



# AGENDA

EL SEGUNDO CITY COUNCIL  
REGULAR MEETING  
TUESDAY, DECEMBER 21, 2021

4:00 PM CLOSED SESSION  
6:00 PM OPEN SESSION

MEETING ID: 964 5963 7962  
PIN: 730770

4:00 PM CLOSED SESSION  
HR CONFERENCE ROOM  
350 MAIN STREET, EL SEGUNDO, CA 90245

6PM OPEN SESSION  
CITY COUNCIL CHAMBER  
350 MAIN STREET, EL SEGUNDO, CA 90245

***PUBLIC ADVISORY:  
THE CITY COUNCIL CHAMBER AND/OR LOBBY WILL ONLY BE OPEN TO THE PUBLIC  
FOR PUBLIC COMMUNICATIONS AND PUBLIC HEARING.  
(Face masks/coverings are required to be worn inside City facilities)***

**Drew Boyles, Mayor  
Chris Pimentel, Mayor Pro Tem  
Carol Pirsztuk, Councilmember  
Scot Nicol, Councilmember  
Lance Giroux, Councilmember**

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

## Executive Team

Scott Mitnick, City Manager  
Barbara Voss, Deputy City Manager  
Jaime Bermudez, Interim Police Chief  
Michael Allen, Dev. Services Director  
Elias Sassoon, Public Works Director  
Melissa McCollum, Com. Services Dir.

Mark Hensley, City Attorney  
Joe Lillio, Chief Financial Officer  
Deena Lee, Fire Chief  
Rebecca Redyk, HR Director  
Charles Mallory, IT Director

**MISSION STATEMENT:**

“Provide a great place to live, work, and visit.”

**VISION STATEMENT:**

“Be a global innovation leader where big ideas take off while maintaining our unique small town character.”

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

- Residents can watch the meeting live via Spectrum Channel 3, AT&T U-Verse Channel 99 and/or El Segundo TV at YouTube.com. Access remotely via Zoom from a PC, Mac, iPad, iPhone, or Android device or by phone. Use URL <https://zoom.us/j/96459637962> and enter PIN: 730770 or visit [www.zoom.us](http://www.zoom.us) on device of choice, click on “Join a Meeting” and enter meeting ID and PIN.
- Join by phone at 1-669-900-9128 and enter meeting ID and PIN. **Your phone number is captured by the Zoom software and is subject to the Public Records Act. Dial \*67 BEFORE dialing in to remain anonymous.**
- For Public Communications, members of the public may provide comments in the Lobby and/or Council Chamber or via Zoom. For in person comments, please fill out a Speaker Card located in the Chamber Lobby and for Zoom comments, notify meeting host by raising your virtual hand (see hand icon at bottom of screen) and you will be invited to speak. (If you do not wish for your name to appear on the screen, then use the drop-down menu and click on “rename” to rename yourself “anonymous”) Please note that you will be placed in a “listen only” mode and your video feed will not be shared with City Council or members of the public.
- For written communication, submit to [ALLELECTEDOFFICIALS@elsegundo.org](mailto:ALLELECTEDOFFICIALS@elsegundo.org) by 3:00 PM to be uploaded to the Website. Emails received after 3:00 PM will be posted the next day. For Public Hearings, members of the public may provide comments in the Lobby and/or Council Chamber or via Zoom.
- Speaker cards and attendee’s information captured by Zoom software will be considered public documents subject to possible posting on the City’s Website and are subject to disclosure under the Public Records Act.

**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 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](http://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, members of 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, residence, and organization/group you represent, if desired. Please respect the time limits.

**4:00 PM CLOSED 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 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 City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

**SPECIAL ORDERS OF BUSINESS**

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

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

**CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -1-MATTER(S)**

Unrepresented Employee Groups: Executive Management, Mid-Management, and Confidential

Agency Designated Representatives; City Manager, Scott Mitnick and City Attorney, Mark Hensley

**6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL**

**INVOCATION** – Rev. Dr. Tom Park, St. John's Lutheran Church

**PLEDGE OF ALLEGIANCE** – Councilmember Giroux

**SPECIAL PRESENTATIONS**

1. Christmas Eve Community Dinner
2. Los Angeles Hyperion Sewage Treatment Plant Spill Update

**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 MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)**

**A. PROCEDURAL MOTIONS**

**Read All Ordinances and Resolutions on the Agenda by Title Only**

Recommendation - Approval

**B. CONSENT**

**3. Warrant Demand Register for December 08, 2021 through December 21, 2021**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 11A and 11B: warrant numbers 3038427 through 3038603, and 9002284 through 9002322.

**4. Grant from the State Homeland Security Grant Program and Amendment to Agreement with Buffalo Computer Graphics for Crisis Management Software**

Recommendation -

1. Authorize the acceptance of an additional \$100,000 in grant funds from the 2019 State Homeland Security Grant Program.
2. Appropriate \$100,000 to expense account 124-400-3202-3769 (Homeland Security Grant Program) and \$100,000 to revenue account 124-300-3202-3769 in recognition of the reimbursable grant funds.
3. Authorize the City Manager to execute an amendment to the agreement with Buffalo Computer Graphics for an additional \$400,000 for a total contract amount of \$592,099.23, which will match the contract total to the total amount awarded through the grant to provide crisis management software.



5. **Resolution Approving a Memorandum of Understanding with Manhattan Beach, Redondo Beach, and Hermosa Beach for Utilization of Measure H Grant Funding (\$216,000) for Homelessness Case Management Services**

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Recommendation - Adopt resolution approving Memorandum of Understanding.

6. **Matrix Imaging, Inc. Contract Amendment to Perform Document Scanning, Conversion, and Destruction Services**

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Recommendation -

Authorize the City Manager to execute a sixth amendment with Matrix Imaging, Inc. to increase the contract amount by \$188,856 for a total of \$429,746 and extend the contract term to June 30, 2023 to perform document scanning, conversion, and destruction services.

7. **Proposed Los Angeles Chargers Headquarters and Training Facility Development and Raytheon Storage Facility Relocation Project Development Agreement and Ordinance Second Reading (2000 E. El Segundo Boulevard)**

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Recommendation -

Waive second reading and adopt an ordinance approving a second amendment to Development Agreement No. 11-02 (Agreement No. 4972A), and minor modifications to Specific Plan No. 11-01 Revision A.

**C. PUBLIC HEARINGS**

8. **Resolution Adopting Preferential Parking Zone 2 for Portions of California Street, Holly Avenue, and Kansas Street**

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Recommendation -

Continue the public hearing until the January 18, 2022 City Council meeting.

**D. STAFF PRESENTATIONS**

9. **Park Place Roadway Extension and Grade Separation Project Addendum to Final Environmental Impact Report and Agreements for Engineering Design**

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Recommendation -

1. Adopt a resolution approving an addendum to the Final Environmental Impact Report for the Park Place Extension and Grade Separation project.
2. Authorize the City Manager to execute a Professional Service Agreement with Moffatt & Nichol for \$7,285,367 for the engineering design of the Park Place Roadway Extension and Grade Separation project and authorize an additional \$500,000 for design related contingencies.
3. Authorize the City Manager to execute a Professional Service Agreement with Michael Baker International, Inc. for \$250,000 for consulting services for the Park Place Roadway Extension and Grad Separation project.

**E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS**

**10. Recruitment Process for Positions on the Committees, Commissions and Boards**

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Recommendation -

Direct staff to open the recruitment process for the positions on the Committees, Commissions and Boards that expire in 2022.

**F. REPORTS - CITY CLERK**

**G. REPORTS - CITY TREASURER**

**H. REPORTS - COUNCILMEMBERS**

COUNCILMEMBER GIROUX

COUNCILMEMBER NICOL

COUNCILMEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

**11. Variances for Mr. S. Claus**

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Recommendation -

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

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

**I. REPORTS - CITY ATTORNEY**

**J. REPORTS/FOLLOW-UP - CITY MANAGER**

**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)

**MEMORIALS**

**ADJOURNMENT**

POSTED:

DATE: December 17, 2020

TIME: 1:00 PM

BY: Mona Shilling, Deputy City Clerk II

# Commendation

City of El Segundo, California

**WHEREAS,** The El Segundo Community Christmas Dinner was conceived by El Segundo resident Bill Coffman in 1983; Bill solicited the help of local businesses, residents and organizations to fund, cook, and serve a traditional Christmas dinner that brought people together to share the holiday spirit; and

**WHEREAS,** The El Segundo Community Christmas Dinner has become a hometown tradition that has served the community for over 30 years. The last 32 Christmas dinners have been served at the Joslyn Center; and

**WHEREAS,** The Annual Christmas Dinner will be provided this season sponsored by the El Segundo Kiwanis Club along with the time and effort of many individual volunteers along with the support of the Community Services Department's Outreach Office; and

**WHEREAS,** The El Segundo Community Christmas Dinner will be held at 12:00 p.m. on December 24<sup>th</sup> at the Joslyn Center, for the benefit of all those in the community who wish to participate in fellowship and share in some Christmas cheer.

**NOW, THEREFORE,** on this 21<sup>st</sup> day of December, 2021, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby commend and thank all sponsors, supporters and volunteers, for their unselfish community service in keeping this hometown holiday tradition alive in El Segundo.



*Mayor Drew Boyles*

*Mayor Pro Tem Chris Pimentel*  
*Council Member Scot Nicol*

*Council Member Carol Pirsztuk*  
*Council Member Lance Giroux*



## City Council Agenda Statement

Meeting Date: December 21, 2021

Agenda Heading: Consent

Item Number: B.3

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### TITLE:

Warrant Demand Register for December 08, 2021 through December 21, 2021

### RECOMMENDATION:

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 11A and 11B: warrant numbers 3038427 through 3038603, and 9002284 through 9002322.

### FISCAL IMPACT:

The warrants presented were drawn in payment of demands included within the FY 2021-2022 Adopted Budget. The total of \$4,671,401.06 (\$1,165,085.34 in check warrants and \$3,506,315.72 in wire warrants) are for demands drawn on the FY 2021-2022 Budget.

### BACKGROUND:

California Government Code Section 37208 provides General Law cities flexibility in how budgeted warrants, demands, and payroll are audited and ratified by their legislative body. Pursuant to Section 37208 of the California Government Code, warrants drawn in payments of demands are certified by the City's Chief Financial Officer and City Manager as conforming to the authorized expenditures set forth in the City Council adopted budget need not be audited by the City Council prior to payment, but may be presented to the City Council at the first meeting after delivery.

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a

**warrant Demand Register**

**December 21, 2021**

**Page 2 of 2**

refund.

**DISCUSSION:**

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

**PREPARED BY:**

Wei Cao, CPA, CPFO, Management Analyst

**REVIEWED BY:**

Joseph Lillio, Chief Financial Officer

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Register 11a summary pages
2. Register 11b Summary pages

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3038427 - 3038495  
9002284 - 9002320

DATE OF APPROVAL: AS OF 12/21/21

REGISTER # 11A

001	GENERAL FUND	392,474.79
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	4,455.02
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,342.33
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TOA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	18,320.00
125	STATE GRANT	-
126	AVP CUPA PROGRAM OVERSIGHT SURCHARGE	810.38
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	2,045.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	14,984.72
502	WASTEWATER FUND	191,562.22
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	75.60
603	WORKERS COMP. RESERVE/INSURANCE	233.57
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	1,715.15
703	EXPENDABLE TRUST FUND - OTHER	-
704	CULTURAL DEVELOPMENT	4,375.93
708	OUTSIDE SERVICES TRUST	38,401.63
	TOTAL WARRANTS	<u>\$ 672,757.74</u> ✓

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER *Joseph Liu*  
DATE: *12-7-2021*

CITY MANAGER *Barbara Vas*  
DATE: *12-13-21*

VOID CHECKS DUE TO ALIGNMENT:  
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 11/29/21 THROUGH 12/05/21**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
12/3/2021	ExpertPay	1,763.42	EFT Child support payment
11/22/21-11/28/21	Workers Comp Activity	24,246.87	SCRMA checks issued
11/22/21-11/28/21	Liability Trust - Claims	3,628.95	Claim checks issued/(voided)
11/22/21-11/28/21	Retiree Health Insurance	0.00	Health Reimbursement checks issued
		<u>29,639.24</u>	

**DATE OF RATIFICATION: 12/07/21**

**TOTAL PAYMENTS BY WIRE:**

29,639.24

Certified as to the accuracy of the wire transfers by:

*Junick M...* *JD* 12/7/21  
 Treasury & Customer Services Manager Date

*Joseph...* 12-7-2021  
 Chief Financial Officer Date

*Katharine Vass* 12-13-21  
 City Manager Date

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 DEPARTMENT  
 AS OF 12/21/21  
 REGISTER # 11A

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
<b>GENERAL GOVERNMENT</b>		
1101	City Council	2,067.71
1201	City Treasurer	435.00
1300	City Clerk	80.00
2101	City Manager	654.69
2102	Communications	3,360.87
2201	City Attorney	49,526.12
2401	Economic Development	46,215.61
2402	Planning	38,913.74
2500	Administrative Services	105,985.93
2601	Government Buildings	34,060.91
2700	Community Outreach/Planning	
2900	Nondepartmental	35,780.47
6100	Library	8,012.14
		325,093.19
<b>PUBLIC SAFETY</b>		
3100	Police	18,112.22
3200	Fire	30,290.69
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	3,072.04
		51,474.95
<b>PUBLIC WORKS</b>		
4101	Engineering	278.36
4200	Streets/Park Maintenance	30,863.99
4300	Wastewater	191,078.69
4601	Equipment Maintenance	672.32
4801	Administration	431.11
		223,324.47
<b>COMMUNITY DEVELOPMENT</b>		
5100,5200	Recreation & Parks	6,331.94
5400	Centennial	
		6,331.94
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		66,533.19
<b>TOTAL WARRANTS</b>		
		672,757.74 ✓

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3038496 - 3038603  
9002321 - 9002322

DATE OF APPROVAL: AS OF 12/21/21

REGISTER # 118

001	GENERAL FUND	314,292.16
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	13,725.36
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,265.82
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	2,735.00
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	40,937.10
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	22,572.56
502	WASTEWATER FUND	23,264.32
503	GOLF COURSE FUND	1,850.00
505	SOLID WASTE FUND	63,626.48
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	907.00
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	6,500.00
704	CULTURAL DEVELOPMENT	500.00
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>\$ 492,327.60</u> ✓

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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

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CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

*Joseph Lee*  
12-13-2021

CITY MANAGER

DATE:

*Benjamin Vas for*  
12-14-21

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 11/29/21 THROUGH 12/05/21**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
12/6/2021	Cal Pers	13,343.99	EFT Retirement Safety-Fire-PEPRA New 25020
12/6/2021	Cal Pers	27,193.73	EFT Retirement Safety-Police-PEPRA New 25021
12/6/2021	Cal Pers	40,261.11	EFT Retirement Misc - PEPRA New 26013
12/6/2021	Cal Pers	42,398.89	EFT Retirement Misc - Classic 27
12/6/2021	Cal Pers	63,517.49	EFT Retirement Safety Police Classic - 1st Tier 28
12/6/2021	Cal Pers	61,894.71	EFT Retirement Safety Fire- Classic 30168
12/6/2021	Cal Pers	3,296.92	EFT Retirement Sfty Police Classic-2nd Tier 30169
12/6/2021	PARS-US Bank-Trust Acct	189,000.00	FY 21-22 PARS Contribution
12/6/2021	Cal Pers	1,200.00	Admin Fee - Retired Annuitant Late Fee
12/6/2021	Cal Pers	200.00	Admin Fee - Late Payroll Reporting
12/6/2021	Cal Pers	200.00	Admin Fee - Late Payroll Reporting
12/6/2021	Cal Pers	4,429.40	20283 Arrears, CalPERS
12/8/2021	Cal Pers	572,658.85	EFT Health Insurance Payment
12/9/2021	Mission Square	53,875.02	457 payment Vantagepoint
12/9/2021	Mission Square	1,198.62	401(a) payment Vantagepoint
12/9/2021	Mission Square	550.00	IRA payment Vantagepoint
12/10/2021	West Basin	2,501,512.75	H2O payment
11/29/21-12/05/21	Workers Comp Activity	(100,812.50)	SCRMA checks issued, less Swiss Re check reimbursement
11/29/21-12/05/21	Liability Trust - Claims	757.50	Claim checks issued/(voided)
11/29/21-12/05/21	Retiree Health Insurance	0.00	Health Reimbursement checks issued
		<u>3,476,676.48</u>	

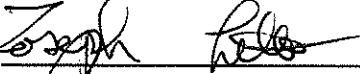
**DATE OF RATIFICATION: 12/13/21**


**TOTAL PAYMENTS BY WIRE:**

3,476,676.48

Certified as to the accuracy of the wire transfers by:

 12/13/21  
 Treasury & Customer Services Manager Date

 12-13-2021  
 Chief Financial Officer Date

 12-14-21  
 City Manager Date

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 DEPARTMENT  
 AS OF 12/21/21  
 REGISTER # 11B

DEPT#	NAME	TOTAL
<b>GENERAL FUND DEPARTMENTAL EXPENDITURES</b>		
<b>GENERAL GOVERNMENT</b>		
1101	City Council	24.77
1201	City Treasurer	
1300	City Clerk	8,002.82
2101	City Manager	
2102	Communications	6,750.00
2201	City Attorney	41,544.50
2401	Economic Development	242.40
2402	Planning	2,334.84
2500	Administrative Services	66,432.77
2601	Government Buildings	6,846.51
2700	Community Outreach/Planning	
2900	Nondepartmental	4,449.69
6100	Library	164.73
		136,793.03
<b>PUBLIC SAFETY</b>		
3100	Police	30,402.46
3200	Fire	9,966.98
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	109.86
		40,479.30
<b>PUBLIC WORKS</b>		
4101	Engineering	39,299.50
4200	Streets/Park Maintenance	78,407.30
4300	Wastewater	23,264.32
4601	Equipment Maintenance	852.89
4801	Administration	
		141,824.01
<b>COMMUNITY DEVELOPMENT</b>		
5100,5200	Recreation & Parks	11,381.60
5400	Centennial	
		11,381.60
<b>EXPENDITURES</b>		
	<b>CAPITAL IMPROVEMENT</b>	40,937.10
	<b>ALL OTHER ACCOUNTS</b>	120,912.56
	<b>TOTAL WARRANTS</b>	492,327.60 ✓



## City Council Agenda Statement

Meeting Date: December 21, 2021

Agenda Heading: Consent

Item Number: B.4

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### TITLE:

Grant from the State Homeland Security Grant Program and Amendment to Agreement with Buffalo Computer Graphics for Crisis Management Software

### RECOMMENDATION:

1. Authorize the acceptance of an additional \$100,000 in grant funds from the 2019 State Homeland Security Grant Program.
2. Appropriate \$100,000 to expense account 124-400-3202-3769 (Homeland Security Grant Program) and \$100,000 to revenue account 124-300-3202-3769 in recognition of the reimbursable grant funds.
3. Authorize the City Manager to execute an amendment to the agreement with Buffalo Computer Graphics for an additional \$400,000 for a total contract amount of \$592,099.23, which will match the contract total to the total amount awarded through the grant to provide crisis management software.

### FISCAL IMPACT:

The City of El Segundo has been allocated an additional \$100,000 towards the emergency management crisis management software project in the 2019 State Homeland Security Grant Program ("SHSGP") funding, which is passed to the local area through the County of Los Angeles via a Sub-Recipient agreement. This additional funding supports year two of the project that further develops the training and response readiness of Los Angeles County. While the grant does not provide upfront funding, municipalities submit reimbursement requests to the grant administrator (Los Angeles County) after expenditures are made and processed for payment. Approved requests are then reimbursed by the County. If funds are not used from the 2019 grant, they will not be reallocated for City use. Thus, it's important for the City to expend its full allocation.

