



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 16, 2022

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

CITY COUNCIL CHAMBER
350 MAIN STREET, EL SEGUNDO, CA 90245

Drew Boyles, Mayor
Chris Pimentel, Mayor Pro Tem
Carol Pirsztuk, Council Member
Scot Nicol, Council Member
Lance Giroux, Council Member

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Jaime Bermudez, Police Chief
Michael Allen, Community Dev. Director
Elias Sassoon, Public Works Director
Aly Mancini, Recreation, Parks and Library Dir.

Mark Hensley, City Attorney
Joe Lillio, Chief Financial Officer
Deena Lee, Fire Chief
Rebecca Redyk, HR Director
Scott Kim, Acting 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.”

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 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.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 310-524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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 (INITIATION OF LITIGATION)

Initiation of litigation pursuant to Government Code §54956.9(d)(4): -1- matter.

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -4-MATTER(S)

1. Employee Organizations: Fire Fighters Association (FFA), Police Officers Association (POA), Supervisory Professional Employee Association (SPEA) and Police Support Services Employee Association (PSSEA)

Representative: Irma Moisa Rodriguez, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk.

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

INVOCATION – Pastor Scott Geminn, St. John's Lutheran Church

PLEDGE OF ALLEGIANCE – Councilmember Pirsztuk

SPECIAL PRESENTATIONS

1. American Cancer Society - Beach Cities Relay for Life
2. Introduction of Recreation, Parks and Library Director, Ally Mancini
3. Commendation Recognizing Mark Bloom, Gold Medal Winner at the 2022 Maccabiah Games for Padel

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

4. City Council Meeting Minutes

Recommendation -

1. Approve Regular City Council meeting minutes of June 21, 2022 and Special City Council meeting minutes of July 19, 2022.

5. Warrant Demand Register for May 30, 2022 through July 03, 2022

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 23A, 23B, 24A, 24B and 25A: warrant numbers 3040967 through 3041386, and 9002528 through 9002561.
3. Alternatively, discuss and take other action related to this item.

6. Notice of Completion of Police Department Women's Bathroom Remodel Project

Recommendation -

1. Accept the Police Department Women's Bathroom Remodel Project No. PW 22-02 by Corral Construction & Development, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.

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

7. Police Department Rooftop Chiller Unit Replacement Project Agreement

Recommendation -

1. Authorize the City Manager to execute a standard public works contract with Pardess Air, Inc. in the amount of \$222,000.00 for the Police Department rooftop chiller unit replacement project, Project No. PW 22-09 with an additional \$33,000.00 contingency fund for potential unforeseen conditions and associated work.

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

8. SB 1205 State Mandated Fire Inspection Compliance Report

Recommendation -

1. Adopt a resolution acknowledging receipt of the annual state mandated inspection compliance report which reflects that the El Segundo Fire Department has not been able to conduct 100% of inspections of certain structures as required by California Health and Safety Code §§ 13146.2 and 13146.3.

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

9. Resolution Allowing Continued Teleconferenced Public Meetings

Recommendation -

1. Approve the proposed resolution to continue the City's utilization of relaxed teleconferencing requirements under the Brown Act; and

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

10. Professional Services Agreement (Reimbursable) with Eyestone-Jones Environmental, LLC, to Prepare the Required Environmental Documents for 888 N. Douglass Street Specific Plan Project

Recommendation -

1. Approve a reimbursable Professional Service Agreement (“PSA”) with Eyestone-Jones Environmental, LLC, not to exceed \$456,190 for CEQA analysis and preparation of an EIR, and authorize the City Manager to sign the agreement in a form approved by the City Attorney.

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

11. Update on Emergency Repair of the Pool Heaters at the El Segundo Wiseburn Aquatics Center

Recommendation -

1. Receive and file staff's report regarding the status of the emergency repairs needed to address the failure of pool heaters at the El Segundo Wiseburn Aquatics Center;
2. Adopt a motion, by four-fifths vote, to determine the need to continue the emergency actions approved under Resolution No. 5343.
3. Alternatively, discuss and take other action related to this item.