Amount Budgeted: \$0

Additional Appropriation: Yes

## **Crisis Management Software**

**December 21, 2021**

**Page 2 of 3**

Account Number(s):

\$100,000 to revenue account 124-300-3202-3769 (2019 HSGP Grant Revenue)

\$100,000 to expense account 124-400-3202-3769 (2019 HSGP Grant Expense)

### **BACKGROUND:**

On January 19, 2021, City Council authorized \$193,000 in 2018 Homeland Security Grant Program funding for the crisis management software project and executed the agreement with Buffalo Computer Graphics in an amount not to exceed \$192,099.23. On March 16, 2021, City Council authorized the acceptance of 2019 SHSGP grant funding in the amount of \$300,000 also allocated towards the crisis management software project, but did not amend the contract for Buffalo Computer Graphics to include the additional \$300,000 grant award. Through the modification process, the County has now allocated an additional \$100,000 towards the crisis management software project, increasing El Segundo's allocation for this project to \$400,000 in 2019 SHSGP funding. With this additional allocation, the existing contract of \$192,099.23 with Buffalo Computer Graphics will increase by \$400,000 with a total contract amount not to exceed \$592,099.23. This funding is allocated to fund year two of the virtual emergency operations center.

### **DISCUSSION:**

Staff recommends the acceptance of this additional grant funding and requests the City Council to authorize and approve additional appropriations to support the projects associated with this funding and further support, develop the training and response readiness of Los Angeles County. The grant award is made by the U.S. Department of Homeland Security, through the Office of Grants and Training. The grant is administered by the County of Los Angeles. In accordance with City Council Policy regarding grant submissions:

1. The total additional amount being requested is: \$100,000
2. Matching Funds Cost-Share: N/A
3. Source of Matching Funds Cost Share: N/A
4. The grant does not provide upfront funding. Municipalities submit reimbursement requests to the grant administrator after expenditures are made and processed for payment. Approved requests are reimbursed by the County of Los Angeles.

Staff recommends City Council authorize the City Manager to execute the amendment to the professional services agreement. The proposed amendment would extend the

**Crisis Management Software**

**December 21, 2021**

**Page 3 of 3**

term through June 30, 2022, increase the not to exceed compensation amount to \$592,099.23 through year two of this project.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

**PREPARED BY:**

Carol Lynn Urner, Sr. Management Analyst

**REVIEWED BY:**

Deena Lee, Fire Chief

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Amendment to the Agreement with Buffalo Computer Graphics

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EL SEGUNDO AND  
BUFFALO COMPUTER GRAPHICS, INC.**

This first amendment (“Amendment”) to Agreement No. 6009 (“Agreement”) is entered into this 7<sup>th</sup> day of December 2021 by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and BUFFALO COMPUTER GRAPHICS, INC., a New York Corporation (“CONSULTANT”).

1. Pursuant to Agreement Section 34, Subsection C of Agreement Section 1 (Consideration) is amended to increase the not to exceed compensation amount to a new aggregate total of \$592,099.23.
2. Pursuant to Agreement Section 34, Exhibit “B,” as referenced in Agreement Sections 2(A), 10(B), and 31, is amended in its entirety by Attachment 1 to this Amendment, which is incorporated by reference to reflect the updated CONSULTANT budget.
3. Pursuant to Agreement Section 34, Agreement Section 7 is amended to update the termination date from January 31, 2022 to June 30, 2022.
4. 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.
5. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[Signatures on next page]

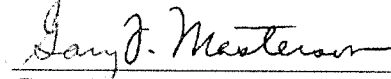


IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

BUFFALO COMPUTER GRAPHICS,  
INC.

\_\_\_\_\_  
Scott Mitnick,  
City Manager

  
\_\_\_\_\_  
Gary F. Masterson  
Vice President

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Joaquin Vazquez,  
Deputy City Attorney

**ATTACHMENT 1**  
**UPDATED EXHIBIT "B" TO AGREEMENT**  
**(CONSULTANT BUDGET)**



Buffalo Computer Graphics, Inc.  
4185 Bayview Road  
Blasdell, NY 14219  
716-822-8668  
www.BuffaloComputerGraphics.com

November 3, 2021

Quote #3954

Randy Collins  
LAMACS  
RCollins@elsegundo.org

Randy Collins:

Thank you for your continued interest in Buffalo Computer Graphics' (BCG) emergency management products. BCG is pleased to offer this support quotation to LAMACS. Based upon the needs of the Los Angeles Operating Area as we understand them for year two of the project, we have put together a quote that covers the hosting, software, maintenance, support, training, development, and project management to expand the solution from its initial pilot footprint to usage for all 88 cities in the operating area.

I would be happy to answer any questions or discuss this proposal further at a time that is convenient to you. Please feel free to contact me by phone (716-822-8668 ext. 127) or e-mail (tmasterson@bcgeng.com) at any time, and I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Masterson", written over a horizontal line.

Tim Masterson  
DLAN Product Manager



## DLAN System

For this project, BCG is not proposing any additional DLAN modules. For reference here is LAMACS current package:

- Ticket Manager
- Ticket Manager Premium
- Mobile Responder
- Communication Center
- Streaming Video
- Chat
- Social Media Basic
- Status Board
- Status Board Builder
- GIS Basic
- GIS Premium
- Phonebook
- Phonebook Premium
- Reference Library
- Incident Folders
- Role Checklist
- Incident Action Plan
- Situation Report
- Resource Database
- User List
- System Administration
- Online Help
- System Documentation

Additional modules and features can be added to your system at any time. Ask your BCG representative for additional information.

## Maintenance & Support

BCG's Software Development Lifecycle for DLAN Updates is an agile development process that produces update patches every eight to ten weeks. These updates are coordinated with LAMACS and will only be installed after an approved maintenance window has been determined by LAMACS and BCG.

### Platinum Plus Maintenance & Support

Platinum Plus Level Maintenance and Support Includes:

- Unlimited 24/7 Support Line
- 24/7 Release Installation
- 24/7 Activation Support– 8 Cases Per Year
- New Releases of Product
- New Release Review Webinars
- Point Patches for New Releases
- Hot Fixes for New Releases
- Rush Delivery of Hot Fixes Specific to Organization's Site or Installation
- Server Node Support (up to 4 nodes)
- Custom BCG Services – 240 hours per year
- Onsite Support Per Year - 8 hours per year

### Third Tier Support

BCG will provide tier three support to all cities in the Operating Area with regards to issues and questions related to the software. Initial support will be handled by authorized users and system administrators within the Policy group of the solution as well as trained City Admins.



## Hosting

BCG will provide a hosted solution in one of its secure US data centers. Cloud hosting includes hardware, third-party software (aside from GIS), and bandwidth to support up to **1000** concurrent users on the site.

BCG has partnered with Lumen for high-availability application hosting. Lumen offers a number of service options which include high SLAs, failover and redundancy. Servers will be in a secured facility (24/7/365). These facilities have enhanced security measures such as key card access, a secondary biometric authentication and video surveillance. Each data center holds several certifications and compliances (e.g. PCI DSS, SOC 2 TYPE II). A list of security features, certifications and compliances for a particular data center can be provided upon request.

The uptime on the solution will be 99.9% excluding scheduled maintenance windows. Full nightly backups will be performed and retained for 7 days. BCG will provide an RPO time of 4 hours and an RTO time of 24 hours for Disaster Recovery.

## BCG Non-Recurring Services

- Migration
- City On Boarding – Project Management & Setup
- City On Boarding – Training
- Development

### Migration

Cost to cover migrating your current DLAN system into the new Lumen sever environment for improved performance and scalability.

### City On Boarding – Project Management & Setup

BCG will setup new accounts, roles, security etc. as needed to on board 3-5 users within each of the 88 cities within LAMACS. On Boarding assumes no major changes in workflows, forms, dashboards, or other key DLAN settings. If additional development is needed by a city, additional fees may apply.

### City On Boarding – Training

Training includes a 2-hour virtual training session with 1 instructor for each of the 8 DMAC areas for a total of 16 hours. Training will consist of mixed lecture and hands-on skills activities.

Training price also includes video production, updated quick reference guides, and course materials.

### Development

Development includes a number of key initiatives as requested by LAMACS including upgrades to the following modules:

- Chat
- Communication Center
- GIS
- Incident Action Plans
- Incident Configuration
- Phonebook
- Ticket Manager



It also includes security enhancements and one week (40 hours) of integration services.

## Pricing Tables

### Year 2

Item	Price
<b>DLAN System</b>	
DLAN System	\$46,868.17
<b>Maintenance &amp; Support</b>	
Platinum Maintenance & Support	\$27,078.70
Plus Maintenance & Support (charged at half price)	\$8,250.00
Third Tier Support (charged for 8 months)	\$43,560.00
Maintenance & Support	\$78,888.70
<b>Hosting</b>	
Custom Hosting	\$121,751.97
<b>BCG Non-Recurring Services</b>	
Migration	\$8,996.39
City On Boarding – Project Management & Setup	\$42,017.78
City On Boarding – Training	\$25,096.61
Development	\$84,852.02
BCG Non-Recurring Services	\$151,966.41
<b>Year 2 (2/1/2022 – 3/31/2023)</b>	
	\$399,475.25

### Year 3\*

Item	Price
<b>DLAN System</b>	
DLAN System	\$46,868.17
<b>Maintenance &amp; Support</b>	
Platinum Maintenance & Support	\$27,078.70
Plus Maintenance & Support	\$16,500.00
Third Tier Support	\$66,000.00
Maintenance & Support	\$109,578.70
<b>Hosting</b>	
Custom Hosting	\$121,751.97
<b>Year 3 (2/1/2023 – 3/31/2022)</b>	
	\$278,198.84

\*Pricing is estimated based on current system use and does not include any additional on boarding or development services. Additional fees may apply based on the needs of LAMACS.



## Terms and Conditions

Please see contract for full list of terms & conditions.

### Custom Development Terms

Custom software will be designed, developed, tested and ready for installation on LAMACS's DLAN system over the course of the calendar year. Once completed, it can be scheduled for installation and configuration at a date/time of LAMACS's choosing.

All development built into the DLAN product is owned by BCG and can be distributed to other DLAN customers as BCG sees fit. BCG retains all ownership rights to the DLAN Incident Management Product and all code that is developed within DLAN as a part of this project. Following development, testing, and installation in LAMACS's DLAN environment, LAMACS will retain a license to these new features for the duration of their contract or until BCG and LAMACS mutually agree that said features are no longer necessary within the software to support the LAMACS's needs.

### Maintenance & Support Terms

The annual maintenance & support term will begin on 2/1/2022.

For government customers in the United States, an "Activation" is defined as a formal local, state, or federal declaration of emergency. In order to receive 24/7 activation support, the customer must notify BCG of the declaration and be able to provide a copy of the declaration upon request.

For Activation support, a support case is defined as a single support issue and the reasonable efforts needed to resolve it. A single support issue is a problem that can't be broken down into subordinate problems. If it can be broken down into subordinate problems, each subordinate problem shall be considered a separate support case. A case may require multiple contacts and offline research to achieve final resolution. A BCG support staff member will agree on the definition of the problem with you when you raise the support case. The case will be closed after the support professional has delivered one or more suggested solutions to you. If the support professional is unable to deliver a solution, you'll be notified and the case will be closed as unresolved. Although our support staff will make best efforts to resolve your issue, BCG cannot guarantee to resolve all issues, due to the diversity of our customers' computer configurations.

Custom BCG Services include:

- Form Building
- Client Configuration
- Server Migrations/Configuration
- Security Scans
- Data Imports
- Data Feed Integration
- Individualized Web Trainings

Other services may also be included at the discretion of BCG. Customers will be given a time estimate for requested services, any hours above those included in your support contract will be billed separately.



Requests for system modification to enhance DLAN capabilities are not directly covered by your maintenance & support contract and will be billed on a times and material basis. If the BCG team feels that a requested customization will be beneficial to other customers, it may be developed at a significantly reduced cost or at no cost and then provided to all customers with a current maintenance & support package.

For Platinum and Platinum Plus customers, the full day (8 hours) of on-site support must be held within normal business hours and includes the cost of travel and lodging.

Unless specified, On-site support is not covered by DLAN's maintenance and support packages. All on-site support will be billed on a time and materials basis.

Any customer without a current maintenance and support package will be billed at an hourly rate for all BCG support, including phone and email support.

All documentation will be provided in American English unless otherwise specified.

### Supporting Hardware and Software

#### Client PC and Mobile Devices

Since DLAN is an internet-based solution, it can be accessed from most operating systems (e.g. Apple iOS, Microsoft Windows, Android) and mobile devices (e.g. Apple iOS Devices and Android Devices) as long as a modern browser is installed. The latest versions of Chrome, Firefox, Safari, Android Mobile, Internet Explorer, and Edge are all supported. BCG reserves the right to change supported browsers/devices to reflect changes in technology.

Client PCs do not require DLAN software to be loaded on them; all system software resides on the data center server. Client PCs do not have to be dedicated to DLAN, and may run any other desired applications. Any application licensing required to access files that user upload to DLAN is the responsibility of the customer (e.g. Adobe Acrobat, MS Word, MS Excel, MS PowerPoint).

#### On Site Training Requirements

For customers that have included onsite training in their purchase, customer must provide an adequate facility for training personnel for the use of DLAN. This includes a computer for each participant that meets BCG's criteria for client devices as outlined above. Additionally, the customer must provide a stable high speed (broadband) Internet access connection with sufficient bandwidth and coverage to support simultaneous access by all students and instructors. A large format TV or projector and video cable is required to assist the instructor in displaying examples and presentations. BCG instructors will typically bring their own laptop but if the training facility has specific security or network requirements, the customer will be responsible for providing an instructor PC that functions at their facility.

#### GIS Specifications

GIS Premium requires a connection to ESRI's ArcGIS Server or an ArcGIS Online account in order to serve up basemaps, provide geocoding & geoprocessing, view data overlay services (layers), use/embed ESRI's operational dashboards into Status Boards, and provide geometry services. If your agency already has ArcGIS licensing, DLAN can consume and leverage your existing services at no additional cost. DLAN's GIS toolset is compatible with ESRI's ArcGIS Server (versions 10.1 or higher at the workgroup and enterprise levels) or ArcGIS Online.





Alternatively, if your agency does not have access to an ArcGIS Server or ArcGIS online, BCG can provide you with access to ArcGIS services. Please talk to your BCG representative for details. Access to BCG's ArcGIS server services includes basic ArcGIS online map services (basemaps, map services, feature services, geocoding services, geometry services, and geoprocessing services). If your agency would like to manage your own custom GIS layers, you will need your own ArcGIS Server or ArcGIS Online account. Additional licensing for custom ArcGIS services is not provided by BCG and is the responsibility of the customer.

External services available within DLAN's GIS module (e.g. AERIS maps, Microsoft Bing Maps, Google driving directions, and ESRI basemaps) are hosted by third parties that are not covered by the BCG Master Services Agreement (MSA) or Service-Level Agreement (SLA). Availability of those services is dependent upon network congestion, server availability, and other conditions present at these third parties and are not guaranteed as part of any uptime guarantees outlined in the SLA. BCG will make every effort possible to resolve issues with 3<sup>rd</sup> parties or to suggest alternatives to those services.



## Signature Page

I agree to the above pricing, terms, and conditions.

LAMACS

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## City Council Agenda Statement

Meeting Date: December 21, 2021

Agenda Heading: Consent

Item Number: B.5

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### **TITLE:**

Resolution Approving a Memorandum of Understanding with Manhattan Beach, Redondo Beach, and Hermosa Beach for Utilization of Measure H Grant Funding (\$216,000) for Homelessness Case Management Services

### **RECOMMENDATION:**

Adopt resolution approving MOU.

### **FISCAL IMPACT:**

There are no fiscal implications associated with the recommended action. Deliverables will be performed by Harbor Interfaith Services as part of the South Bay Beach Cities Homelessness Project and are funded by a grant award from the County of Los Angeles that is distributed and administered via the City of Manhattan Beach as the lead agency for the four cities.

### **BACKGROUND:**

In March 2017, the voters of Los Angeles County approved Measure H - legislation which raised the County sales tax in order to generate \$355 million annually over a 10-year period toward funding homeless services across the County. Following passage of this legislation, and in an effort to bolster multi-jurisdictional partnerships, the Los Angeles County Board of Supervisors allocated \$2,000,000 in one-time funding from the County general fund to support coordination efforts of Councils of Governments, and planning efforts for cities in the Los Angeles Continuum of Care (a regional planning body that coordinates housing and services funding for our region's homeless populations).

In August 2021, as part of a 'Beach Cities Partnership,' the cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach submitted a multi-jurisdictional proposal for joint Homelessness Plan Implementation grant funding through the County of Los Angeles.

In October 2021, the Los Angeles County Homeless Initiative announced the award of

## Measure H Grant Funding

December 21, 2021

Page 2 of 3

'Measure H' grant funding to the 'Beach Cities Partnership' totaling \$216,000 for homeless resources coordination, training, and housing navigation services.

In December 2021, as the lead agency for the program, the Manhattan Beach City Council may approve a grant contract with the County of Los Angeles. Thereafter, the four cities will develop specifications for a Homeless Implementation Initiative, conduct a Request for Proposals (RFP) and engage Harbor Interfaith Services (HIS) for the provision of local homeless and housing navigation services as part of a South Bay Beach Cities Homelessness Project. The Project's specifications and tasks include but are not limited to:

1. The Cities shall use the Grant Funds to fund two Homeless Case Managers as set forth in the Scope of Work.
2. The Cities shall determine an outreach plan.
3. The Cities shall fulfill performance and reporting requirements to SBCCOG.
4. The Cities shall provide an existing City Staff representative from each City to coordinate regional homeless efforts. The City staff representatives are collectively referred to as the "Cities Implementation Team."
5. Manhattan Beach will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Manhattan Beach will process/submit reimbursement requests to the SBCCOG, and submit quarterly and final reports to the County.
6. The Cities hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the SBCCOG to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
7. The Cities shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

The South Bay Beach Cities Homelessness Project aims to reduce homelessness in our four communities by leveraging shared resources and directly engaging individuals who are experiencing and/or at-risk of homelessness. Through regular outreach and engagement, HIS staff seek to establish meaningful connections between local individuals and essential supportive services with the ultimate goal of directing

**Measure H Grant Funding**

**December 21, 2021**

**Page 3 of 3**

individuals into permanent supportive housing.

**DISCUSSION:**

Memorandum of Understanding (MOU)

The Resolution for City Council's consideration approves a memorandum of understanding formalizing the partnership between the four beach cities for the implementation of the South Bay Beach Cities Homelessness Project (**Attachment 2**).

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety & Preparedness

Objective A: El Segundo provides unparalleled service to internal and external customers

**PREPARED BY:**

Hugo Perez, Police Lieutenant

**REVIEWED BY:**

Jaime Bermudez, Interim Police Chief

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Beach Cities MOU updated 12-15-21
2. Homeless Grant Resolution 12-2021

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE  
BEACH CITIES REGARDING USE OF SBCCOG’S ALLOCATED COUNTY OF LOS  
ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITIES’ CASE  
MANAGEMENT PROJECT**

This Memorandum of Understanding (“MOU”) dated as of the 1st\_ of January 2022, is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and the Beach Cities (defined as, Manhattan Beach, El Segundo, Hermosa Beach, and Redondo Beach)(“Cities”), chartered municipal corporations, (collectively, the “Parties”).

**RECITALS**

- A. On July 13, 2021, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2021-22 Homeless Initiative Funding Recommendations, which included funding for COGs in Homeless Initiative Strategy E7: Strengthen the Coordinated Entry System, for (1) Regional Homelessness Coordination and (2) Innovation. The South Bay Cities COG (SBCCOG) was awarded \$1,905,000 for 18 months from January 1,2022 through June 30, 2023.
- B. The SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In August 2021, Manhattan Beach, acting as the lead city, submitted a proposal to SBCCOG to obtain funding for its Beach Cities Case Management Project.
- D. It is anticipated that in December 2021, the SBCCOG and the County of Los Angeles will enter into a contract with respect to use of the Innovation Grant Funds for 6 months only (Contract Number **AO-20-600** (Exhibit 1 Statement of Work: Innovation Funds).)
- E. The SBCCOG awarded the Cities **\$216,000** for 18 months of its Innovation Grant Funds to be used on the Cities’ two Homeless Case Managers (the "Grant Funds"). The Grant Funds will be divided into two Tranches. Tranche 1 will be for **\$70,000** for the first 6 months of this MOU. Tranche 2 will be for the remaining **\$146,000** for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the Cities hereto agree as follows:

**I. TERM:**

This MOU shall be effective as of January 1, 2022, and shall remain in full force and effect until June 30, 2023 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit 1 Statement of Work Task 5: Innovation Funds as agreed to by the County of Los Angeles and the SBCCOG). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.

**II. CITY RESPONSIBILITIES:**

- A. The Cities shall use the Grant Funds to fund two Homeless Case Managers as set forth in the Scope of Work, which is attached hereto as Exhibit 1.
- B. The Cities shall determine an outreach plan in accordance with Exhibit I.
- C. The Cities shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 1.
- D. The Cities shall provide an existing City staff representative from each City to coordinate regional homeless efforts. The City staff representatives are collectively referred to as the “Cities Implementation Team.”
- E. Manhattan Beach will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Manhattan Beach will process/submit reimbursement requests to the SBCCOG, and submit quarterly and final reports to the County.
- F. The Cities hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the SBCCOG to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- G. The Cities shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

**III. SBCCOG RESPONSIBILITIES:**

- A. The SBCCOG shall monitor the Cities’ Case Management Project to ensure the timeliness of deliverables in accordance with Exhibit 1.

- B. The SBCCOG shall provide the Cities with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. The SBCCOG shall reimburse the lead agency (City of Manhattan Beach) on a monthly basis for Tranche 1 expenses amounting to \$70,000 in the period of January 1, 2022 – June 30, 2022. If Tranche 2 expenses amounting to \$146,000 in the period of July 1, 2022 – June 30, 2023 is extended by the County to the SBCCOG, the SBCCOG shall reimburse Tranche 2 expenses on a monthly basis as well.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.
- E. The SBCCOG shall not be responsible for payment to the Cities for Tranche 2 if the SBCCOG contract with the County is not extended.

**IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:**

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

**V. MISCELLANEOUS:**

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.



- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. The SBCCOG and the Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.
- E. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.
- F. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

**South Bay Cities Council of Governments:**

South Bay Cities Council of Governments  
 2355 Crenshaw Blvd., Suite 125  
 Torrance, CA 90501  
 Attn: Jacki Bacharach

**Beach Cities:**

City of Manhattan Beach  
 1400 Highland Ave  
 Manhattan Beach, CA 90266  
 Attn: George Gabriel

- H. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- I. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- J. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.

- K. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- L. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

**(Signatures on Following Page)**

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Drew Boyles, SBCCOG Chair

ATTEST:

By: \_\_\_\_\_  
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael Jenkins, Legal Counsel

**CITY OF MANHATTAN BEACH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hildy Stern, Mayor

ATTEST:

By: \_\_\_\_\_  
Bruce Moe, City Manager

**CITY OF EL SEGUNDO**

By: \_\_\_\_\_  
Drew Boyles, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Scott Mitnick, City Manager

**CITY OF HERMOSA BEACH**

By: \_\_\_\_\_  
Michael Detoy, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Suja Lowenthal, City Manager

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Bill Brand, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Mike Witzansky, City Manager

Exhibit 1: Task 5 of the SBCCOG SOW with Los Angeles County  
 Deliverables and Pricing for Tranche 1. Tranche 2 Deliverables and Pricing Addendum to be added if SBCCOG contract with Los Angeles County is extended to June 30, 2023.

<b>Task 5: Beach Cities Dedicated Case Management Services (Priority Area 2)</b>		
<p><b>Program Description:</b> Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide consistent case management, decrease burden of homeless calls to police, have closer linkage between outreach activity and city stakeholders, and increase housing placements for cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach). This MOU will provide funding for two full-time case managers to provide this additional coverage.</p> <p>Potential risks and mitigation plans: Labor supply competition. Mitigation: Consider creating regional Labor Pool Funds to benchmark starting salaries to LAHSA.</p>		
	<b>Deliverables/Performance Targets</b>	<b>Timeline</b>
<b>5.a</b>	Signed contract with service provider(s)	January 2022
<b>5.b</b>	Hire Case Managers if not already hired	February 2022
<b>5.c</b>	Complete the Training Program Design (include abundant case studies) or utilize service provider training program.	February 2022
<b>5.d</b>	Conduct Staff Training – 2 Weeks Intensive Training including shadowing a service provider, or as prescribed by service provider	Feb/Mar. 2022
<b>5.e</b>	Finalize an Outreach Plan if needed	March 2022
<b>5.f</b>	Maintain a client ratio of 1:25 (Case Manager to Clients)	March 2022
<b>5.g</b>	Complete Housing Plans for all clients including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, and legal aid (background checks and credit checks)	To be reported in Quarterly Reports
<b>5.h</b>	Complete Behavioral Health Plans for all cases (mental health, substance abuse, IHSS, medication administration plan, Medi-Cal)	Ongoing
<b>5.i</b>	<p>Quarterly Report detailing metrics and outcomes, progress on behavioral health plans, and progress on participants' housing timeline – including anticipated housing dates. Other data, including demographic data and service linkages should be queryable in HMIS by SBCCOG.</p> <ul style="list-style-type: none"> <li>• At least 50 unduplicated clients are serviced in outreach.</li> <li>• At least 30 unduplicated clients are added to CES</li> <li>• At least 30 unduplicated clients receive case management services</li> <li>• At least 20 unduplicated clients are housed in interim housing</li> <li>• At least 8 unduplicated clients are permanently housed (include destinations: emergency housing voucher, rapid rehousing, reunification, permanent supportive housing, etc.)</li> </ul>	Quarterly Contract Period

**TASK 5: Beach Cities Dedicated Case Managers Project**

<b>OPERATIONS COSTS</b>	
Outreach/Navigators (2 FTE) and admin - Subcontract	\$70,000
<b>PROGRAM OPERATIONS COSTS</b>	<b>\$70,000</b>
<b>TOTAL PROGRAM COSTS</b>	<b>\$70,000</b>

DRAFT

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH MANHATTAN BEACH, REDONDO BEACH, AND HERMOSA BEACH FOR THE UTILIZATION OF MEASURE H GRANT FUNDING (\$216,000) FOR HOMELESSNESS CASE MANAGEMENT SERVICES.**

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

**SECTION 1.** *MOU Approval.* The City Council approves the Memorandum of Understanding (“MOU”) with the cities of Manhattan Beach, Redondo Beach, and Hermosa Beach for implementation of the Beach Cities Dedicated Case Management Project utilizing the 2022-2023 fiscal year Measure H Innovation Fund \$216,000 allocation via the South Bay Cities Council of Governments. This approval includes subsequent conforming, non-substantial amendments to the MOU authorized by the City Attorney. The MOU is on file with the City Clerk.

**SECTION 2.** *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 Resolution are severable.

**SECTION 3.** *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

**SECTION 4.** *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto. The City Manager is authorized to execute all documents necessary to effectuate the terms of the MOU, including any subsequent conforming, non-substantial amendments to the MOU authorized by the City Attorney.

**SECTION 5.** *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

**SECTION 6.** *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City’s book of original Resolutions, and make a record of this action in the meeting’s minutes.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2021.

\_\_\_\_\_  
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 of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 21st day of December 2021, 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 Agenda Statement

Meeting Date: December 21, 2021

Agenda Heading: Consent

Item Number: B.6

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### **TITLE:**

Matrix Imaging, Inc. Contract Amendment to Perform Document Scanning, Conversion, and Destruction Services

### **RECOMMENDATION:**

Authorize the City Manager to execute a sixth amendment with Matrix Imaging, Inc. to increase the contract amount by \$188,856 for a total of \$429,746 and extend the contract term to June 30, 2023 to perform document scanning, conversion, and destruction services.

### **FISCAL IMPACT:**

\$142,935 is available in the Development Services current fiscal year budget to extend the scanning services agreement with Matrix Imaging, Inc. through FY 2021-2022. The remaining balance of \$45,921 will be included in the fiscal year 2022-2023 budget.

Amount Budgeted: \$142,935

Additional Appropriation: No

Account Number(s): 001-400-2403-6214

### **BACKGROUND:**

The City began working with Matrix Imaging, Inc. in 2017 on the document scanning project, which has eliminated much of the paper backlog of plans, permits, and correspondence by converting them to digital form and making them more accessible to all. The Police Department has completed their backlog of scanning and the Development Services Department has completed approximately 70% of their backlog. This process has proven to be efficient and effective and staff is requesting that the City continue to work with Matrix Imaging, Inc. to complete the remaining backlog and utilize these services as an ongoing process for all departments as needed.



## **Matrix Imaging, Inc. Contract Amendment**

**December 21, 2021**

**Page 2 of 3**

### **DISCUSSION:**

Development Services Department records are often accessed by City employees to comply with audits, Freedom of Information Act (FOIA) requests, California Public Records Act (PRA) requests, and to verify the legal and permitted use of a structure. Creating digital files has enabled staff to effectively fulfill these requests and reduce the processing time from days to hours. Contracting with Matrix Imaging, Inc. has alleviated the amount of staff time spent on verifying, scanning, converting, and indexing documents. Matrix Imaging, Inc. will continue to scan the documents in a timely manner to make the documents available in a searchable digital format. This effort aligns with the City's strategic goal of enhancing customer service and engagement by providing City services that are convenient and efficient.

The Development Services Department, along with the Information Technology Services Department, continue to work on solutions to prevent document backlog and streamline document retrieval and archiving. For example, architects, planners and builders are being encouraged to submit electronic versions of their building plans to eliminate the need for paper documents to be scanned. This method of submission will also be supported by Matrix Imaging, Inc. for appropriate sizing and archiving.

Staff requests that City Council authorize the City Manager to execute an amendment to the agreement with Matrix Imaging, Inc. for \$188,856 to continue to provide scanning, indexing, and conversion services.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service, Engagement, and Communication; Embrace Diversity, Equity, and Inclusion

Objective 1A: El Segundo provides unparalleled service to internal and external customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

### **PREPARED BY:**

Dalynna Moser, Information Technology Services Department

### **REVIEWED BY:**

Charles Mallory, Information Technology Services Director

### **APPROVED BY:**

Barbara Voss, Deputy City Manager

**Matrix Imaging, Inc. Contract Amendment**  
**December 21, 2021**  
**Page 3 of 3**

**ATTACHED SUPPORTING DOCUMENTS:**

None



## **City Council Agenda Statement**

**Meeting Date:** December 21, 2021

**Agenda Heading:** Consent

**Item Number:** B.7

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### **TITLE:**

Proposed Los Angeles Chargers Headquarters and Training Facility Development and Raytheon Storage Facility Relocation Project Development Agreement and Ordinance Second Reading (2000 E. El Segundo Boulevard)

### **RECOMMENDATION:**

Waive second reading and adopt an ordinance approving a second amendment to Development Agreement No. 11-02 (Agreement No. 4972A), and minor modifications to Specific Plan No. 11-01 Revision A.

### **FISCAL IMPACT:**

As proposed, development of this project and relocation of the storage facility will have limited financial benefit to the City's General Fund. The 2015 Gross Fiscal Impact and Economic Benefit Analysis for the overall El Segundo South Campus Specific Plan (ESSCSP) estimated a possible General Fund annual revenue increase of up to \$2,600,000 at theoretical buildout of the full ESSCSP area. After the proposed project is developed, the maximum future recurring General Fund revenue amount will be lower than initially estimated due to this proposed use not being a more traditional office building and/or retail development.

The proposed Development Agreement Amendment includes three, one-time contributions of \$1,000,000 for a total of \$3,000,000 to be deposited into the City's General Fund to be used to support the Plunge swimming pool rehabilitation capital improvement project.

### **BACKGROUND:**

On December 7, 2021, the City Council conducted a duly noticed public hearing to consider the development of Phase II of the El Segundo South Campus Specific Plan (ESSCSP) with a new corporate office headquarters and training facility for the Los Angeles Chargers, and demolition and reconstruction of a storage/warehouse building for Raytheon. At the public hearing, the project proponent and several speakers

# **Los Angeles Chargers Project Development Agreement and Ordinance Second Reading**

**December 21, 2021**

**Page 2 of 3**

addressed the City Council, all speaking in favor of the project.

During the December 7, 2021 public hearing, City Council expressed concern that the proposed amendment further prolongs the dedication of recreation/open space originally required when the specific plan was approved in 2016. City Council discussed the Planning Commission's recommended condition requiring the applicant to enter into an agreement with the City, committing to effectuate either Section 9.2 or Section 9.3 of Development Agreement No. 4972A. The Planning Commission's recommended condition required that this agreement occurred prior to issuance of a building permit for Raytheon's Butler building.

After further consideration and deliberation with the City Council, the applicant agreed to amend the provisions of the proposed second amendment to allow additional field use of the existing Raytheon park and extending the hours available to the City and community for limited practice use on weekdays and for practice and competitive play on weekends. The applicant also agreed to offer an approximate two-acre open space parcel along the eastern property line of the specific plan area. In exchange for the applicant's concessions, City Council removed the Planning Commission's recommended condition, allowing the proposed development in Phase II, and postpone the dedication of the recreation/open space until the next phase of development. Consequently, City Council introduced the proposed Ordinance for first reading and adopted resolutions approving the entitlements for the project on a 4-1 vote.

## **DISCUSSION:**

Based on the applicant's agreement to the terms of the second amendment of the Development Agreement, the Agreement has been modified to reflect and memorialize the agreed upon terms that were read into the record on December 7, 2021. City Council may waive second reading and adopt the Ordinance. If the Ordinance is adopted by City Council at its December 21, 2021 meeting, the effective date of the Ordinance will be January 20, 2022, 30 days from the adoption date.

## **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

## **PREPARED BY:**

Eduardo Schonborn, AICP, Planning Manager

## **REVIEWED BY:**

Michael Allen, AICP, Development Services Director

**Los Angeles Chargers Project Development Agreement and Ordinance Second Reading**

**December 21, 2021**

**Page 3 of 3**

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Ordinance No. \_\_\_\_\_

**ORDINANCE NO. 1631**

**AN UNCODIFIED ORDINANCE APPROVING A SECOND  
AMENDMENT TO DEVELOPMENT AGREEMENT NO. 11-02**

**THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** *Recitals.* The City Council declares as follows:

- A. On January 19, 2016, the City Council approved and adopted Development Agreement No. 11-02, El Segundo South Campus Specific Plan (“ESSCSP”), and the associated environmental impact report.
- B. On September 3, 2019, the City Council adopted Ordinance No. 1589 amending Development Agreement No. 11-02 to modify the development’s phasing, implementation of certain improvements, and mitigation measures.
- C. On October 4, 2021, CDC Mar Campus I, LLC filed an application for Minor Modifications to the ESSCSP No. 11-01 Revision “A”; second amendment to Development Agreement No. 11-02 (“Development Agreement Amendment”); Site Plan Review No. 21-01; Vesting Tentative Tract Map No. 83501; and Environmental Assessment No. 1305 to adopt an addendum (“Addendum”) to the Final Environmental Impact Report (EA-905) (“FEIR”) for the ESSCSP (State Clearinghouse No. 2012101081) for the for construction of a three-story building with partial basement totaling approximately 143,250 gross square feet and 122,080 square feet of net floor area; athletic practice fields; and parking in surface lots for a new sports facility on a 13.7 acre site in the southeast section of the Raytheon campus, located at 2000 East El Segundo Boulevard (Parcels 7 and 8) (the “Campus”). The development proposal identified in the preceding sentence is subsequently referred to as the “Project.”
- D. The City Development Services Department (“Department”) reviewed the Project applications for, among other things, consistency with the City’s General Plan, El Segundo Municipal Code (“ESMC”), and the ESSCSP.
- E. The Department also reviewed the Project in accordance with the California Environmental Quality Act (“CEQA”) and its associated promulgated regulations (“CEQA Regulations”).
- F. The Applicant and parties to Development Agreement No. 11-02—the Raytheon Company and City—seek to approve the Amended Development Agreement to delay the implementation of the Continental Boulevard extension, postpone the Nash Street extension, as relates to the relocation of the storage facility, and obligate the Applicant to construct the Nash Street extension if its sports facility project proceeds. The Applicant also proposes to pay \$3 million toward the Plunge

Saari Swim Stadium Pool Rehabilitation capital improvement project to delay park and open space requirements triggered by the Project. Additional description of the proposed modifications to the Amended Development Agreement are set forth in the staff report accompanying this Ordinance, which was presented to the City Council on December 7, 2021 and incorporated into this Ordinance by reference.

- G. On November 18, 2021, the Planning Commission conducted a duly noticed public hearing in accordance with Government Code § 65864 et seq. (“State Development Agreement Law”), to receive oral and written testimony and evidence regarding proposed entitlements associated with the Project, including the proposed Amended Development Agreement and Addendum
- H. On November 18, 2021, the Planning Commission adopted its Resolutions Nos. 2902, 2903, and 2904 recommending City Council approval of the Project approvals set forth in paragraphs A and B, above.
- I. In accordance with the Development Agreement Law, the City Council conducted a duly notice public hearing at its December 7, 2021 regular meeting to consider the Amended Development Agreement in light of all testimony and evidence. Notice of such public hearing was published in the El Segundo Herald on November 25, 2021, in accordance with Government Code § 65867.
- J. After the conclusion of the public hearing, the City Council approved this Ordinance for first reading, and, at its regular meeting of December 7, adopted this Ordinance via second reading in accordance with the findings set forth below.

**SECTION 2.** *Findings in Support of Development Agreement Amendment.* The City Council finds as follows, in accordance with Government Code Section 65867.5:

- A. General Plan Consistency: The Development Agreement Amendment is consistent with the goals, policies, and objectives of the General Plan and will not obstruct their attainment as the Project is consistent with the following:

Economic Development Element:

The City’s Economic Development Element of the General Plan specifies the following:

*Obj. ED1-2:* Center diversification efforts on targeted industries that meet the City’s criteria for job creation, growth potential, fiscal impact, and fit with local resources.

*Policy ED1-2.1:* Seek to expand El Segundo’s retail and commercial base so that the diverse needs of the City’s business and residential communities are met.

The Project promotes economic development and improves the City’s tax base through inclusion of a broader range of office and land uses that contribute to the

balance and sustainability of local economy and patronage of commercial uses in the area of the project site.

Land Use Element:

The City's Economic Development Element of the General Plan specifies the following:

Goal LU7: Provide the highest quality public facilities, services, and public infrastructure possible to the community.

Policy LU7-1.2: No new development shall be allowed unless adequate public facilities are in place or provided for.

Policy LU7-2.3: All new development shall place utilities underground.

The Project is required to pay development impact fees, including for facilities, vehicles, and equipment for law enforcement, fire suppression, and general services, as well as road projects. Further, the Project site is located in an urbanized area with adequate infrastructure in place to accommodate the Project.

Open Space Element:

Goal OS1: Provide and maintain high quality open space and recreational facilities that meet the needs of the existing and future residents and employees within the City.

The Project will pay impact fees, including those for general services, which will be used to fund public pools. Further, the DA Amendment contains provisions to provide an alternative by allowing public use of Raytheon's existing employee park .

B. ESSCSP Consistency: The Development Agreement Amendment is consistent with the ESSCSP because it will allow the creation of job opportunities and balance growth, local resources and infrastructure capacity and need. Further, the Development Agreement Amendment will provide a basis for a positive contribution to the maintenance and expansion the City's facilities.

**SECTION 3.** *Approval of Development Agreement Amendment.* Pursuant to the findings set forth above, the City Council approves the Development Agreement Amendment subject to such necessary minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney, prior to the execution thereof. The full text of the Development Agreement, as hereby amended, is attached hereto as Exhibit A.