12. Agreement Amendment for Auditor Clifton Larson Allen LLP to Augment Services and Extend Term

Recommendation -

1. Approve an amendment to agreement no. 5778 with Clifton Larson Allen LLP to exercise the contract option to renew the agreement for one-year and for an additional \$68,600 to increase the total contract amount to \$249,173 (four-year period) for audit services.
2. Authorize the City Manager to execute the amended agreement (No. 5778B).
3. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

13. Establish the Senior Planner and Associate Planner Classifications, and Adopt Classification Specifications, Examination Plans, and Salary Ranges

Recommendation -

1. Approve establishment of the Senior Planner and Associate Planner classifications.
2. Adopt the classification specifications and examination plans for the Senior Planner and Associate Planner positions.
3. Adopt a resolution establishing the basic salary range for the Senior Planner and Associate Planner positions.
4. Alternatively, discuss and take other action related to this item.

14. Ordinance Amending El Segundo Municipal Code Chapter 5-8 to Implement State Assembly Bill 1276 Regulating Single-Use Food Ware Accessories and Standard Condiments and Designate the City as the Associated Enforcement Agency

Recommendation -

1. Introduce and waive first reading of an Ordinance amending El Segundo Municipal Code Chapter 5-8 to implement state Assembly Bill 1276 regulating single-use food ware accessories and standard condiments and designate the City as the associated enforcement agency;
2. Direct staff to schedule the Ordinance for second reading on September 6, 2022 or as soon thereafter it may be considered; and
3. Alternatively, discuss and take other action related to this item.

15. Renewal of Joint Use Agreements with El Segundo Unified School District

Recommendation -

1. Approve an amended Joint Use Agreement for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District for a term of 10 years. (ATTACHMENT A)
2. Approve an amended Joint Use of Media Studio and Equipment Joint Use Agreement between the City of El Segundo and the El Segundo Unified School District for a term of 10 years. (ATTACHMENT B)
3. Approve the Fifth Amendment to MOU between the City of El Segundo and the El Segundo Unified School District for Library Services. (ATTACHMENT C)
4. Alternatively, discuss and take other action related to this item.

16. Update of City Committees, Commissions, and Boards Bylaws

Recommendation -

1. Approve the proposed update to El Segundo's Committees, Commissions, and Boards bylaws to make them uniform.
2. Require all members of CCB's to attend training with the City/Deputy City Attorney on Rules of Parliamentary Procedure & Code of Conduct.
3. Approve the name change from the Environmental Committee to the Public Works Sustainability Committee.
4. Approve the Diversity, Equity, & Inclusion Committee Meeting time change from 4:30 p.m. to 6:00 p.m.

5. Alternatively, discuss and take other action regarding this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

17. Diversity, Equity and Inclusion Committee Local Economy Report

Recommendation -

1. Receive and file the Diversity, Equity and Inclusion Committee Local Economy Report.
2. Direct staff to work with the Diversity, Equity and Inclusion Committee to implement recommended activities.
3. Alternatively, discuss and take other action related to this item.

18. El Segundo Senior Citizens Housing Corporation Board's State of the Union Presentation on Park Vista and Associated Proposed Actions

Recommendation -

1. Receive annual presentation from the Board of the Senior Citizens Housing Corporation.
2. Alternatively, discuss and take other action related to this item.