**SECTION 4.** *Environmental Review.* On December 7, 2021, the City Council adopted Resolution No. 5289 approving an Addendum to the FEIR for the ESSCSP (State Clearinghouse No. 2012101081) for the Project which, among other things, duly assesses the environmental impact of this Ordinance, the Development Agreement Amendment,



and the Project, in accordance with CEQA. This Ordinance incorporates the environmental findings and analysis set forth in Resolution No. 5289 by reference.

**SECTION 5.** *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

**SECTION 6.** *Inconsistent Provisions.* Any provision of the El Segundo Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

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

**SECTION 8.** *Publication and Effective Date.* The Mayor will sign and the City Clerk will attest to the passage of this Ordinance. The City Clerk will cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance will take effect on the 30th day following its final passage and adoption.

**SECTION 9.** *Execution of Ordinance and Development Agreement Amendment.* The Mayor or presiding officer is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or duly appointed deputy, is directed to attest thereto. The City Manager is delegated to execute the Development Agreement Amendment and all other associated documents to effectuate its terms.

**SECTION 10.** *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

**SECTION 11.** *Recordation.* In accordance with Government Code § 65868.5, within 10 days of full execution of the Development Agreement Amendment, the City Clerk will cause a copy of the Development Agreement Amendment to be recorded in the office of the Los Angeles County Registrar-Recorder/County Clerk.

**ORDINANCE NO. \_\_\_\_ HAD ITS FIRST READING ON \_\_\_\_\_, ITS SECOND READING ON \_\_\_\_\_, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AT ITS REGULAR MEETING OF \_\_\_\_\_.**

**Drew Boyles, Mayor**

**ATTEST:**

**Tracy Weaver, City Clerk**

**APPROVED AS TO FORM:**

**Mark Hensley, City Attorney**

**EXHIBIT "A"**  
**SECOND AMENDMENT TO**  
**DEVELOPMENT AGREEMENT NO. 11-02**

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF EL SEGUNDO 350 Main Street El Segundo, California 90245	EXEMPT FROM RECORDER'S FEES Pursuant to Government Code § 6103
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**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF EL SEGUNDO,  
CDC MAR EAST CAMPUS 1 LLC, AND  
RAYTHEON COMPANY**

**THIS AGREEMENT MUST BE RECORDED WITHIN TEN DAYS OF EXECUTION  
BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT  
CODE § 65868.5**

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (“Second Amendment”) is made and entered into by and between the CITY OF EL SEGUNDO (“City”), a general law city and municipal corporation, RAYTHEON COMPANY (“Developer” or “RAYTHEON”), a Delaware corporation, and CDC MAR EAST CAMPUS 1 LLC (“CDC MAR”), a California limited liability company, as of this \_\_\_\_\_, 2021, City, CDC MAR and Developer are also individually referred to as “Party” and collectively as “Parties.”

### RECITALS

WHEREAS, the City and Developer entered into a Development Agreement (“Agreement”) on or about the 24th day of March, 2016 with respect to the real property identified on Exhibit A thereto; and

WHEREAS, the City and Developer entered into that certain First Amendment to the Agreement (“First Amendment”) on or about November 5, 2019; and

WHEREAS, Developer and CDC MAR executed that certain Assignment and Assumption Agreement recorded April 4, 2021 as County of Los Angeles Recorder’s Office document No. 20210545516, by which CDC MAR became a part of the Agreement and First Amendment; and

WHEREAS, the Parties now desire to amend the Agreement with this Second Amendment to further specify phasing of the Project and the timing of certain Project improvements and/or conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, City, CDC MAR and Developer agree as follows:

**1. Section 1 of the Agreement (“Definitions”) shall be amended as following:**

**“Effective Date” shall be amended to include the following definition:**

As to the Second Amendment, the Effective Date shall be the date of the Enabling Ordinance as to the Second Amendment.

**“Enabling Ordinance” shall be amended to include the following definition:**

As to the Second Amendment, the enabling ordinance is Ordinance No. 1631

**“Project Approvals” shall be amended to include the following items:**

- First Amendment to the Development Agreement between City and Developer dated November 5, 2019;
- Minor Modifications to Specific Plan 11-01 Revision A (“Modified Specific Plan”);
- This Second Amendment (DA 11-02);
- Addendum to the Raytheon El Segundo South Campus Specific Plan Project Final EIR (SCH# 2012101081);
- Environmental Assessment No. EA-1305
- Vesting Subdivision Map No. 83507 (21-02) as approved by Resolution No. 5291.
- Site Plan Review 21-01 and Planning Commission Resolution 2903 (Sports Facility)
- Site Plan Review 21-02 and Planning Commission Resolution 2904 (Storage Facility)

“**Sports Complex Project**” means the building of no more than 150,000 square feet of building area and sports practice and workout facilities on approximately 14 acres of land for use by the Los Angeles Chargers Headquarters and practice facilities which is more specifically described in the Project Approvals.

**2. Revised Exhibit F and Exhibit G (referenced below) and new Exhibit H are attached hereto and incorporated herein by this reference.**

**3. Section 7.10 is hereby added to read as follows:**

“7.10 Relocation Project.

If and only if the Recreation Facilities Use Agreement (“RFUA”) in the form attached hereto and incorporated herein by this reference as Revised Exhibit D is executed by RAYTHEON and the City and is in full force and effect, the relocation of the existing uses within Buildings E-20 and E-21 to one or more new buildings that will be constructed on Parcel 18 of the Modified Specific Plan (“Relocation Project”), shall be deemed to not trigger the requirements of Section 7.1.2 or 7.2.1 above, provided said new building or buildings have a total net square footage less than or equal to the combined net square footage of Buildings E-20 and E-21 as described in Exhibit B.

**4. The Agreement and First Amendment are amended such that all references to Parcels 1 through 26 in the Agreement shall refer to those Parcels as they are depicted in Exhibit 5 to the Modified Specific Plan rather than in Vesting Map No. 71551 or Vesting Map No. 83507.**

**5. Section 9.4 is hereby added to read as follows:**

**“9.4** The Sports Complex Project and the Relocation Project shall not trigger the requirements of Sections 9 of this Agreement, including sections 9.1, 9.2, or 9.3 of this Agreement which are alternative options for Raytheon or CDC Mar to meet the requirements of Section 9 of this Agreement. If the City receives the first \$1 million payment pursuant to Section, and it is not subsequently required to return it to CDC Mar, then the 7.54 acre requirement set forth in Section 9, shall be reduced to 7.34 acres.

**6. Section 10.4 is hereby added to read as follows:**

10.4 CDC/MAR Payment and Land Dedication to the City

a. Upon City’s final approval of the items listed under “Project Approvals” above, CDC MAR shall deposit with the City \$1,000,000. The \$1,000,000 once deposited with the City shall be non-refundable to CDC MAR and shall only be used by the City for Approved Expenditures for the Urho Saari Swim Stadium (“The Plunge”) as defined below in subsection (b).

b. The use of the Deposit shall be limited to capital projects for The Plunge, specifically hard and soft costs of the City Council-approved project (the “Approved Expenditures”).

c. In addition to subsection (a) above, CDC MAR shall deposit into an escrow account \$2,000,000 (“the “Deposit”) upon CDC MAR purchase of the land required for the Sports Complex Project which shall take place within 10 days of the date that all of the entitlements required for the Sports Complex Project are approved and past all applicable challenge periods (the “Close of Escrow”) and in no event later than six months after the Effective Date unless a legal challenge is filed challenging said entitlements. If a legal challenge is filed, the time period for depositing the \$2,000,000 into escrow shall be the later of the (i) Close of Escrow, or (ii) six months after the date that the litigation is fully adjudicated by a court of competent jurisdiction or is settled by the parties thereto.

d. The Deposit shall be released from the escrow account to the City in phases as follows: (1) \$1,000,000 upon the City’s issuance of a building permit for construction of the Sports Complex Project; and (2) \$1,000,000 upon City’s issuance of the permanent certificate of occupancy for the entire Sports Complex Project (the “Permanent C of O”).

e. Except as set forth in Section 10.4.g., once an amount has been released from escrow to the City, the City shall be entitled to keep and use such amount; however the amounts received by the City shall only be used for Approved Expenditures

f. If no building permit is issued for the Sports Complex Project within twelve (12) months of the Effective Date, the Deposit shall be released to CDC MAR.

g. Within 12 months of the recording of the final Map for the Sports Complex Project, CDC Mar will offer for dedication to the City the approximate two acres of property identified in Exhibit H. This offer of dedication is separate and distinct from the obligations set forth in Section 9 of this Agreement and does not offset or alter the requirements of Section 9.

h. If the approximate three (3) acres of land that is being transferred by Raytheon to CDC Mar for purposes of constructing the Sports Complex Project (Described in Exhibit G), which acreage was part of Phase IV is not developed for purposes of the Sports Complex Project within the time periods set forth above, then the right to develop the three acres for the Sports Complex Project shall terminate and either CDC Mar may (i) transfer the three acres back to Raytheon (subject to Raytheon's sole discretion) and the parcels will be reconfigured to the substantially conform to their legal descriptions and the three acres will be returned to Phase IV, and the City will return any payments it has received pursuant to this Section 10.4 to CDC MAR, or (ii) the City Council has the right in its sole discretion to approve another development or structure(s) to be built on the three acres. Additionally, if the Sports Complex Projects does not proceed then the suspension of the transfer of development rights will apply to the three acres described on Exhibit G unless and until the City has approved a project or building pursuant to this Section 10.4.g.

i. The City and CDC MAR designate First American as the escrow company and shall provide written instructions to same consistent with the terms of this Second Amendment.

**7. Section 4.14 is hereby added to read as follows:**

Section 4.14: Transfer of Development Rights: Any right to transfer development rights as provided for in the Project Approvals is hereby suspended with regard to properties located within Phase III and Phase IV in Exhibit F unless and until the requirements of Section 9 of this Agreement are satisfied and either 9.1, 9.2, or 9.3 have been implemented. This Section shall not apply to Phases I and II in Exhibit F.

**8. Section 23 ("Notices") is hereby amendment to include the following:**

To CDC MAR: CDC MAR East Campus 1 LLC  
c/o Continental Development Corporation  
2041 Rosecrans Avenue, Suite 200  
El Segundo, CA 90245  
Attn: Richard C. Lundquist  
Email: rlundquist@continentaldevelopment.com

With a copy to: Continental Development Corporation  
2041 Rosecrans Avenue, Suite 200  
El Segundo, CA 90245  
Attn: Alex J. Rose.  
Email: arose@continentaldevelopment.com

and

Mar Ventures, Inc.



721 N. Douglas Street  
El Segundo, CA 90245  
Attn: Allan W. Mackenzie  
Email: allan.mackenzie@marventures.com

and

Best Best & Krieger  
300 S. Grand Ave, Suite 2500  
Los Angeles, CA 90071  
Attn: Seth Merewitz, Esq.  
Email: seth.merewitz@bbklaw.com

8. Except with respect to the specific changes made in this Second Amendment, the entire Agreement and First Amendment shall remain in full force and effect and not be amended or superseded by this Second Amendment. Furthermore, each party represents and warrants that to its knowledge that the other party has fulfilled those obligations that have matured as of the date of this Second Amendment. The individuals and parties executing the Agreement below, respectively warrant and represent that they have the authority to execute this Agreement.

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

**CITY**

**DEVELOPER**

CITY OF EL SEGUNDO,  
a municipal corporation

RAYTHEON COMPANY,  
a Delaware corporation

\_\_\_\_\_  
Drew Boyles, Mayor

\_\_\_\_\_  
By: [TBD]  
Its:

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Hensley,  
City Attorney

**CDC MAR**

**CDC MAR EAST CAMPUS 1 LLC,**  
a California limited liability company

By: CDC East Campus 1 LLC,  
a California limited liability company  
Its Managing Member

By: Continental Development Corporation,  
a California corporation  
Its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

[INSERT PARK RFUA]

**RECREATION FACILITY USE AGREEMENT  
BETWEEN THE CITY OF EL SEGUNDO AND RAYTHEON COMPANY  
REGARDING USE OF RECREATIONAL FIELDS**

This Recreation Facility Use Agreement ("Agreement") is entered into by and between the City of El Segundo ("City") and Raytheon Company, a Delaware corporation ("RTX") as of January 1, 2022.

**RECITALS:**

A. The City has a lack of recreational fields available for its residents and RTX owns improved recreational fields and parking lots on the RTX Campus.

B. The City and RTX have had an informal arrangement for many years concerning the use of the improved recreational fields and parking lots on the RTX Campus.

C. The City and RTX are now interested in entering into this Agreement for the City's use of the RTX property for recreational purposes for local employees, residents and local user groups (collectively, "City Participants") as defined herein.

**NOW, THEREFORE, IT IS AGREED:**

1. City's Use of RTX Recreational Fields. RTX shall grant the City, subject to the conditions herein, a non-exclusive license to allow City Participants to use RTX's improved recreational fields located on the RTX Campus, as set forth herein as Exhibit A and includes the various types of recreation facilities included in Exhibit A, without limitation the tennis courts ("Recreational Fields"). The City shall further have a non-exclusive right to limited parking by City Participants in connection with the Recreational Field use, as reasonably designated by RTX and as may be adjusted from time to time. All use by City Participants shall be scheduled in advance and set forth herein as the Recreation Facilities shall not be open for "drop-by" or unscheduled use by the City Participants. The City shall be allowed to schedule use of the Recreational Fields for City Participants from 5:00 p.m. to 9:00 p.m. Monday through Friday and from 8:00 a.m. to 9:00 p.m. on the weekends. Also, the City shall be allowed to schedule use of the Recreation Fields on a case-by-case basis subject to the reasonable discretion of RTX. The Recreational Fields are used by employees of RTX and for RTX events and RTX will have first priority in use. Based upon security and other operational concerns, the joint use by RTX and City Participants may be allowed at RTX's reasonable discretion for the purpose of limiting the total number of individuals using the Recreational Fields at the same time or not permitting incompatible uses on the Recreation Fields at the same times. City Participants shall be limited to using the Recreational Fields for practice purposes and competitive games between two or more teams shall not be allowed. Notwithstanding the preceding provisions, the City shall have the right to schedule play on a minimum of two Recreational Fields at all times identified above and RTX employees will have priority use of one softball field. City participants shall be limited to Recreational Fields for practice purposes

from Monday through Friday and for practice and competitive play purposes on the weekend, however, RTX retains the right to approve of adult competitive play in its reasonable discretion. All or portions of the Recreational Fields may be shut down by RTX in its reasonable discretion for repair purposes to allow for the grass playing field areas to be reseeded/rejuvenated or repaired and for maintenance or repair purposes of other facilities.

2. Closure of Fields. RTX has the right in its sole discretion to shut down the Recreation Fields due to national emergencies, pandemics or other similar situations or due to local, state or federal mandates or recommendations, or arising from the reasonable security issues of RTX or its government customers, and the City shall not be able to utilize the Recreation Fields during such time period.

3. RTX and City Scheduling. On at least a quarterly basis RTX and the City shall meet for purposes of allowing the City to schedule use of the Recreation Fields by City Participants in accordance with the above rights and restrictions. These meetings will be used to coordinate the scheduling of RTX and the City's use of the fields for purposes of allowing the City to provide use of the Recreation Fields for City Participants that have ongoing or seasonal needs for recreation fields. Case-by-case uses that are known in advance shall also be discussed at these meetings but can also be communicated about at any time.

4. City's Use Policy. All use of the Recreational Fields, once approved by RTX as set forth above, shall be administered by and through City. The City has an approved "Athletic Field/Facility Use and Allocation Policy," as set forth herein as Exhibit B ("City Policy"). City shall utilize the City Policy (e.g. Process for Obtaining Permits, Liability Insurance Requirements, Miscellaneous Rules, Trash/Field Clean, Athletic Field/Facility Use Rules and Regulations, Application and Agreement Request) and require all users of the Recreational Fields to comply with the relevant provisions and requirements of the City Policy. Any changes to the City Policy are subject to review by RTX for use of the Recreational Fields.

5. Compliance with RTX Rules and Regulations. The use by the City and City Participants of the Recreational Fields and associated parking shall comply with RTX rules and regulations, including but not limited to the requirement that City Participants sign a Use Agreement and Agreement to Release and Indemnify RTX. Failure by any user to comply with the RTX Park Rules shall result in suspension of the such user's use of the Recreational Fields. The current TRX rules and regulations and use agreement, and release and indemnity agreement are attached hereto as Exhibit C and RTX retains the right to amend these rules, regulations and agreements from time to time in its reasonable discretion.

6. Maintenance Obligations; Accessibility. RTX shall be solely responsible for all maintenance obligations of the Recreational Fields. Unless otherwise expressly agreed in writing, City shall have no financial liability for the use of the Recreational Fields. RTX will study the Americans with Disabilities Act ("ADA") to determine potential

ADA access to the Recreational Fields and implement such appropriate access measures in its discretion.

7. Liability Insurance; Indemnity.

a. RTX shall require liability insurance from City and all users in the amounts set for in the Liability Insurance Requirements section of the City Policy. City shall provide, upon request by RTX, evidence of such coverages, which shall name RTX as an additional insured.

b. The City hereby agree to indemnify and hold RTX harmless from and against all claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of (i) City Participants' use and occupancy on the Recreational Fields pursuant to this Agreement, (ii) any breach or default on their part in the performance of any of their obligations under this Agreement, or (iii) any act or negligence of the City or of any of their agents, contractors, servants, employees or licensees with respect to the Recreational Fields. The City's indemnity shall not extend to claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of the gross negligence or intentional misconduct of RTX. This indemnity shall survive termination of this Agreement.

8. Term; Termination. This Agreement shall be effective as of January 1, 2022, and shall continue in effect at least until the earlier of (i) January 1, 2036, (ii) expiration of the Development Agreement between the City and RTX dated March 24, 2016, and any amendments thereto, or (iii) the satisfaction by RTX of the requirements set forth in Section 9 of such Development Agreement. Thereafter, this Agreement shall be automatically renewed from year to year, unless either party gives notice to the other party, on or before May 1 of each year, of its intent to seek amendment or not to renew this Agreement.

9. Security. The Recreational Fields are located within a secure campus and all users will be subject to the security requirements of RTX and will be required to be pre-approved for entry and provide required identification. No one will be admitted that is not pre-approved by RTX in their sole discretion.

10. Notice. Notices under this Agreement shall be given in writing, by personal delivery, or first class mail, addressed to:

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

City of El Segundo  
Attn: City Clerk  
350 Main Street

El Segundo, CA 90245

Raytheon Company  
Attn: \_\_\_\_\_  
[address]

Either party may change the person or address to which notices shall be given by providing written notice to the other party.

11. Complete and Final Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the parties and supersedes any prior written or oral discussions, negotiations, understandings or agreements between the parties.

12. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other party. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto, or their respective successors, assigns, heirs and legal representatives any interest or rights (including without limitation any third party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have approved the execution of this Agreement by their duly authorized representatives, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL SEGUNDO**

\_\_\_\_\_  
Mayor, City of El Segundo  
Dated: \_\_\_\_\_, 2021

Attest:

\_\_\_\_\_  
Tracy Weaver, City Clerk

Approved as to Form:

---

Mark Hensley, City Attorney

**RAYTHEON COMPANY**

---

By:

Dated: \_\_\_\_\_, 2021



**RFUA EXHIBIT “A”**

**RECREATIONAL FIELDS**

[Insert Map of Recreational Fields]





E23 Raytheon Employee Park

Proposed parking

Softball field

Soccer field

Softball field

Kaul Investments

- 2 sporting events per day
- 1 softball field
- 1 soccer field
- Picnic area – considered special event
- Tennis courts- special event



**RFUA EXHIBIT “B”**

**CITY POLICY**

[Insert 2015 Athletic Field/Facility Use and Allocation Policy]

### **Raytheon Employee Park Rules**

**Hours: Sunrise to 9:00 p.m.**

#### **Prior approval/authorization required to use the park**

- The park is for company use only and is not open to the public- Only employees and their guest (s) are allowed. Public or special event use must be coordinated through the City of El Segundo contact Shawn Green 310 227-5937.
- Park guest(s) - Must adhere to all state and local public health guidance and regulations
- Park guest must be accompanied by an employee at all times, unless authorized as an approved event through the City of El Segundo
- Park guest must clean up after themselves
- Park guest must bring their own equipment and remove the equipment when they leave
- No animals or pets permitted (except for service animals)
- No alcoholic beverages allowed without prior written approval
- The following items and activities are prohibited: golf, baseball, skateboards, skates, bicycles, boomerangs, kites, model rockets, and powered or remote controlled models or toys
- No vehicles are allowed on the park grounds
- Raytheon assumes no liability for lost or stolen items – use the park at your own risk

**To report an emergency, call 310.607.7777**

**For questions contact Shawn Green 310 227-5937**

# RFUA EXHIBIT "C"

## Raytheon El Segundo Baseball Field Use Agreement And Agreement To Release And Indemnify

On \_\_\_\_\_, 2021 ("Effective Date"), Raytheon Company ("Raytheon") hereby grants "(COMPANY NAME)" permission to enter onto the Raytheon property located at 2000 E. El Segundo Blvd., El Segundo, CA, for the sole purpose of using Raytheon's baseball field (the "Facility") by (COMPANY NAME)'s participants (hereinafter referred to as the "Activity"). Raytheon and (COMPANY NAME) understand and agree to the following:

1. Facility Use License: Raytheon hereby authorizes (COMPANY NAME) and its participants, including players, families, spectators, umpires and (COMPANY NAME) officials to enter Raytheon's property to use the Facility, including the adjacent parking lot and bathrooms.
2. Term: The time periods for this agreement is from \_\_\_\_\_, and may be extended only if the parties mutually agree in writing.
3. Entry on and Use of Raytheon Property: The Facility is located on a restricted access property, so (COMPANY NAME) participants must do the following to gain entry:
  - a. Enter the property through the gate at the intersection of El Segundo and Intercontinental Boulevards;
  - b. Inform the security guard the purpose of the entry;
  - c. Show photo identification and, if requested, have their vehicle visually searched (as all cars entering the property are required to do);
  - d. Park in the lot nearest to the baseball field;
  - e. Comply with all traffic control signs;
  - f. Comply with Raytheon Security guidance and instructions to ensure safety at all times on the property;
  - g. Comply with all applicable federal, state and local laws and regulations;
  - h. Depart the property immediately when instructed by Raytheon Security, and refusal to do so will be treated as trespassing subject to legal enforcement; and
  - i. Remove all equipment and trash from the Facility at the end of each day's use.
4. Facility Schedule Coordination: To ensure the Facility is available for use on (COMPANY NAME)'s requested dates and times, (COMPANY NAME) must coordinate with Chanea Banks (cmbanks@raytheon.com); 310-505-9677 at least 30 days in advance of the first use. Raytheon reserves the right to deny any request for use of the Facility and/or limit access to the Facility with or without advance notice. However, Raytheon will use reasonable efforts to provide advance notice to

(COMPANY NAME) of all scheduling changes and to ensure Security is informed of (COMPANY NAME)'s scheduled use.

5. Termination: Raytheon may terminate this agreement at any time with a 30-days advance written notice. In its sole discretion, Raytheon may terminate this agreement immediately if (COMPANY NAME) participants:
  - a. Violate Raytheon rules and regulations pertaining to access to the property or use of the Facility; or
  - b. Cause damage to the Facility or any other facilities or appurtenances on the Raytheon property.
6. Disputes & Remedies:
  - a. Except as otherwise provided herein, each party's rights and remedies under this agreement are in addition to its rights and remedies at law or in equity. A party's failure to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.
7. Publicity: A party may only use the other party's name, logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content or endorsement, with that party's prior written consent.
8. Warranty:
  9. Raytheon does not warrant the condition of the Facility for (COMPANY NAME)'s use. (COMPANY NAME) agrees to use the Facility as-is and accepts responsibility for putting the Facility in the condition needed for its use.
  10. (COMPANY NAME) shall be liable for all damage to the Facility and its appurtenances caused by (COMPANY NAME) participants, and shall reimburse Raytheon for reasonable repair or replacement costs, including Raytheon's reasonable management. costs.
11. Assignment: Neither party may assign this agreement without the other party's prior written consent.
12. Relationship: This agreement does not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the parties' rights and obligations are only those expressly set forth herein. Neither party has the authority to bind the other except to the extent expressly authorized herein. Neither party shall act as an agent for the other.

13. Limitation of Liability

- a. Indemnity: In consideration of the permission hereby extended to **(COMPANY NAME)** by Raytheon under this agreement, **(COMPANY NAME)** hereby agrees to release, indemnify and hold harmless Raytheon (including, but not limited to its officers, directors, employees, agents, successors and assigns), from any and all liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees and costs, for personal injury, property damage or other claims, known or unknown and whether or not well founded in fact or law, which third parties or **(COMPANY NAME)** (including, but not limited to its officers, directors, employees, agents, successors and assigns) has or may have arising as a result of the permission extended to **(COMPANY NAME)** pursuant to this agreement.

14. Insurance:

- a. **(COMPANY NAME)** shall maintain Commercial General Liability coverage (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of \$1,000,000 per occurrence.
- b. Upon Raytheon's request, **(COMPANY NAME)** shall (i) provide Raytheon with certificates of insurance evidencing required insurance, (ii) arrange for a waiver of subrogation in favor of Raytheon, and (iii) in the case of the Commercial General Liability policies direct that Raytheon be added as an additional insured.

15. Notices: All notices under this agreement shall be in writing and shall be deemed properly delivered when sent to the other party by (a) certified mail or express mail at the following address (or such address as a Party designates in writing), or (b) by email to the following address when the other party confirms receipt of the email.

Raytheon Company  
2000 E. El Segundo Blvd.  
M/S EO/E04/P120  
El Segundo, CA 90254  
Supply Chain Management  
ATTN: Kelly Bennett  
Email: [kelly.j.bennett@raytheon.com](mailto:kelly.j.bennett@raytheon.com)

**Company Name**  
**Street Address**  
**City, Zip Code**  
**Contact Name.**  
**Phone:**  
**Email:**

16. COVID Regulation Compliance: **(COMPANY NAME)** shall be solely responsible for compliance with all state and local public health guidance and regulations.

By signing below, **(COMPANY NAME)** acknowledges that it has read and understands this agreement. This agreement shall be governed by the laws of the State of California, which shall be the forum for any actions filed under or incident to this agreement or to the Activity. If

any portion of this agreement is held invalid, the rest of the document shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties executed this agreement in duplicate originals by their duly authorized representatives effective as of the day and year last below written.

**Raytheon Company**

**COMPANY NAME**

\_\_\_\_\_  
Signature  
Name:  
Title: Supply Chain Management  
Date: \_\_\_\_\_, 2021

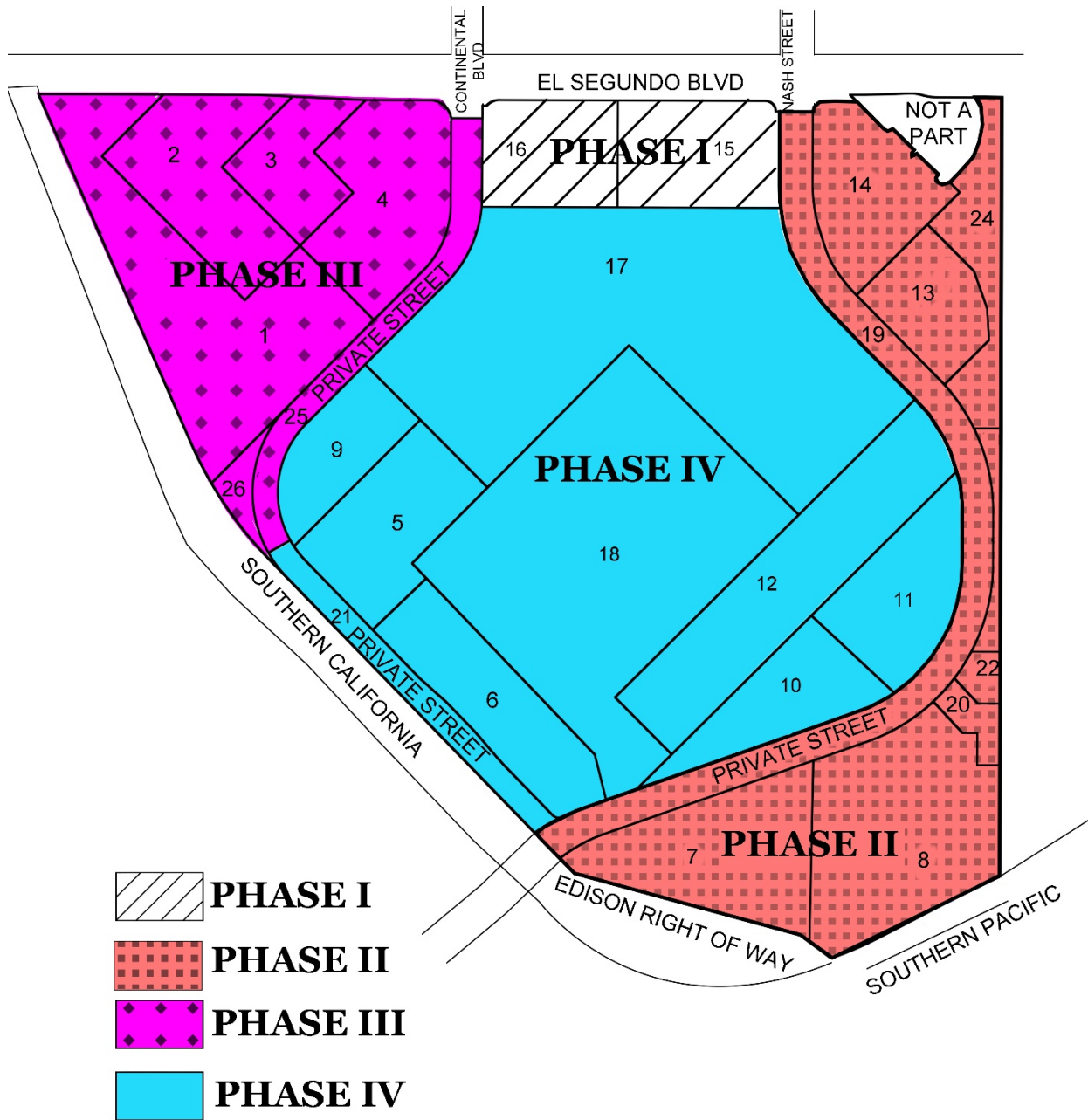
\_\_\_\_\_  
**Signature**  
Name:  
Title:  
Date: \_\_\_\_\_, 2021



**EXHIBIT F**

[INSERT REVISED]

# EXHIBIT F



<b>Exhibit Parcel #</b>	<b>Tract Map 71551</b>	<b>Tract Map 83507</b>
1	1	-
2	2	-
3	3	-
4	4	-
5	-	5
6	-	6
7	-	7
8	-	8
9	-	9
10	-	10
11	-	11
12	12	-
13	13	-
14	14	-
15	15	-
16	16	-
17	17	-
18	-	1
19	-	2
20	-	3
21	-	4
22	-	12
23	-	13
24	24	-
25	25	-
26	26	-

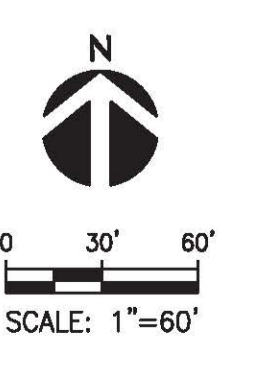
**EXHIBIT G**

[INSERT 3 ACRES PARCEL]

EXHIBIT G

-3-







**EXHIBIT H**

[INSERT LAND FOR OFFER OF DEDICATION]

# El Segundo Blvd

approximately 2 acres

30ft

160ft

1760ft

95ft





## City Council Agenda Statement

Meeting Date: December 21, 2021

Agenda Heading: Staff Presentations

Item Number: D.9

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### TITLE:

Park Place Roadway Extension and Grade Separation Project Addendum to Final Environmental Impact Report and Agreements for Engineering Design

### RECOMMENDATION:

1. Adopt a resolution approving an addendum to the Final Environmental Impact Report for the Park Place Extension and Grade Separation project.
2. Authorize the City Manager to execute a Professional Service Agreement with Moffatt & Nichol for \$7,285,367 for the engineering design of the Park Place Roadway Extension and Grade Separation project and authorize an additional \$500,000 for design related contingencies.
3. Authorize the City Manager to execute a Professional Service Agreement with Michael Baker International, Inc. for \$250,000 for consulting services for the Park Place Roadway Extension and Grade Separation project.

### FISCAL IMPACT:

The total project design cost of \$8,035,367 is to be funded from Measure R and Prop C. The first year cost of \$7,129,514 is included in the Adopted FY 2021/22 Budget, and the rest of the project cost of \$905,853 will be proposed in the FY 2022/23 budget.

Amount Budgeted: \$7,420,000

Additional Appropriation: No.

Account Number(s): \$6,000,000 from 110-400-8203-8929 (Measure R Fund)

\$1,420,000 from 114-400-8203-8929 (Prop C Fund)

### BACKGROUND:

The Park Place Roadway Extension and Grade Separation Project will connect existing segments of Park Place between Allied Way and Nash Street to provide a continuous roadway from Douglas Street to Pacific Coast Highway (PCH). Also included in the



## **Park Place Addendum and Design Award**

**December 21, 2021**

**Page 2 of 4**

scope of this project is the design of two separate active railroad bridges for the Union Pacific Railroad (UPRR) and Burthington Northern Santa Fe (BNSF). The construction of this section of Park Place will provide traffic relief to Rosecrans, as well as direct access from PCH to Douglas and thereby to the 105 Freeway. The overall project consists of identifying and acquiring the needed right-of-way, and performing the engineering design of a new four-lane roadway, a round-about, needed extensions of utilities, necessary environmental remediation work, two separate new bridges for active UPRR and BNSF railroad lines, drainage, traffic signals, and landscaping/irrigation. The estimated construction cost of this project is \$120,000,000.

On May 7, 2019, City Council approved Environmental Assessment No. EA-1152 and certified the Final Environmental Impact Report (FEIR) for the Project with only one bridge to serve both UPRR and BNSF railroads. Subsequently, both UPRR and BNSF requested the City for the design and construction of two grade separation bridges instead of one bridge. This request triggered the process of an addendum to the approved FEIR to determine whether the proposed modification (two separate bridges instead of one bridge) would result in new or substantially more significant environmental impacts compared to the identified impacts which were previously found in the 2019 Certified FEIR.

On January 19, 2021, City Council approved a second amendment to the Measure R Funding Agreement between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority to receive an additional \$5,000,000 for a total of \$5,350,000 from Measure R funding source to fund the preparation of the Engineering Plans, Specifications and Estimate (PS&E) of the Project, and authorized staff to solicit a Request for Proposal (RFP) for the design of this project.

### **DISCUSSION:**

At the direction of City Council, staff issued an RFP on February 3, 2021. Subsequently, on April 27, 2021, five proposals were received from the following consulting firms:

1. Moffatt & Nichol (Long Beach, CA)
2. Michael Baker International (Santa Ana, CA)
3. NCM (Irvine, CA)
4. Biggs Cardosa Associates, Inc. (Orange, CA)
5. David Evans and Associates, Inc. (Tustin, CA)

All five proposals were evaluated and ranked based on consultant team qualifications, overall experience, project understanding and approach, and references. Moffat & Nichol, Michael Baker International, and NCM were ranked the top three firms and were interviewed by a panel on June 24, 2021. Moffat & Nichol was identified as the first ranked firm and Michael Baker International was identified as the second ranked firm. Consequently, the staff is recommending the award of the engineering design of this project to Moffat & Nichol. Further, due to the complexity of the project, staff is

**Park Place Addendum and Design Award**

**December 21, 2021**

**Page 3 of 4**

recommending the award of an agreement with Michael Baker International to provide their input as an independent adviser directly to the City. Michael Baker International was ranked second in the selection process and prepared all previously completed environmental-related work for this project.

Regarding the required addendum to the FEIR, this addendum has been completed and is ready for adoption. The addendum supported the conclusion that the proposed project modification was minor in nature, and that the technical changes did not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In addition, the proposed project modification would not result in any new or substantially increased significant environmental impacts, new mitigation measures, or new alternatives that would substantially reduce significant impacts.

Staff respectfully recommends City Council approve the recommendations as noted. With City Council authorization, the design of the project is expected to be completed in 2024.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an appealing, safe and effective community.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

**PREPARED BY:**

Lifan Xu, City Engineer

**REVIEWED BY:**

Elias Sassoon, Public Works Director

**APPROVED BY:**

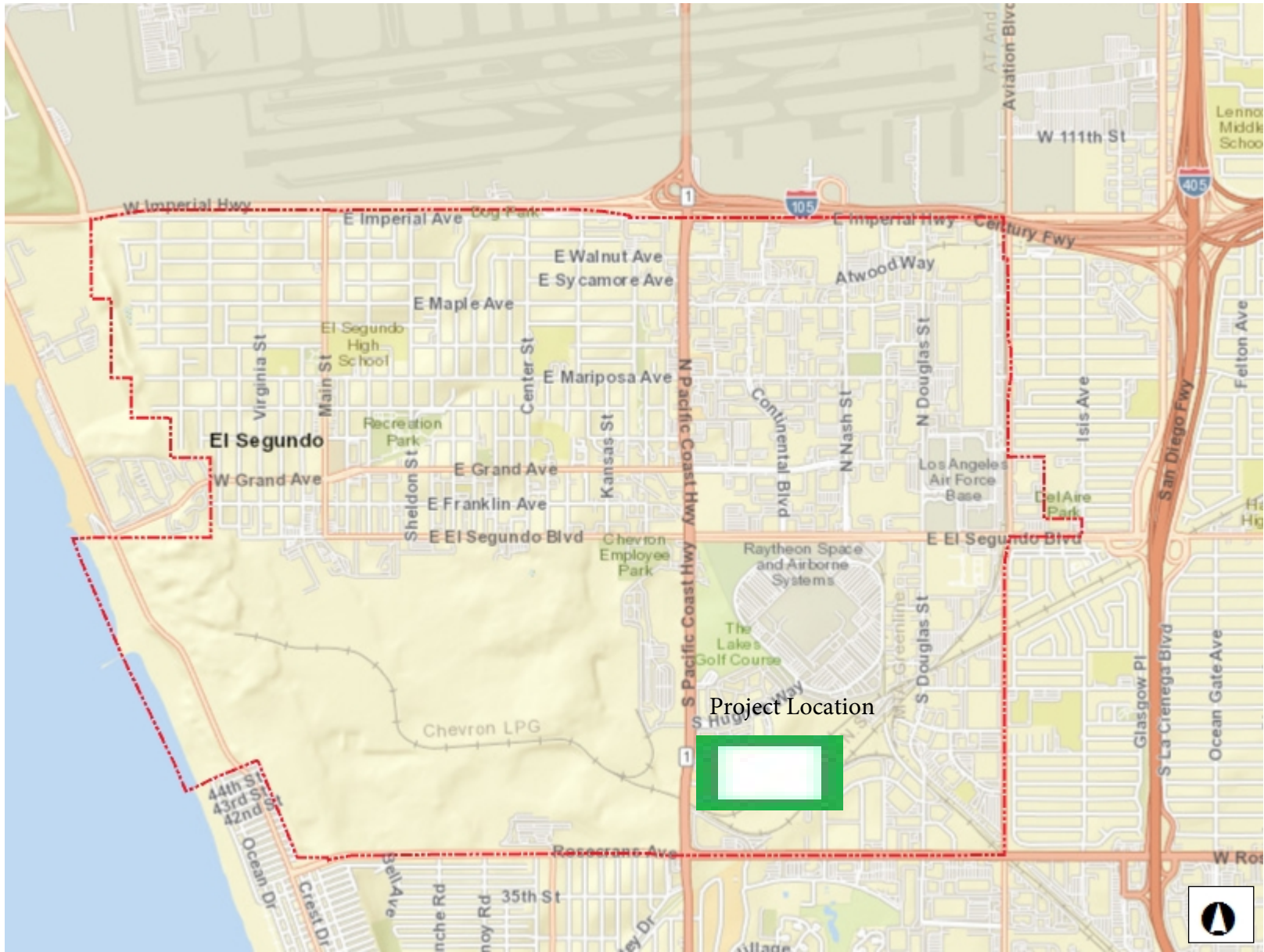
Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Park Place Extension Vicinity Map
2. Park Place Extension Location Map
3. Resolution for Park Place Extension EIR Addendum
4. Park Place Extension FEIR Addendum