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCILMEMBER GIROUX

COUNCILMEMBER NICOL

COUNCILMEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

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: August 11, 2022

TIME: 4:45 PM

BY: Tracy Weaver, City Clerk

Proclamation

City of El Segundo, California

WHEREAS, the Beach Cities Relay For Life program is the largest network of cancer awareness events in the nation, uniting nearly 2,000 communities with a shared determination to finish the fight against cancer; and

WHEREAS, funds raised through the 2022 Beach Cities Relay For Life enable the American Cancer Society to save lives from cancer by funding groundbreaking cancer research; providing free, comprehensive information and support to those touched by cancer; and helping people reduce their cancer risk or find it early when it's most treatable; and

WHEREAS, participants of the 2022 Beach Cities Relay For Life join together to celebrate cancer survivors, pay tribute to those lost to the disease, and raise funds to end cancer once and for all.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim August 27, 2022 as "**2022 Beach Cities Relay for Life Day**" in El Segundo and encourage all citizens to help finish the fight against cancer by participating in the 2022 Beach Cities Relay for Life at Alta Vista Park in Redondo Beach on Saturday, August 27th.



Mayor Drew Boyles

*Mayor Pro Tem Carol Pirsztuk
Council Member Scot Nicol*

*Council Member Chris Pimentel
Council Member Lance Giroux*

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 21, 2022

CLOSED SESSION – Cancelled

OPEN SESSION – Mayor Pro Tem Pimentel called to order at 6:05 PM

ROLL CALL

Mayor Boyles	-	Present via teleconference
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Nicol	-	Present
Council Member Giroux	-	Present

INVOCATION – Father Alexi Smith, St. Andrew Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pimentel

SPECIAL PRESENTATIONS: None

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

Charles “Charlie” Henry, resident, commented on the City’s flag and the need to update.
Geoff Gerny, FFA President and resident, commented on labor negotiations between the City and the FFA.

Tracey Miller-Zarneke, Public Works Committee Co-chair and resident, commented on item D.13 – the committee supports the project.

Jessalyn Waldron, Supervisor Michael’s office, introduced herself as our new representative for our City.

CITY MANAGER FOLLOW-UP COMMENTS:

Mr. George and Mr. Lillio commented on the FFA public comment from Geoff Gerny. See meeting video for full discussion. Commented that the City Manager’s office will contact Mr. Henry regarding the City’s flag.

A. Read all Ordinances and Resolutions on the Agenda by Title Only.

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

B. CONSENT:

1. Approve Regular City Council meeting minutes of June 7, 2022
(Fiscal Impact: None)

2. Approve warrants demand register for May 23, 2022 through May 29, 2022, number 22C, warrant numbers 304087 through 3040966, and 9002525 through 9002527. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$1,309,687.48 (\$688,976.15 in check warrants and \$620,711.33 in wire warrants))

3. Authorize the City Manager to pre-pay the City's unfunded accrued liability to CalPERS for CalPERS FY 2022-23 and authorize the Chief Financial Officer to withdraw \$1,020,657 from the City's Section 115 Pension Trust with PARS to reimburse the City for the FY 2022-23 UAL prepayment to CalPERS.
(Fiscal Impact: Included in the Adopted FY 2022-23 Budget)

4. Authorize the City Manager to execute Agreement No. 6421 with Innovative Interfaces, Inc. for \$77,318 for implementation of the Polaris Integrated Library System at the El Segundo Public Library.

5. Approval of Ongoing Professional Service Agreements and Blanket Purchase Orders for FY 2022-2023 in Excess of \$50,000 for Various Departments;
(Fiscal Impact: Included in FY 2022-23 adopted budget).
 1. Authorize the City Manager to execute Contract No. 5346F with Prosum, Inc. to provide project management and technical services for the Information Technology Services Department for an amount not to exceed \$750,000 in FY 2022/2023 (General Fund – Information Technology Services),

 2. Authorize the City Manager to execute an amendment to Contract No. 5847B with Robert Half International Inc. to provide technical consulting, business analysis, project management and administrative services for the Information Technology Services Department for a not to exceed amount of \$750,000. This contract will be funded in FY 2022/2023 from savings from full-time salary and benefits as well as professional services accounts in various departments. Account number: Various.