# Vicinity Map Park Place Extension Project



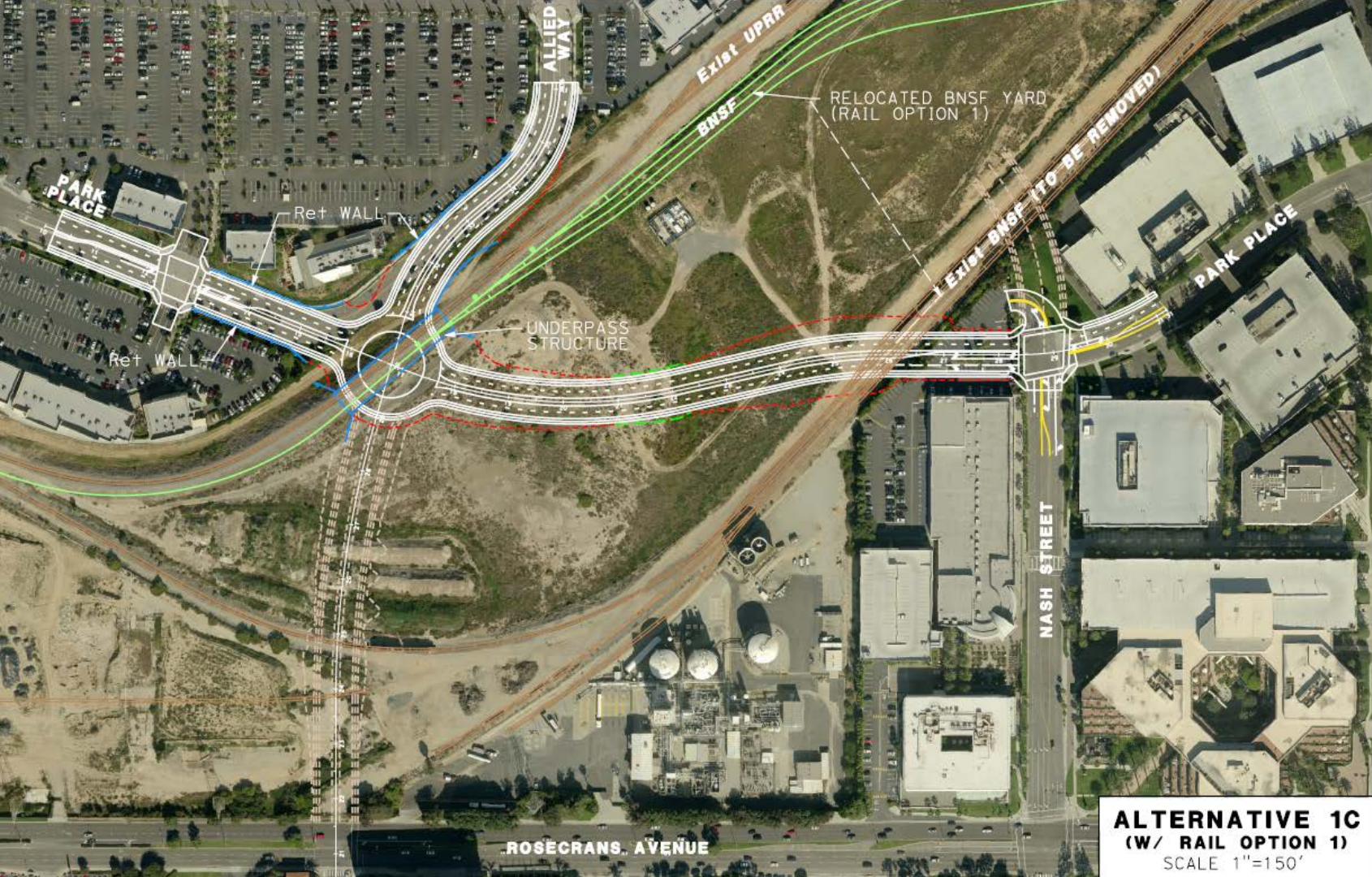
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*DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.*



# Park Place Extension Location Map



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN ADDENDUM (EA-1320) TO THE EL SEGUNDO PARK PLACE EXTENSION AND GRADE SEPARATION PROJECT ENVIRONMENTAL IMPACT REPORT.**

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

**SECTION 1.** *Recitals.* The City Council finds:

- A. The Park Place Extension and Grade Separation Project (“Project”) will connect existing segments of Park Place between Allied Way and Nash Street to provide continuous road access from Douglas Street to Sepulveda Boulevard.
- B. On May 7, 2019, the City Council, the City Council certified a Final Environmental Impact Report (EA-905) (“FEIR”) for the Project (State Clearinghouse No. 2016101075) pursuant to the California Environmental Quality Act (“CEQA”; Pub. Resources Code, § 21000 et seq.) and CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.).
- C. In approving the FEIR, the Council found that:
  - 1. The City completed a Draft Environmental Impact Report (“DEIR”) for the and a noticed Public Scoping meeting was conducted pursuant to California Environmental Quality Act (“CEQA”) Guidelines § 15090. A Notice of Preparation of the DEIR was circulated for public review pursuant to CEQA Guidelines § 15082. A Notice of Completion for the DEIR was filed with the State Office of Planning and Research pursuant to CEQA Guidelines § 15085. The City provided for a public comment and review period for the DEIR in compliance with CEQA Guidelines § 15087.
  - 2. The FEIR was reviewed by the City Council and the information contained in the FEIR was considered by the City Council before approving the project in accordance with CEQA Guidelines § 15090.
  - 3. The FEIR was prepared under the City's direction and reflects its independent judgment and analysis of the environmental impacts and comments received on the DEIR.
  - 4. The DEIR generally identified, for each potentially significant impact of the project, one or more corresponding mitigation measures to reduce impacts to a level of insignificance.
  - 5. Written findings were considered for each of the significant environmental effects identified in the DEIR before certifying the FEIR, which included a rationale of how mitigation measures lessened the significant environmental effects to a less than significant level. No significant impacts were found to occur as a result of Project implementation.

6. The City Council adopted a Statement of Facts and Findings on May 7, 2019.
- D. Union Pacific Railroad (“UPRR”) and Burlington Northern Santa Fe Railroad (“BNSF”) proposed to modify the Project to construct two adjacent grade separations over the Park Place extension (“Amended Project”) instead of one as originally contemplated under the Project.
- E. The City commissioned Michael Baker International to evaluate the environmental impact of the Amended Project in light of the standards for subsequent environmental review outlined in Public Resources Code § 21166 and CEQA Guidelines § 15162. Based on Michael Baker International’s evaluation of the environmental impact of the proposed modifications to the Project, it prepared an Addendum pursuant to CEQA Guidelines § 15164.
- F. The Amended Project has two key components:
  1. Altering the railroad overcrossing of Park Place from a consolidated single bridge structure to two separate bridge structures; and
  2. Adding two BNSF storage tracks alongside the relocated BNSF yard and tracks to the northeast of the grade separation.

**SECTION 2.** *Approval and Findings in Support.* The City Council approves the Addendum to the FEIR based upon the following:

- A. The City is the lead agency for the Project. The Addendum, which is incorporated by reference, was prepared for the Amended Project in compliance with the requirements of CEQA and the CEQA Guidelines and is adequate and appropriate for the City’s use as the lead agency.
- B. Based upon the totality of the evidence in the record and as demonstrated by the analysis set forth in the Addendum, none of the conditions described in Sections 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred. Specifically:
  1. The proposed modifications to the Project do not constitute substantial changes in the Project that will require major revisions to the FEIR due to the involvement of new significant environmental effects.
  2. No substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions of the FEIR due to the involvement of new significant environmental effects.
  3. There is no new information of substantial importance, which was not known

and could not have been known with the exercise of reasonable diligence at the time the previous FEIR was certified, that shows any of the following: (A) the modifications will have one or more significant effects not discussed in the certified FEIR; (B) significant effects previously examined will be substantially more severe than shown in the certified FEIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the certified FEIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

- C. The evaluation of the proposed modifications to the Project, FEIR, and Addendum reflects the City Council's independent judgment and analysis based on its review of the entire administrative record.
- D. The City Council finds and determines that the FEIR, together with the Addendum, satisfy of all the requirements of CEQA and are adequate to serve as the required environmental documentation for the Amended Project.
- E. The FEIR, is on file with the State of California (SCH # 2016101075), remain in full force and effect.
- F. Per State CEQA Guidelines section 15164(c), the Addendum is not required to be circulated for public review but can be attached to the adopted FEIR.

**SECTION 3.** *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 Amended 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 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 Resolution are severable.

**SECTION 5.** *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

**SECTION 6.** *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.



**SECTION 7. Effective Date.** This Resolution will take effect immediately upon the effective date of Ordinance No. \_\_\_ approving an amendment to the Project's DA, and the Ordinance's adoption and effectiveness are conditions precedent to this Resolution taking effect. Thereafter, this Resolution will remain effective unless repealed or superseded.

**SECTION 8. City Clerk Direction.** The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_ 2021, 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

**ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT**

**Park Place Extension and Grade Separation Project  
SCH # 2016101075**

May 2021



**Lead Agency:**

City of El Segundo  
350 Main Street  
El Segundo, CA 90245  
Contact: Lifan Xu, City Engineer  
Phone: (310) 524-2368  
Email: [lxu@elsegundo.org](mailto:lxu@elsegundo.org)

This document is designed for double-sided printing to conserve natural resources.

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## **1.0 INTRODUCTION**

As lead agency under the California Environmental Quality Act (CEQA), and in conjunction with the Department of Transportation (Caltrans), the City of El Segundo (City) prepared a joint Environmental Impact Report/Environmental Assessment (EIR/EA) for the Park Place Extension and Grade Separation Project (referred to herein as the “Approved Project”). The El Segundo City Council certified the Park Place Extension and Grade Separation Project EIR/EA (State Clearinghouse No. 2016101075) on May 7, 2019. This Addendum is prepared pursuant to CEQA Guidelines Section 15164. The Nation Environmental Protection Act (NEPA) is not considered under this Addendum. Accordingly, the EIR/EA will be herein referenced as the “EIR.”

The City is currently proposing to construct two adjacent grade separations for the UPPR and BSNF over the extension of Park Place. Additionally, the proposed modifications include the addition of two railroad storage tracks to the north of the grade separation. These storage tracks would support operations for the adjacent Chevron Products Company (Chevron) refinery. The proposed changes to the Approved Project are referred to herein as the “Proposed Modified Project.” This Addendum has been prepared to determine whether the Proposed Modified Project would result in new or substantially more severe significant environmental impacts compared to the impacts disclosed in the 2019 Certified Final EIR.

### **1.1 PROJECT LOCATION**

The project site is located in the eastern portion of the City of El Segundo, Los Angeles County, California; refer to [Figure 1, \*Regional Vicinity\*](#). The project site is bordered by Pacific Coast Highway (previously Sepulveda Boulevard within City limits) on the west, South Hughes Way on the North, Douglas Street on the east, and Rosecrans Avenue on the south, refer to [Figure 2, \*Site Vicinity\*](#). The project site is located in both developed and vacant land. The Proposed Modified Project improvements would occur within the central portion of the project site, within primarily vacant land.

### **1.2 PREVIOUS ENVIRONMENTAL DOCUMENTS**

#### **Park Place Extension and Grade Separation Project Environmental Impact Report**

The City of El Segundo prepared an EIR to analyze the Approved Project’s potential impacts on the environment, discuss alternatives, and propose mitigation measures that would offset, minimize, or otherwise avoid significant environmental impacts. The EIR was prepared in conformance with CEQA (California Public Resources Code [PRC] Section 21000 et seq.); CEQA Guidelines (California Code of Regulations [CCR], Title 14, Section 15000 et seq.); and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City. The purpose of the EIR was to review the existing conditions, analyze potential environmental impacts, and identify feasible mitigation measures to reduce potentially significant effects.







Source: Google Earth 2015.



02/21 | JN 181452

PARK PLACE EXTENSION AND GRADE SEPARATION PROJECT  
ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR)

## Site Vicinity

Figure 2



The Approved Project included extending Park Place by constructing approximately 0.25 miles of new roadway from Allied Way to Nash Street, creating a continuous four-lane collector roadway from Pacific Coast Highway to Douglas Street. The Approved Project would consolidate the UPRR and BNSF alignments to facilitate a single grade separation (proposed roadway undercrossing of the railroad tracks) by relocating the BNSF tracks to the west. Build Alternative 1C was selected as the preferred alternative and is described below.

Alternative 1C: The Approved Project would include a roundabout at the Park Place/Allied Way intersection. With the implementation of this roundabout intersection, improvements at the existing signalized intersection along Park Place providing access to parking areas at Plaza El Segundo (immediately west of the westerly terminus of the proposed project) was proposed to match the new grade of the Park Place extension. These improvements would primarily consist of lowering the northerly and southerly legs of the intersection to match grade. In addition, a slight realignment of Allied Way was proposed to provide an adequate approach to the new roundabout intersection. Retaining walls would be installed along both sides of existing Park Place and proposed realigned Allied Way, immediately west and north (respectively) of the proposed Park Place/Allied Way roundabout intersection. At the easterly terminus of the project, the proposed roadway would extend directly north of the existing ArcLight Cinemas building, through an existing surface parking lot. Modifications to the existing Park Place/Nash Street intersection would be required to match proposed roadway geometry with a roadway design speed at 35 miles per hour (mph). Access to the ArcLight Cinemas parking lot and driveway to the 2121 Park Place property from Nash Street would be reconstructed.

Drainage facilities associated with the roadway improvements would include new storm drainpipe and catch basins. Stormwater runoff would be conveyed via gravity flow to an existing detention pond located to the north of the project site. The Approved Project would also require relocation of various utilities, including petroleum pipelines within railroad right-of-way and a 42-inch reclaimed water pipeline between the UPRR and BNSF alignments. Modifications to City water and sewer as well as various underground natural gas and electric infrastructure would also be necessary.

The Draft EIR for the Approved Project was distributed to responsible and trustee agencies, interested groups, and organizations. The Draft EIR (State Clearinghouse No. 2016101075) was made available for public review and comment for a period of 45 days, in September 2018. The City Council certified the EIR on May 7, 2019.

The EIR identified potential impacts that would result from the construction and operation of the Approved Project and provided measures to mitigate potential significant impacts. The mitigation measures were determined to reduce impacts to less than significant levels and no significant impacts were found to occur as a result of project implementation.

As the lead agency under CEQA, the City of El Segundo considered the information in the EIR before certifying the document. The City Council adopted a Statement of Facts and Findings on May 7, 2019.

## **2.0 DESCRIPTION OF PROJECT MODIFICATIONS**

### **2.1 ADDENDUM'S PURPOSE AND NEED**

When an EIR has been certified or a negative declaration adopted for a project, no subsequent or supplemental environmental review documentation shall be required unless one or more of the following events occurs:

- 1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
  - A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

When none of the above events has occurred, yet minor technical changes or additions to the previously adopted negative declaration are necessary, an addendum may be prepared (State CEQA Guidelines Section 15164[b]).

As discussed below, none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of subsequent environmental review have occurred. This

Addendum supports the conclusion that the proposed project modifications are minor or technical changes that do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In addition, as discussed below, the proposed project modifications would not result in any new or substantially increased significant environmental impacts, no new mitigation measures, or no new alternatives that would substantially reduce significant impacts. As a result, an addendum is an appropriate CEQA document for analysis and consideration of the proposed project modifications.

Circulation of an addendum for public review is not necessary (State CEQA Guidelines Section 15164, subdivision (c)); however, the addendum must be considered in conjunction with the adopted Final EIR by the decision-making body (State CEQA Guidelines Section 15164, subdivision (d)).

CEQA requires a comparative evaluation of a proposed project and alternatives to the project, including the “No Project” alternative. The EIR addressed a reasonable range of alternatives for the project. There is no new information indicating that an alternative that was previously rejected as infeasible is in fact feasible, or that a considerably different alternative than those previously studied would substantially reduce one or more significant effects on the environment.

## **2.2 LOCATION OF PROPOSED MODIFIED PROJECT**

The improvements to the proposed modified project would occur within the same project site identified and described in the EIR/EA. The project site is located along the existing Park Place alignment between Allied Way and Nash Street, in the southeast area of the City of El Segundo, California; refer to [Figures 1](#) and [2](#).

The project site includes a combination of both developed and vacant land. The northwesterly portion of the project site is developed and includes parts of the Plaza El Segundo retail development, located along the east side of Pacific Coast Highway. This portion of the project site includes part of the existing westerly segment of Park Place, portions of Allied Way, and paved/landscaped parking facilities associated with retail activities. Within this area, both Park Place and Allied Way are four-lane roadways (two lanes in each direction).

The central portion of the project site consists of vacant land, formerly occupied by heavy industrial uses such as Honeywell and the H. Kramer foundry. The majority of the H. Kramer property within the northern portion of the project site has been capped as part of hazardous materials remediation. The majority of other vacant land within the central portion of the site is either overgrown with vegetation or graded with exposed soils. A number of soil mounds existing within the former Honeywell portion of the property, along the southerly boundary of the project site. Within this primarily vacant area are both Union Pacific Railroad (UPRR)

and Burlington Northern Santa Fe (BNSF) rail alignments that serve the Chevron Oil Refinery, which is directly west of the project site. Both the UPRR and BNSF rail alignments are elevated approximately 10-15 feet with embankments and chain-link fences along the right-of-way. From the Chevron Oil Refinery, both rail alignments traverse the project site in a northeasterly direction, ultimately leading off-site in a northerly direction towards an existing rail right-of-way adjacent to Aviation Boulevard.

The easterly portion of the project site is developed with commercial uses and roadway facilities. Within this area, the project site extends along Nash Street, a four-lane roadway (two lanes in each direction) that terminates to the south at Rosecrans Avenue. This area of the project site also affects portions of the easterly segment of the existing Park Place, which is a two-lane roadway (one lane in each direction with a center turn lane). The project site also includes a parking lot associated with the existing ArcLight Cinemas located along the westerly side of Nash Street. The existing parking lot is paved with landscaping along the perimeters and numerous planters within the interior of the project site. The parking lot is accessed via the northerly terminus of Nash Street.

The project consists of extending Park Place by constructing approximately 0.25 miles of new roadway, creating a continuous four-lane collector roadway from Pacific Coast Highway to Douglas Street. The typical section for the Park Place extension would include an 80-foot right-of way consisting of a raised and landscaped center median, roadway with two travel lanes in each direction for shared vehicle and bicycle traffic, curb and gutter, a five-foot landscaped parkway, and a five-foot sidewalk. The project would be required to cross the existing UPRR and BNSF rail alignments traversing the project site.

The proposed modifications to the project would occur along the UPRR and BNSF grade separation bridge structure, and the relocated BNSF yard and tracks to the northeast of the grade separation within the project site; refer to Figure 3, *Proposed Modified Project*.

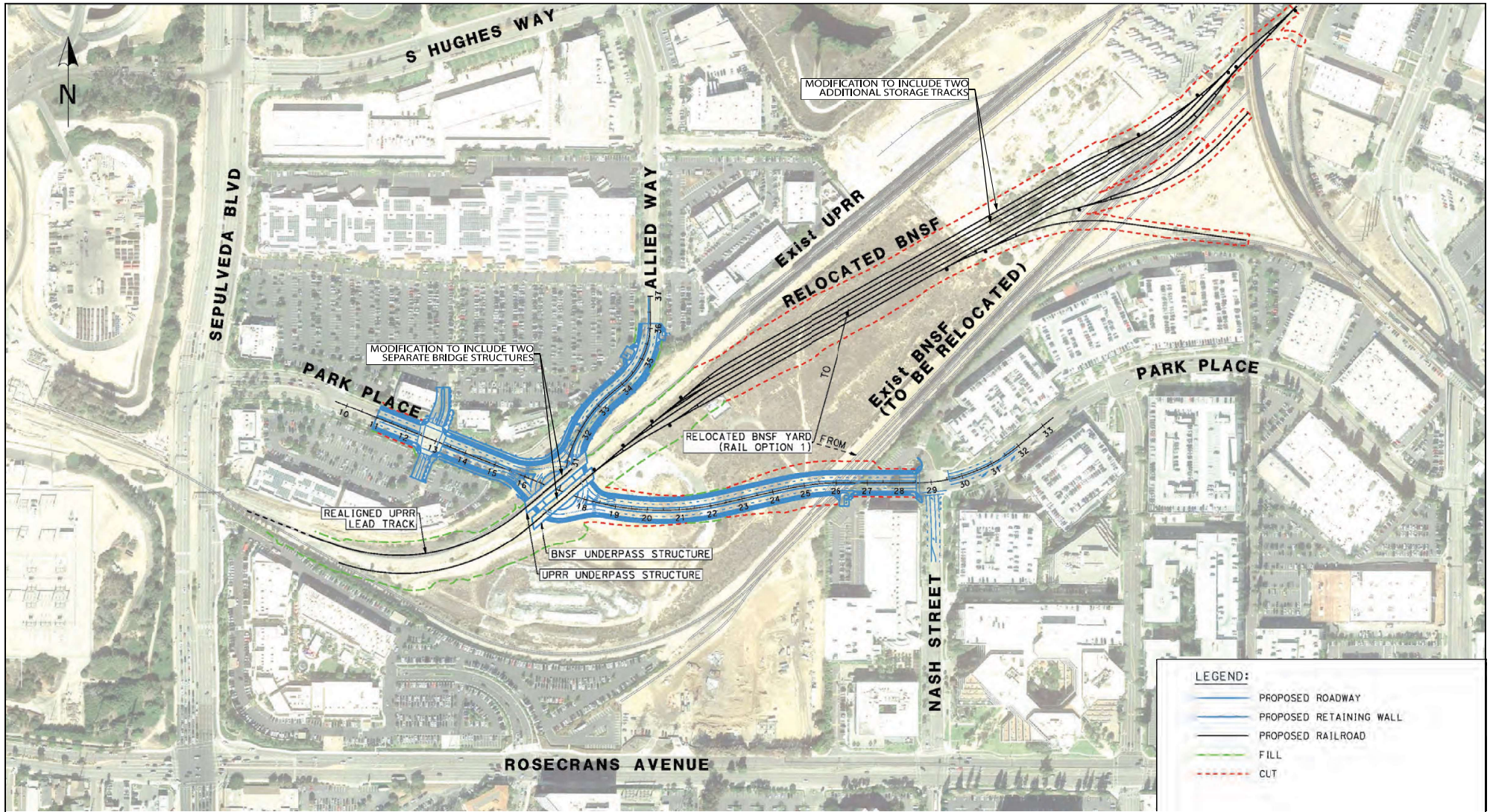
## **2.3 COMPONENTS OF PROJECT MODIFICATIONS**

The proposed modified project is identical to the approved project in the following respects:

- Extend Park Place to close gap between Allied Way and Nash Street.
- Relocate the BNSF yard and tracks to the west, adjacent to the existing UPRR tracks.

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Source: NCM Engineering Corporation.

PARK PLACE EXTENSION AND GRADE SEPARATION PROJECT  
ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR)

**Proposed Modified Project**

Figure 3

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- Construct a grade separation that would place a new roundabout beneath the railroad tracks. The new roundabout intersection at Park Place and Allied Way would include minor modifications (lowering the northerly and southerly legs of the intersection) of the existing signalized intersection (immediately west of the westerly terminus of the proposed roadway extension) as well as a slight realignment of Allied Way.
- Construct retaining walls along both sides of existing Park Place and the proposed realigned Allied Way, immediately west and north (respectively) of the proposed Park Place/Allied Way roundabout intersection to minimize impacts caused by lowering the roadways.
- Construct a four-way signalized intersection at Park Place and Nash Street, including realignment of the existing intersection.
- Reconstruct access to the ArcLight Cinemas parking lot and driveway to the 2121 Park Place property from Nash Street.
- Implement drainage facilities associated with the roadway improvements, including new storm drain pipe and catch basins. Stormwater runoff would be conveyed via gravity flow to an existing detention pond located to the north of the project site.
- The project would relocate various utilities, including petroleum pipelines within railroad right-of-way and a 42-inch reclaimed water pipeline between the UPRR and BNSF alignments. Modifications to City water and sewer as well as various underground natural gas and electric infrastructure would also be necessary.
- Right-of-way acquisition would occur. This would include fee acquisitions for roadway extensions and realignments, slope easements, temporary construction easements, drainage easements for stormwater treatment and conveyance, and utility licenses/easements.

The following details minor or technical changes that comprise the Proposed Modified Project. The conceptual plan for the Proposed Modified Project differs from the Approved Project in that it would alter the proposed railroad overcrossing over the extension of Park Place to have two adjacent grade separations for the UPRR and BSNF instead of one bridge structure. Additionally, the proposed modifications include the addition of two railroad storage tracks to the north of the grade separation. These storage tracks would support operations for the adjacent Chevron refinery. Refer to [Figure 3](#). A detailed description of each modification to the project components is provided below.

This Addendum has been prepared by the City to address minor technical changes/additions to the approved project. The conceptual plan for the proposed modified project differs from the approved project with regard to two key components: 1) it would alter the proposed railroad overcrossing of Park Place from a consolidated single bridge structure to two separate bridge structures; and 2) the addition of two BNSF storage



tracks along the relocated BNSF yard and tracks to the northeast of the grade separation. A detailed description of the modifications to the project components is provided below.

- **Bridge Structure:** The approved project included a grade separation by relocating the BNSF tracks to the west and consolidating the UPRR and BNSF alignments. The grade separation was proposed to include a single bridge structure for the rail alignment to cross over the extension of Park Place. As shown on EIR Figure 1-6, Alternative 1C Conceptual Bridge Plan, the two-span railroad bridge measured 238 feet long and 44 feet wide with a single bent and three columns near the center of the roundabout.

Under the proposed modified project, the single bridge structure associated with the grade separation would be replaced by two adjacent bridge structures (one supporting BNSF operations, and the other supporting UPRR operations); refer to Figure 4, Proposed Modified Bridge Plan. The underpass structures would be two-span railroad bridges. The length of the bridge structure would increase from 238 feet to 240 feet – 10 inches (a total of two feet – 10 inches) along the BNSF track and to 248 feet – 10 inches (a total of 10 feet – 10 inches) along the UPRR track. Each bridge structure would be 22 feet wide. The bents would be placed near the center of the roundabout with two columns per bent.

The provision of two separate bridge structures would provide for enhanced operational flexibility and capacity for BNSF and UPRR to ensure continuous reliable service to the Chevron Oil Refinery. Additionally, with incorporation of the additional bridge structure as part of the proposed modified project, a temporary shoofly track along the UPRR alignment would no longer be required. Construction would no longer need to be staged in coordination with UPRR and BNSF.

- **Storage Track:** The proposed modifications include the addition of two railroad storage tracks along the relocated BNSF alignment, to the north of the grade separation; refer to Figure 3. Under the 2019 EIR, the project included a total of four storage tracks; the Proposed Modified Project includes a total of six storage tracks. The two new tracks are situated immediately northwest of the four tracks analyzed within the 2019 EIR.

These two additional storage tracks would support operations for the adjacent Chevron refinery. The two additional tracks would ensure that adequate rail car storage capacity and car handling/staging/switching are available for Chevron's operations. The two additional storage tracks would extend for a length of approximately 1,500 feet.

The proposed modifications to the project are not substantial and the range of project permits and approvals for the modified project have not changed from the approved EIR/EA.



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## **2.4 ADDENDUM SCOPE OF ENVIRONMENTAL REVIEW**

As discussed in the 2019 EIR, the Approved Project was determined to have no impact or less than significant impact with regard to the following CEQA impact thresholds.

- Agriculture and Forest Resources;
- Air Quality;
- Geology and Soils;
- Greenhouse Gas Emissions;
- Hydrology and Water Quality;
- Land Use and Planning;
- Mineral Resources;
- Population and Housing;
- Recreation;
- Tribal Cultural Resources; and
- Utilities and Service Systems.

The 2019 EIR established that, with mitigation, the Approved Project would result in less than significant impacts with mitigation measures related to the following environmental issue areas:

- Aesthetics;
- Biological Resources;
- Cultural Resources;
- Hazards and Hazardous Materials;
- Noise;
- Public Services; and
- Transportation/Traffic.

It should be noted that the 2019 EIR determined that the project would not result in any significant unavoidable impacts. This Addendum will address changes resulting from implementation of the Proposed Modified Project on each of the environmental resource areas previously analyzed in detail in the 2019 EIR.

## **3.0 ENVIRONMENTAL ASSESSMENT**

This comparative analysis has been undertaken to analyze whether the Proposed Modified Project would result in any new or substantially more severe environmental impacts as compared to the Approved Project that has been subject to the 2019 EIR. The comparative analysis discusses whether impacts are greater than, less than, or similar to the conclusions discussed in the 2019 EIR.

### **3.1 IMPACTS HAVING NO POTENTIAL TO RESULT IN NEW OR SUBSTANTIALLY MORE SEVERE SIGNIFICANT IMPACTS**

- Agricultural and Forestry Resources: No agricultural or forestry resources occur on-site. No new or substantially more severe significant impacts to agricultural/forestry resources would result from implementation of the Proposed Modified Project.
- Air Quality: The Proposed Modified Project proposes to construct two adjacent grade separation bridge structures and two additional storage tracks. Construction activities associated with the Proposed Modified Project are anticipated to be minor, due to the limited nature of the scope of the improvements. Construction equipment and duration of construction activities would be similar to what was analyzed in the EIR. The two additional storage tracks would allow BNSF to maintain rail storage capacity on-site, similar to existing conditions. The Proposed Modified project would not substantially increase Chevron operations, which would result in an increase in air quality pollutants. Accordingly, the Proposed Modified Project would not conflict with the Air Quality Management Plan (AQMP) prepared by the South Coast Air Quality Management District (SCAQMD), nor would it violate any air quality standard, or result in a net increase of any criteria pollutant. The Proposed Modified Project is not anticipated to violate State or federal air quality standards or contribute to the existing air quality violations in the South Coast Air Basin. No new or substantially more severe significant impacts related to air quality would result from implementation of the Proposed Modified Project.
- Geology and Soils: The Proposed Modified Project would involve modifications to the bridge structure and rail storage on-site. Earthwork would be similar to the Approved Project and all improvements would be constructed in adherence to the California Building Code (CBC) and standard engineering and construction practices. In addition, the project would be subject to existing National Pollutant Discharge Elimination System (NPDES) requirements to minimize the risk of soil erosion. As such, no new or substantially more severe significant geotechnical and erosion impacts would occur as a result of implementation of the Proposed Modified Project.
- Energy: Analysis of energy focuses on multiple resources, including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources. The Proposed Modified Project would result in short-term energy consumption related to the manufacture of construction materials, the use of construction equipment that requires petroleum fuels, and the use of construction motor vehicles as they travel to and from the site. However, the level of energy use from construction would be minimal and would cease once construction of the project is complete. As discussed above, the Proposed Modified Project would include modifying the proposed bridge structure by constructing two separate bridge grade separation structures. This modification would allow for continued railway operations in the project vicinity and is not anticipated to increase long-term energy consumption. Similar to the

Approved Project, operation of the Proposed Modified Project would result in beneficial impacts over the course of long-term operations, as it would provide a secondary east-west route for travelers in the project area, thus resulting in reductions in fuel consumption. Additionally, the proposed modifications include the installation of two additional storage tracks. These storage tracks would maintain the existing rail storage capacity on-site for the Chevron refinery. Therefore, the proposed modifications would not result in additional consumption of resources. Accordingly, no new or substantially more severe significant impacts related to energy consumption would result from implementation of the proposed modifications to the project.

- Greenhouse Gas Emissions: The Proposed Modified Project would result in modifications to the bridge structure and increase the number of railroad storage tracks on-site. As discussed above, the construction activities under these modifications are expected to be minor, with the construction equipment and duration of construction activities being similar to what was analyzed in the 2019 EIR. Accordingly, the proposed modifications would not contribute to substantial additional direct emissions during the construction phase of the project. The proposed modifications to the bridge structure and two additional storage tracks would not substantially alter the established net reduction in GHG emissions in the project study area during operations. Additionally, the proposed modifications would continue to provide an alternate east-west route between Pacific Coast Highway and Douglas Street. Modifications to the project would not result in changes to the daily vehicle miles traveled (VMT) and vehicle hours travelled (VHT) calculated in both opening (2021) and horizon (2040) years under the 2019 EIR. Therefore, similar to what was analyzed in the 2019 EIR, the Proposed Modified Project would continue to relieve congestion and thereby provide a net reduction in greenhouse gas (GHG) emissions. Additionally, the Proposed Modified Project would continue to be consistent with the City's Energy Efficiency Climate Action Plan (EECAP) policies and goals. No new or substantially more severe significant impacts related to GHG emissions would result from implementation of the proposed modifications to the project.
- Hydrology and Water Quality: The Proposed Modified Project would construct two adjacent grade separation bridge structures and two additional storage tracks. The Proposed Modified Project would not substantially increase the impervious area on-site. Construction activities would include disturbance of on-site soils, which may lead to erosion and off-site sedimentation. However, adherence to applicable NPDES provisions would minimize the potential for water quality impacts. Additionally, the Proposed Modified Project would not significantly alter the existing on-site drainage pattern. No new or substantially more severe significant impacts related to hydrology and water quality would result from implementation of the Proposed Modified Project.

- Land Use and Planning: The Proposed Modified Project would result in modifications to the bridge structure and install additional storage tracks, and would not result in any changes in land use that differ from analysis within the 2019 EIR. As such, the proposed modifications would not result in new impacts related to existing land use designations within the project area, and no new land uses would be implemented. No new or substantially more severe significant impacts related to land use and planning would result from implementation of the Proposed Modified Project.
- Mineral Resources: The project site is not located within a mineral resource recovery site. No new or substantially more severe significant impacts related to mineral resources would result from implementation of the Proposed Modified Project.
- Population and Housing: No new housing or employment-generating uses are proposed under the Proposed Modified Project, and no housing or people would be displaced. No new or substantially more severe significant impacts related to population and housing would result from implementation of the Proposed Modified Project.
- Recreation: The Proposed Modified Project would include the construction of two separate bridge structures and two additional storage tracks. These modifications would not include new or physically alter parks or recreational facilities within the project vicinity. No new or substantially more severe significant impacts related to recreation would result from implementation of the Proposed Modified Project.
- Tribal Cultural Resources: The Proposed Modified Project's footprint is consistent with the project limits of the Approved Project. As discussed in the EIR, the project site is highly disturbed and there are no known Native American cultural resources within the project area. No new or substantially more severe significant impacts related to tribal cultural resources would result from implementation of the Proposed Modified Project.
- Utilities and Service Systems: The relocation of utilities including water and sewer pipelines, natural gas, and electric infrastructure was analyzed in the 2019 EIR. The Proposed Modified Project does not involve any changes related to improvements to utilities and services systems. No new or substantially more severe significant impacts related to utilities and service systems would result from implementation of the Proposed Modified Project.
- Wildfire: The proposed project area is not located within an area designated as a high fire hazard severity zone.<sup>1</sup> The proposed project area is urbanized and developed and would not be located within any Wildland-Urban Interface areas. As such, no impacts relative to wildfires are anticipated.

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<sup>1</sup> Office of the State Fire Marshal, *Very High Fire Hazard Severity Zones in LRA*. September 2011.

It should be noted that the 2019 EIR did not include a specific analysis of energy, tribal cultural resources, wildfire, or transportation analysis as it relates to Senate Bill 743 (thresholds of significance based on vehicle miles traveled [VMT] as opposed to the previous level of service [LOS]) as these topical impact areas were not included in the CEQA Guidelines at that time. However, a subsequent or supplemental EIR is not required as a result of energy, tribal cultural resources, wildfire, and/or VMT impacts absent new information on that front.<sup>2</sup> Information regarding impacts related to energy, tribal cultural resources, wildfire, and VMT were known long before the City certified the Final EIR for the Approved Project. Thus, concerns related to these impacts could have been raised when the City considered the previous environmental documentation including the 2019 EIR. Under Public Resources Code section 21166(c), an agency may not require a supplemental environmental review unless new information, which was not known and could not have been known at the time the EIR was approved, becomes available. “[S]ection 21166 comes into play precisely because in-depth review has already occurred [and] the time for challenging the sufficiency of the original EIR has long since expired...” (Id., 1050.). There is no competent evidence of new information of severe impact, and thus the City may rely on an addendum. Accordingly, the City finds that impacts related to energy, tribal cultural resources, wildfire, and VMT are not “new information” under Public Resources Code Section 21166.

### **3.2 IMPACTS POTENTIALLY RESULTING IN NEW OR SUBSTANTIALLY MORE SEVERE SIGNIFICANT IMPACTS**

#### **3.2.1 Aesthetics**

The 2019 EIR determined that aesthetic impacts would be less than significant with implementation of Mitigation Measures V-1 and V-2. Construction-related vehicle access and staging of construction materials would occur within the City right-of-way (ROW) and disturbed or developed areas along the length of the project site and would be visible to motorists and patrons traveling adjacent to the project site. Mitigation Measure V-1 would be implemented and would require the City to implement a Construction Management Plan that would identify measures such as temporary opaque fencing around staging areas, the location for staging areas and stockpiling of materials, and construction haul routes. Additionally, it is anticipated that the Approved Project may require nighttime construction activities to minimize traffic impacts during daytime hours. Light and glare from nighttime construction lighting could potentially cause a nuisance to these motorists and patrons. Mitigation Measure V-2 ensures that necessary lighting for safety and construction purposes would be directed away from land uses outside the project area and contained and directed toward the specific area of construction. The 2019 EIR determined that compliance with Mitigation Measures V-1 and V-2 would reduce temporary visual impacts, and impacts would be less than significant.

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<sup>2</sup> *Citizens for Responsible Equitable Environmental Development (CREED) v. City of San Diego*, (2011) 196 Cal.App.4th 515, 531.



The Proposed Modified Project would include constructing two adjacent bridge structures associated with the proposed grade separation for the UPRR and BNSF railroads, instead of one singular bridge as described in the 2019 EIR. Additionally, the Proposed Modified Project would include the construction of two additional storage tracks along the relocated BNSF yard and tracks to the northeast of the grade separation. This proposed modification to the bridge structure would result in a nominal increase in elevation from approximately 114 feet to approximately 115 feet (a height increase of one foot). Modifications to the bridge structure would also include increasing the length of the bridge by approximately two feet and 10 inches along the BNSF track and by 10 feet and 10 inches along the UPRR track. This increase in height and length is nominal and would not introduce significant degradation to the character and quality of existing conditions. The additional storage tracks would maintain the existing rail storage capacity on-site for the Chevron refinery, and would be located adjacent to storage tracks that were previously analyzed in the 2019 EIR. Construction activities and construction duration under the Proposed Modified Project are expected to be similar to the construction activities and duration analyzed in the 2019 EIR, thus, would result in similar short-term aesthetic and light and glare impacts. Accordingly, the Proposed Modified Project would not result in additional impacts to aesthetics than what was already analyzed in the 2019 EIR for the Approved Project. No new mitigation measures are required.