 3. Authorize the City Manager to execute an amendment to Agreement No. 5861D with Riestter Pacific, Inc. for the City's economic development and hospitality and tourism marketing services to (1) extend the term of the agreement to June 30, 2023; and (2) authorize payment for services up to \$350,000 (General Fund – City Manager [\$275,000] and Chevron Grant Fund [\$75,000]).

 4. Authorize the issuance of a blanket purchase order to Metron Farnier for an amount not to exceed \$200,000 in total for the purchase of single jet AMR water meters for the City's water system in FY 2022/2023 (Water/Wastewater Enterprise Fund).

5. Authorize staff to continue to purchase gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing for an amount not to exceed \$254,500 in FY 2022/2023 (General Fund = \$190,000; Asset Forfeiture Fund = \$13,000; Prop "A" Fund = \$30,000; Water Enterprise Fund = \$12,500; Wastewater Enterprise Fund = \$9,000).
6. Authorize the City Manager to amend Contract No. 6062C with Vincent Benjamin Group LLC to provide on-call temporary staffing services for use by all City departments for an amount not to exceed \$250,000 in FY 2022/2023. (General Fund- Various City Departments).
7. Authorize the City Manager to extend ongoing Service Agreement No's with J. Lee Engineering – Amend #3790V, JAS Pacific – Amend #4695K, and CSG Consultants – Amend #5755D to provide plan check, counter staffing, inspections services in the amount not to exceed a combined total of \$247,000 in FY 2022/2023 (General Fund – Building Safety).
8. Authorize the City Manager to award Professional Service Agreement No. 6423 to Charles Abbot Associates Inc. to provide solid waste and recycling compliance support services for the Public Works Department for an amount not to exceed \$75,000 in FY 2022/2023 (General Fund – Public Works/Contractual Services).
9. Authorize the City Manager to execute Agreement No. 6424 and issue a blanket purchase order to Marc Cohen for Medical Director consulting services for the El Segundo Fire Department for an amount not to exceed \$72,000 in FY 2022/2023 (General Fund – Fire Department).
10. Authorize the City Manager to amend Contract No. 3881I with All Cities Management Services, Inc. for ongoing services to provide crossing guard services for the El Segundo School District for an amount not to exceed \$152,913 in FY 2022/2023 (General Fund – Finance Administration/ non-departmental).
11. Authorize the issuance of a blanket purchase order to Hinderliter De Llamas & Associates (Agreement No. 3313D) to provide professional services related to sales and use tax for an amount not to exceed \$100,000 in FY 2022/2023 (General Fund – Finance Department - Business Services Division).
12. Authorize the City Manager to amend Contract No. 4223C with Professional Account Mgmt., LLC (Duncan Solutions Company) for providing professional parking citation processing and collection services, via citation management for the Police Department for an amount not to exceed \$90,000 in FY 2022/2023 ending June 30, 2023 (General Fund – Police Department).
13. PULLED BY MAYOR PRO TEM PIMENTEL

14. Authorize the City Manager to execute an amendment to Agreement No. 6016B with KNB Consulting, LLC. for strategic public relations services and support to the Communications and Economic Development Divisions to (1) extend the term of the agreement to June 30, 2023; and, (2) authorize payment for services up to \$86,000 in FY 2022/2023 (General Fund – City Manager – Communications & Economic Development Divisions).
15. Authorize the City Manager to amend Contract No. 6010B and authorize payment to Crowdstrike, Inc. to provide cybersecurity services and software for an amount not to exceed \$65,000 in FY 2022/2023 (General Fund – Information Technology Services).
16. Authorize the issuance of a blanket purchase order to Tyler Technologies/Eden Financial Management Systems for annual software licensing, maintenance, and support for an amount not to exceed \$65,000 in FY 2022/2023 (General Fund – Information Technology Services).
17. Authorize the issuance of a blanket purchase order to Westchester Medical, Inc. for professional medical services not to exceed \$60,000 in FY 2022/2023 (General Fund- Fire Department; Police Department & Human Resources).
18. Authorize the City Manager to issue a blanket purchase order to Baker & Taylor Information Services for supplying books and other library materials for an amount not to exceed \$64,195 in FY 2022/2023 (General Fund – Community Services - Library). (Fiscal Impact: \$77,318)
6. Approve a one-year renewal of the Transit Service Operation Agreement No. 6422 with Beach Citifies Transit for operation of Line 109 FY 2022-2023 and authorize the Mayor to execute the Transit Service Operation Agreement. (Fiscal Impact: Anticipates the City's contribution for FY23 will be \$0, however, in the event that there is a funding shortfall, the City will pay up to \$50,000, which would be funded by Proposition A Funds)
7. Approve Resolution No. 5345 to continue the City's utilization of relaxed teleconferencing requirements under the Brown Act. (Fiscal Impact: None)
8. Receive and file Investment Portfolio Report dated March 2022. (Fiscal Impact: None)
9. PULLED BY COUNCIL MEMBER NICOL

MOTION by Council Member Giroux, SECONDED by Mayor Boyles approving Consent Agenda items 1, 2, 3, 4, 5 (with the exception of 5.13), 6, 7 and 8. MOTION PASSED BY UNANIMOUS VOTE. 5/0

PULLED ITEMS:

- 5.13 Authorize the City Manager to execute an amendment to Agreement No. 4095L with High Point Strategies, LLC for professional services related to LAWA, LAX, FAA, MTA and other Los Angeles agencies to (1) extend the term of the agreement to June 30, 2023; and (2) authorize payment for services up to \$81,000 in FY 2022/2023 (General Fund – City Manager).
(Fiscal Impact: Included in FY 2022-23 adopted budget)

Mayor Pro Tem Pimentel commented on the item.

MOTION by Mayor Pro Tem Pimentel, Council Member Pirsztuk approving an amendment to Agreement No. 4095L with High Point Strategies. MOTION PASSED BY UNANIMOUS VOTE. 5/0

9. Update on Emergency Repair of the Pool Heaters at the El Segundo Wiseburn Aquatics Center.
(Fiscal Impact: Included in FY 2022-23 adopted budget)

Council Member Nicol pulled the item for a four-fifths vote and Interim City Manager, Darrell George gave an update on the Aquatics Center.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Nicol approving the update on emergency repairs of the pool heaters at the El Segundo Wiseburn Aquatics Center. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. STAFF PRESENTATIONS: *(Item D.18 moved forward on the agenda)*

18. Presentation, Consideration of Support of Legislation, and Direction Regarding South Bay Regional Housing Trust Fund
(Fiscal Impact: There is no fiscal impact to the City's General Fund in the establishment of the South Bay Regional Housing Trust Fund. However, should El Segundo participate as a participating city in the trust fund, there may be future financial commitments through annual dues, to be determined at a later time)

Mayor Boyles introduced and reported on the item.

David Leger and Stacey Armato with the South Bay Council of Governments reported and answered Council's questions.

Council discussion

Council consensus to receive and file the presentation.

MOTION by Council Member Nicol, SECONDED by Mayor Boyles authorizing the Mayor to sign a letter of support for SB 1444. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council consensus that Council is interested, with no commitment at this time, in becoming a charter member of the South Bay Regional Housing Trust, if created.

C. PUBLIC HEARINGS:

10. FY 2022-2023 Master Fee Schedule
(Fiscal Impact: The estimated fiscal impact from the proposed changes is potential additional revenue for FY 2022-2023 of up to \$1,664,125 (\$935,825 General Fund, \$655,000 CUPA Fund under Fire Services, and \$73,300 Wastewater Fund).)

This public hearing is continuing from the June 7, 2022 regular City Council Meeting. The public hearing was closed at that meeting, therefore, Joe Lillio, Chief Financial Officer and Dino Marsocci, Treasury and Customer Service Manager continued the presentation with updates requested by Council and answered Council's questions.