### **3.2.2 Biological Resources**

The 2019 EIR determined that project implementation could result in impacts to special status species Cooper's hawk, northern harrier, burrowing owl, California horned lark, American peregrine falcon, Southern tarplant, and paniculate tarplant. Impacts to special status species and migratory birds would be considered significant if development under the proposed project results in the "take" of special status species. Without mitigation, potentially adverse impacts could occur to nesting birds that are affected by construction-related tree and vegetation removal and construction noise. Implementation of Mitigation Measures AS-1 and AS-2 would ensure that if nesting birds that are covered by the Migratory Bird Treaty Act (MBTA) and/or the California Fish and Game Code are found on a construction site, protective measures would be implemented. Mitigation Measures PS-1 and PS-2 would require preconstruction plant surveys and revegetation after construction, to minimize impacts to sensitive plants. The 2019 EIR determined that impacts to biological resources would be reduced to less than significant levels with mitigation incorporated.

The proposed modifications would result in the same land use and development footprint as the Approved Project. Additionally, the proposed modifications would result in similar levels of temporary construction disturbances as the Approved Project. Therefore, the Proposed Modified Project would not result in additional impacts to biological resources than what was already analyzed in the 2019 EIR for the Approved Project. No new impacts or substantial increase in the severity of impacts have been identified and no new mitigation measures are required.

### **3.2.3 Paleontological Resources**

The 2019 EIR determined that there are no known paleontological resources within the proposed project; however, the project footprint is located within paleontologically sensitive areas (areas mapped as Pleistocene older flood plain deposits (Qoa)). Earth-moving activities associated with construction of the Approved Project may affect paleontologically sensitive deposits and result in the disturbance or loss of paleontological resources. The 2019 EIR determined that Mitigation Measure PALEO-1 would reduce potential impacts to unknown paleontological resources by requiring the preparation of a project-specific Paleontological Mitigation Plan (PMP) prepared by a qualified principal paleontologist, paleontological worker training, and preparation of a Paleontological Mitigation Report.

The Proposed Modified Project would result in similar excavation depths within the same project footprint as the Approved Project, ranging in depths of 28 feet to 80 feet below ground surface (bgs). Therefore, the Proposed Modified Project would not result in additional impacts to unknown paleontological resources than what was already analyzed in the 2019 EIR for the Approved Project. No new impacts or substantial increase in the severity of impacts have been identified and no new mitigation measures are required.

### **3.2.4 Hazards and Hazardous Materials**

The 2019 EIR identified releases of hazardous materials/waste to on-site soil, soil gas, and groundwater from past on-site and off-site industrial uses, which are included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Past facilities include Honeywell/General Chemical, Air Products, H. Kramer & Company, rail operations and MTA/BNSF property, and petroleum pipelines. The Approved Project would involve acquisition of contaminated properties and construction activities associated with the Approved Project could expose contractors and nearby sensitive receptors to hazardous materials/wastes in soil, soil gas, and groundwater. The 2019 EIR determined that during construction, exposure to these contaminants can be minimized through adherence to protocols for the removal, handling, and disposal of said materials. Additionally, the 2019 EIR determined that Mitigation Measures HW-1 through HW-6 would reduce impacts regarding hazardous waste/materials to less than significant levels by requiring a Phase II site investigation, preparation of a Soil Management Plan, identification and relocation coordination of on-site monitoring wells, petroleum pipelines, and transformers, identification of proper handling procedures for PCBs, and preparation of a Construction Contingency Plan.

The 2019 EIR also determined that implementation of Mitigation Measures TRA-1 and U&ES-2 would reduce potentially significant impacts related to short-term construction activities and effects on emergency response to a less than significant level.

The Proposed Modified Project would involve the installation of two separate grade separation bridge structures in place of a single bridge structure and construction of two additional BNSF storage tracks. The project footprint and construction activities for the Proposed Modified Project would occur entirely within the footprint analyzed within the 2019 EIR. Given the scope and nature of the proposed technical changes, the Proposed

Modified Project would result in similar hazards and hazardous waste impacts as the Approved Project. Accordingly, short-term and long-term impacts regarding hazards and hazardous materials have been fully analyzed within the 2019 EIR. No new mitigation measures would be required.

### **3.2.5 Noise**

Short-term construction noise impacts were determined to be less than significant in the 2019 EIR with adherence to the City's Noise Control Ordinance and implementation of Mitigation Measures N-1 and N-2, which would require sound-control devices/mufflers on construction equipment and provide attenuation around stationary construction noise sources, among others. Long-term noise impacts resulting from implementation of the Approved Project was determined to be less than significant.

As discussed above, the project footprint and construction activities for the Proposed Modified Project occur entirely within the footprint analyzed within the 2019 EIR. Given the scope and nature of improvements, the Proposed Modified Project would require similar construction activities, ground disturbance, and construction equipment as the Approved Project. Further, land uses on-site and within the project vicinity would remain the same as the land uses described in the 2019 EIR. As such, short-term and long-term noise impacts have been fully analyzed within the 2019 EIR, no new impacts have been identified, and no new mitigation measures are required.

### **3.2.6 Public Services**

The 2019 EIR determined that implementation of the Approved Project would result in less than significant impacts in regard to schools, parks, and other public facilities; however, construction activities associated with implementation of the Approved Project would result in temporary impacts to traffic circulation which could affect fire and police response times. The 2019 EIR determined that the Approved Project would result in less than significant impacts to with implementation of Mitigation Measures TRA-1 and U&ES-2, both of which would serve to minimize disruption to emergency services.

The Proposed Modified Project would involve the installation of two separate grade separation bridge structures in place of a single bridge structure and construction of two additional BNSF storage tracks. The Proposed Modified Project is not growth inducing and the project does not propose any land use changes or expansion of the project boundary. Similar to the Approved Project, construction activities associated with implementation of the Proposed Modified Project could result in temporary impacts to traffic circulation that could affect fire and police response times. However, these impacts have been fully analyzed within the 2019 EIR. No new impacts have been identified and no new Mitigation Measures are required.

### **3.2.7 Transportation**

The 2019 EIR determined that with implementation of Mitigation Measures TRA-1, TRA-2, and U&ES-2, potential short-term and long-term traffic impacts associated with implementation of the Approved Project would be reduced less than significant levels.

Under the Approved Project, short-term impacts would include temporary restrictions to vehicular and emergency services accessibility within the construction area. The 2019 EIR determined that implementation of Mitigation Measures TRA-1 and U&ES-2 would reduce short-term transportation impacts to less than significant levels. Operationally, all the study intersections would experience improved LOS under the Approved Project, with the exception of the un-signalized intersection of Douglas Street at Park Place. The 2019 EIR determined that with implementation of Mitigation Measure TRA-2, requiring the installation of a new traffic signal at the intersection of Douglas Street at Park Place, impacts would be reduced to less than significant levels. The 2019 EIR determined that the Approved Project would not result in any impacts to air traffic pattern in the surrounding areas. The project would remain consistent with local, regional, and state policies regarding public transit, bicycle, and pedestrian facilities.

The modifications under the Proposed Modified Project would include constructing two adjacent bridge structures associated with the proposed grade separation instead of one singular bridge, as described in the 2019 EIR. Additionally, the proposed modifications would include constructing two additional storage tracks along the relocated BNSF yard and tracks that serve the Chevron Oil Refinery. Construction activities could result in temporary restrictions to vehicular accessibility within the project vicinity. However, vehicles would continue to have partial access to adjoining properties and roads. Operationally, the proposed modifications would not degrade the anticipated level of service at the study intersections analyzed under the Approved Project as the Proposed Modified Project does not include roadway improvements or result in additional vehicular trip generation. Further, the Proposed Modified Project would not change the project's impacts to air traffic patterns, and would continue to remain consistent with local, regional, and state policies regarding public transit, bicycle, and pedestrian facilities. Therefore, the Proposed Modified Project would not result in additional short-term or long-term transportation impacts than what was already analyzed in the 2019 EIR for the Approved Project. No new impacts or substantial increase in the severity of impacts have been identified and no new Mitigation Measures are required.

#### **4.0 DETERMINATION/ADDENDUM CONCLUSION**

As detailed in the analysis presented above, this Addendum supports the conclusion that the proposed modifications to the Approved Project considered in the 2019 EIR constitute minor or technical changes and do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No new information has become available and no substantial changes to the circumstances under which the Approved Project was being undertaken since the certification of the EIR has occurred. As identified in the 2019 EIR, with implementation of the recommended mitigation measures, the Approved Project would not result in significant environmental impacts. The Proposed Modified Project would not substantially increase the severity of these less than significant effects, nor would they provide new mitigation measures or alternatives that would substantially reduce these impacts.

## **5.0 ADDENDUM PREPARATION SOURCES/REFERENCES**

*California Environmental Quality Act*, 1970, as amended, Public Resources Code Sections 21000-21178.

Google Earth Maps, <http://maps.google.com>, accessed March 2021.

Office of the State Fire Marshal, *Very High Fire Hazard Severity Zones in LRA*. September 2011.

State of California Department of Transportation and City of El Segundo, *Park Place Extension and Grade Separation Project Final Environmental Impact Report/Environmental Assessment with Finding of No Significant Impact*, February 2019.



## City Council Agenda Statement

**Meeting Date:** December 21, 2021

**Agenda Heading:** Committees, Commissions and Boards  
Presentations

**Item Number:** E.10

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### **TITLE:**

Recruitment Process for Positions on the Committees, Commissions and Boards

### **RECOMMENDATION:**

Direct staff to open the recruitment process for the positions on the Committees, Commissions and Boards that expire in 2022.

### **FISCAL IMPACT:**

None.

### **BACKGROUND:**

Committees, Commissions and Boards (CCB's) are a critical component of our local government here in El Segundo. Members provide an important service in advising City Council and City staff on a wide variety of policy matters and making recommendations. Members are appointed by City Council and work hand-in-hand with City staff in fostering new and innovative programs and improved services for our residents and community.

### **DISCUSSION:**

Pursuant to Government Code §54972, attached is the Local Appointments List of the positions on Committee, Commissions and Boards that will expire in 2022.

Application forms, the anticipated vacancies in the year 2022 and the background information list are posted on the City's website at [www.elsegundo.org](http://www.elsegundo.org) or may be obtained from the City Council Office at City Hall or, upon request, will be mailed or emailed to interested parties.

To apply to any CCB, potential candidates should contact City Hall at 310-524-2302, for an application. The deadline for filing applications is 48 hours prior to the posted

## **Recruitment Process for Positions on the Committees, Commissions and Boards**

**December 21, 2021**

**Page 2 of 2**

interview date. Interviews of candidates are set by City Council when a sufficient number of candidates have applied for a position.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service, Engagement, and Communication; Embrace Diversity, Equity, and Inclusion

Objective 1A: El Segundo provides unparalleled service to internal and external customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

### **PREPARED BY:**

Mishia Jennings, Executive Assistant to City Council

### **REVIEWED BY:**

Barbara Voss, Deputy City Manager

### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. 2022 Local Appointments List
2. BACKGROUND INFORMATION ON CITY CCB's - 2021

CITY OF EL SEGUNDO  
**LOCAL APPOINTMENTS LIST**  
**(COMMISSIONS, COMMITTEES, AND BOARDS)**  
**Positions to Open in Year 2021 Posted pursuant to Govt Code § 54972**  
**TO APPLY, CONTACT CITY HALL ADMINISTRATION, 310-524-2302**

**TERM EXPIRES/OPENINGS**

**MAY**

**RECREATION & PARKS COMMISSION:** (4 Yr Term – No Term Limit - All Residents)

**Julie Stolnack** (*apptd 6/19/18 to 1<sup>st</sup> - 4 yr term*) 5/30/22

**JUNE**

**ARTS AND CULTURE ADVISORY COMMITTEE:** (3 Yr Term – No Term Limit – Residents/Vested Members in the Arts)

**Michael Kreski** (*re-appt 8/6/19 to 1<sup>st</sup> full term*) 06/30/22

**Maureen Kingsley** (*appt 8/6/19 to 1<sup>st</sup> full term*) 06/30/22

**Mark Knight** (*appt 8/6/19 to 1<sup>st</sup> full term*) 06/30/22

**Natalie Strong** (*re-appt to 8/6/19 to 1<sup>st</sup> full 4 yr term*) 06/30/22

**ENVIRONMENTAL COMMITTEE:** (4 Yr Term – No Term Limit – 3 Residents/3 Business Person/1ESUSD)

**VACANT** 6/30/22

**LIBRARY BOARD OF TRUSTEES:** (3Yr Term – No Term Limit - All Residents)

**Carol Ericson** (*apptd 8/06/19 to 1<sup>st</sup> full term*) 6/30/22

**Janice Merva** (*re-apptd 8/06/19 to 2<sup>nd</sup> full 3-yr term*) 6/30/22

**PLANNING COMMISSION:** (4 Yr Term – No Term Limitation) (All Residents)

**Michelle Keldorf** (*apptd 6/19/18 to 1<sup>st</sup> full 4-yr term*) 6/30/22

**SENIOR CITIZEN HOUSING CORPORATION BOARD:** (4Yr Term – No Term Limit - All Residents)

**Paula Rotolo** (*re-apptd 6/19/18-6<sup>th</sup> - 4 yr term*) 6/30/22

**OCTOBER**

**DIVERSITY, EQUITY, AND INCLUSION COMMITTEE:** (3 Yr Term - No Term Limit; comprised of 9-members who must be residents, business members or students based in El Segundo)

**VACANT** 10/31/22

**Lauren Abercrombie** (*appt to a partial term 10/06/20*) 10/31/22

**Steven Wood** (*appt to a partial term 10/06/20*) 10/31/22

**Council Approval:**

**Posted:**

**By:**

**THIS LIST IS TO REMAIN POSTED ALL YEAR -- DO NOT REMOVE**



## **BACKGROUND INFORMATION ON CITY COMMITTEES/COMMISSIONS/BOARDS**

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- 1. Arts & Culture Advisory Committee: (Community Services)** is an 11-member committee, of whom must be residents or vested in the arts, and two (2) members of the City Council. The Arts and Culture Advisory Committee was established by the City Council on August 2, 2016 and was added to the City's Local Appointment List pursuant to the Government Code of the State of California (Sec. 54972). The Arts & Culture Committee updated their bylaws on February 6, 2018 to add four (4) additional members. **The committee meets the 4<sup>th</sup> Tuesday of the month at 5:30 p.m. at the El Segundo Library in the Rose Garden Room or via Zoom.**
- 2. Capital Improvement Program Advisory Committee: (Public Works)** is a 5-member committee, composed of 3 residents and 2 local Business representatives (no residency requirements for business reps). Members serve without compensation, for 4-year terms, without term limits. The Director of Administrative Services and the Director of Public Works provide staff support to the committee. The committee assists in the development of the 5-year Capital Improvement Program ("CIP"). Each year staff proposes CIP projects for a 5-year period. The committee reviews these projects and makes recommendations to the City Council for funding consideration in conjunction with the City's annual budget process. In addition to the projects proposed by staff, the committee holds a community workshop each year to receive project requests from the general public. **The committee generally meets at 7:00 p.m., on a weekly basis in March, April and May, with the goal of finalizing its recommendations to the City Council in June.**
- 3. Diversity, Equity, and Inclusion Committee: (City Manager/Community Services)** is a 9-member committee, comprised of residents or property owners, business members, or students of public or private high school based in El Segundo, DEI was established July 21, 2020, for the purpose of advising the City Council on issues of diversity, equity, and inclusion. This work includes examination of four key City areas to produce a clear picture of the current practices, as well as the El Segundo community's sentiments towards these practices. Upon finding areas for improvement, the DEI Committee shall make recommendations to City Council intended to address any marginalized or underrepresented segment of our community. The Committee is a standing advisory committee that serves at the behest of the City Council. The four initial study tops are as follows: 1) Public Safety (including a review of Police Department policies, practices, training, and future directions), 2) Citywide Organization (including a review of City government policies, practices, training, etc.) 3) Community At-large (including a review of City demographic data, history, trends, etc.) 4) Local Economy (including a review of private sector diversity policies, training, etc.) **The committee meets the 2<sup>nd</sup> Wednesday of the month at 4:00pm.**

4. **Investment Advisory Committee: (Treasurer)** was established by Resolution #3764 dated June 2, 1992, for the purpose of advising the City Treasurer and City Council on matters pertaining to the investment of the City's idle funds. This is a 4-member committee; two are automatic appointments – (City Treasurer and Finance Director); the other two members (one of whom must be a resident of El Segundo) serve without compensation, for 4-year terms, without term limits. **The committee meets quarterly at City Hall on the 3<sup>rd</sup> Tuesday in March, June, September and December.**
  
5. **Library Board of Trustees: (Community Services)** was established by City Council Resolution #3665 on December 4, 1990, pursuant to Education Code Section 18910 et seq. The Board's 5-members must be 1-year, or more, residents of El Segundo, who serve without compensation. Trustees serve for 3-year terms without term limits. The board acts in an advisory capacity to the City Council in all matters pertaining to the Library and cooperates with other governmental agencies and civic groups in the advancement of sound planning and programming. The board considers, reviews, edits, and issues policy recommendations on library service, recommends the adoption of standards pertaining to library services and programs and makes recommendations for the provision of adequate library services consistent with community needs. The board may administer any trust declared or created for the Library and approves the Library's Annual Report to the State Librarian. The board meets at **7:00 p.m., on the 2<sup>nd</sup> Tuesday of every other month, beginning in January, in the Friends of the Library Meeting Room or via Zoom.**
  
6. **Planning Commission: (Development Services)** was established pursuant to the Planning Laws of the State of California (Sec. 65100-65106) on August 20, 1946 by City Ordinance #300. The commission is comprised of 5-members who must be residents of El Segundo, serve with minimal compensation, for 4-year terms, without term limits. The commission makes recommendations to the City Council on the adoption or amendment of the City's General Plan; performs duties with respect to land subdivision, planning and zoning as prescribed by City and State law; and, advises the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall development and environment of the City as a setting for human activities. The Commission meets on the **2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month, at 5:30 p.m., in City Hall Council Chambers.**
  
7. **Recreation & Parks Commission: (Community Services)** was established on March 23, 1938 by Resolution #448. It is comprised of 5-members, who must be residents of El Segundo. Commissioners serve with minimal compensation for 4-year terms, without term limits. The commission advises the City Council on all matters pertaining to recreation, parks, parkways and street trees. It makes recommendations to the City Council regarding level of services, policies and assists in implementing Recreation and Parks Department improvements and programs, including youth counseling, senior outreach, golf operations, city transportation, and in the acquisition and disposal of park property. The commission meets on the **3<sup>rd</sup> Wednesday of each month, at 6:00 p.m., in City Hall Council Chambers.**

8. **Senior Citizen Housing Corporation Board: (Community Services)** is a non-profit corporation formed in 1984 for the construction of the low-income housing facility for seniors, referred to as “Park Vista.” The Board was established in 1986 to actively oversee the management, operation, maintenance, and finances of Park Vista. The Board enters into an operating agreement with the City Council, and enlists a management company to operate the facility. The Board, comprised of five (5) directors, all El Segundo residents (per revised bylaws July 7, 2015), serve without compensation, for 4-year terms, without term limits. The Board meets on the **4<sup>th</sup> Wednesday of every month, at 3:30 p.m., at Park Vista, 615 E. Holly Avenue, El Segundo or via Zoom.**
  
9. **El Segundo Environmental Committee: (Public Works)** was established on February 6, 2008, for the purpose of reviewing existing City environmental programs and recommending new policies and programs to the City Council that facilitate the goals stated within the Environmental Work Plan. The Environmental Committee is comprised of 6-members, three members from the business community, three members from the residential community, one member from the El Segundo School District to serve four-year terms. One City staff member will serve the committee in an ex-official capacity. **The committee meets on the first Friday of the month 12:00 p.m. in the West Conference Room or via Zoom.**