Council discussion

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5336

A RESOLUTION OF THE CITY OF EL SEGUNDO ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR RECOVERING COSTS INCURRED FROM PROVIDING VARIOUS CITY SERVICES.

MOTION by Mayor Boyles, SECONDED by Council Member Giroux approving Resolution No. 5336 as amended. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

The following fees were amended by Council consensus;

- Short-term rentals – 100% Cost Recovery
- Revision film, NSF fees, Amplified Sound, Banner hanging, Block Party permits, Appeals to City Council – remain staff recommendations.
- Remove Day Care Fees

11. Public Hearing for Approval of Proposed FY 2022-2023 Citywide Operating Budget, Capital Improvement Program Budget, and Gann Appropriations Limit and Associated Financial Policies
(Fiscal Impact: Total proposed FY 2022-2023 budget appropriations (for all funds) equal \$157,803,535, with off-setting estimated revenues and use of reserves. Of these amounts, proposed general fund appropriations equal \$85,361,128, with off-setting estimated revenues and use of reserves. All applicable City financial policies are being fully adhered to)

Mayor Pro Tem Pimentel stated this was the time and place for a Public Hearing regarding the proposed FY 2022-2023 Citywide Operating Budget, Capital Improvement Program Budget, and Gann Appropriations Limit and Associated Financial Policies.

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

Darrell George, Interim City Manager introduced the item.

Joe Lillio, Chief Financial Officer gave a presentation and answered Council's questions.

Public Input: None

MOTION by Council Member Pirsztuk, SECONDED by Mayor Boyles to close the hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council discussion

Council Comments/Consensus during discussion

- Power washing downtown quarterly
- Memory Bricks to be updated/cleaned/refurbished
- Hanging baskets on Main Street need attention
- Uneven sidewalks on Main Street need attention
- Recreation Park needs new trash cans with lids
- Incubator Program – placeholder of \$100,000
- Dedicated staff member resource for El Segundo businesses
- Police Department to look into the possibility of hiring retired officers to assist in patrolling neighborhoods
- Increase CIP budget by \$350,000 for the remodel of restrooms at Brett Field.

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5346

A RESOLUTION ADOPTING THE 2022-2023 FINAL OPERATING AND CAPITAL IMPROVEMENT BUDGET AND THE 2022-2023 APPROPRIATIONS LIMIT FOR THE CITY OF EL SEGUNDO.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk approving Resolution No. 5346 as amended. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving financial policies for FY 2022-23 (general fund reserve policy, economic uncertainty reserve policy, Topgolf revenue allocation policy, unfunded actuarial liability

policy, and inter-fund loan policy) as reflected in report exhibits 4 through 8). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Recessed at 8:46 PM

Reconvened at 8:53

D. STAFF PRESENTATIONS: *(Item D.13 moved forward on the agenda)*

13. Resolution Approving the City's Participation in the "Imperial Highway Green Infrastructure Project" Initiated by the City of Los Angeles and Approving up \$500,000 from Measure W Funds toward this Project.
(Fiscal Impact: \$500,000 in future Measure W funds in FY2026-27)

Elias Sassoon, Public Works Director, introduced the item.

Michael Scaduto, Division Manager of Safe Clean Water Implementation Division of LA Sanitation & Environment gave a presentation and answered Council's questions.
Council Discussion

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5348

A RESOLUTION APPROVING THE CITY'S
PARTICIPATION IN THE "IMPERIAL HIGHWAY
GREEN INFRASTRUCTURE PROJECT" INITIATED
BY LA SANITATION AND APPROVING UP TO \$500,000
FROM MEASURE W TOWARD THIS PROJECT.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux adopting Resolution No. 5348. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

12. Public Hearing for Adoption of Development Impact Fees for New Development
(Fiscal Impact: No fiscal impact for FY 2021-22. Subsequent fiscal years' impact is estimated to be up to \$160 million in impact fees collected over the next 30 years or between \$1 million - \$5 million in additional development impact fees per year, depending on the development activity in any given fiscal year)

Mayor Pro Tem Pimentel stated this was the time and place for a Public Hearing regarding the adoption of Development Impact Fees for New Development.

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

Joe Lillio, Chief Financial Officer introduced the item and answered Council's questions.

Scott Thorpe and Gregory Brown with Revenue Cost Specialists gave a presentation and answered Council's questions.

Public Input: None

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux to close the hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council discussion

Council consensus to strike Sect. 4, paragraph 2 of the resolution.

Joaquin Vazquez, Deputy City Attorney stated a few minor changes to the resolution;

- Section 4, paragraph 3 will now be Section 5 and the wording will remain the same except for the word "before", this shall now be "prior" (in the interest of equity and ensuring the City continues to meet its regional housing need allocation, any residential development project that has received all required discretionary land use approvals prior to September 1, 2022...).
- Section 5 will become Section 6 and will now read; Effective Date: This resolution shall go into effect on immediately upon adoption.
- Section 3 will state new and increased fees shall become effective September 1, 2022.

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO (1) ADOPTING A DEVELOPMENT IMPACT FEE NEXUS STUDY, (2) INCREASING THE EXISTING POLICE, FIRE AND LIBRARY DEVELOPMENT IMPACT FEES, (3) ESTABLISHING THE FOLLOWING NEW DEVELOPMENT IMPACT FEES: A PARK LAND ACQUISITION & FACILITIES IMPROVEMENTS FEE, A CIRCULATION (STREETS, SIGNALS & BRIDGES) FACILITIES FEE, A STORM DRAINAGE COLLECTION SYSTEM FEE, A WATER DISTRIBUTION SYSTEM FEE, A WASTEWATER COLLECTION SYSTEM FEE, A GENERAL GOVERNMENTAL FACILITIES, VEHICLES & EQUIPMENT FEE, A PUBLIC USE (COMMUNITY CENTER) FACILITIES FEE, AND AN AQUATICS FACILITIES FEE FOR NEW DEVELOPMENT WITHIN THE CITY; AND (4) DETERMINING THIS RESOLUTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

MOTION by Council Member Giroux SECONDED by Council Member Pirsztuk approving Resolution No. 5347 as amended. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

- D. STAFF PRESENTATIONS: *(Items D.13 and D.18 moved forward on the agenda)*
14. Approval of Modification of City Manager Annual Salary Classification and Employment Agreement to Appoint Darrell George as City Manager with a \$270,000 Base Salary, Potential Performance Bonus of 15% of Base Salary, and Various Fringe Benefits, Including Retiree Medical Benefits
(Fiscal Impact: The City Manager position is currently funded in the FY 2022-2023 budget with the existing salary and benefits package for a CalPERS "Classic" member. The annual base salary advertised in the recruitment process for this position was adjusted from \$259,700 to \$270,000 while all other benefits remained unchanged. As Mr. George is a "Classic" CalPERS member reinstating from retirement, he will now be classified as a "PEPRA" member. This reclassification of membership results in a lower employer-required contribution to CalPERS which offsets the \$10,300 differential in annual base salary. Thus, there is no fiscal impact related to this item)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, MODIFYING THE ANNUAL SALARY FOR THE CITY MANAGER JOB CLASSIFICATION.

MOTION by Council Member Nicol, SECONDED by Council Member Giroux adopting Resolution No. 5349. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving Employment Agreement No. 6420 between the City and Darrell George. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

15. Resolution Submitting a City Cannabis Tax Initiative to the Voters per Elections Code § 9222
(Fiscal Impact: No fiscal impact for FY 2021/22. If approved by voters, approximately \$600,000 to \$1,500,000 in annual revenue during the period that the cannabis tax is implemented. There will be election costs of approximately \$5,000 (\$2,513 for the County election and about \$2,487 for City Attorney and staff time) associated with each ballot measure included in the November 2022 election; sufficient funds will be included in the FY 2022-23 Budget. Additional comparable costs would be associated with the City Regulatory Initiative)

Deputy City Attorney, Joaquin Vazquez reported on the item and stated a correction to the staff report; the Ordinance wasn't included in the packet, (the resolution was

included twice) however, Council has received a copy and a copy was posted to the website for members of the community to view.

Council discussion

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO SUBMITTING TO THE CITY VOTERS A BALLOT MEASURE TO ESTABLISH A BUSINESS TAX ON BUSINESSES WHICH SELL, DISTRIBUTE, MANUFACTURE, AND CULTIVATE CANNABIS INCLUDING INDUSTRIAL HEMP AND HEMP PRODUCTS, REQUESTING LOS ANGELES COUNTY TO PROVIDE SPECIFIC ELECTION SERVICES, AND SETTING REQUIREMENTS FOR FILING WRITTEN ARGUMENTS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk adopting Resolution No. 5342. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux authorizing one or more members of the City Council to file a written argument for the City Tax initiative on behalf of the City Council or authorize one or more members of the Council to file one or more arguments regarding the measure as individuals. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux directing the City Attorney to prepare an impartial analysis of the City tax initiative.

16. Adopt a resolution modifying benefits for Management-Confidential employees and to Chapter 1A2 (Management-Confidential Series) of the El Segundo Administrative Code.
(Fiscal Impact: the fiscal impact over a 12-month period to implement the benefit changes outlined in this report is approximately \$48,818. The proposed FY 2022-2023 General Fund Budget which will be submitted to City Council on June 21, 2022, will include sufficient funding for these benefit changes)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Joaquin Vazquez, Deputy City Attorney read the resolution by title only;

RESOLUTION NO. 5350

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA AMENDING THE CITY'S ADMINISTRATIVE CODE TO UPDATE BENEFITS FOR SPECIFIC UNREPRESENTED CLASSIFICATIONS UNDER CHAPTER 1A2 (MANAGEMENT – CONFIDENTIAL SERIES).

MOTION by Council Member Pirsztuk, SECONDED by Council Member Nicol adopting Resolution No. 5350. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

17. Consideration and Direction Regarding the Draft El Segundo Affordable Housing Strategic Plan
(Fiscal Impact: None)

Michael Allen, Development Services Director, Rick Schroeder, President of Many Mansions and Alexander Russell, Many Mansions gave a presentation.

Council Discussion

Council consensus to receive and file the draft Affordable Housing Strategic Plan

Council agreed to attend 2+2+1 meetings with the City Manager and Development Services Director regarding affordable housing programs for further discussion, recommendations, and next steps.

Council Member Nicol suggested Staff Reports be written with sections in order accommodate discussions that involve conflict of interest for some Council Members.

19. Discussion and Direction on Potential City Sales Tax or Business License Tax Ballot Measures
(Fiscal Impact: No fiscal impact for FY 2021-22. Significant City staff and City Attorney time, as well as costs associated with Los Angeles County to place the initiative on the November ballot (\$5,000 per initiative). Additional costs may be incurred for additional Council meetings needed to approve any final ballot measure text proposed)

Darrell George, City Manager and Joe Lillio, Chief Financial Officer reported and presented on the item.

Recessed at 10:45 PM

Reconvened at 10:49 PM

Council Discussion

Council consensus to receive and file the presentation.

MOTION by Mayor Boyles, SECONDED by Council Giroux directing staff to draft a Business License Tax ballot measure and bring back to Council at a future Special City Council meeting for further discussion and possible approval. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS:

20. Appointment to the Library Board of Trustees and Senior Citizen Housing Corporation Board
(Fiscal Impact: None)

Clerk Weaver announced Eric Hoffman was appointed to the Library Board of Trustees to a partial term expiring June 30, 2024 and Janice Merva and Carol Ericson to full terms expiring June 30, 2025 and Paula Rotolo was appointed to a full term expiring June 30, 2026 to the Senior Citizen Housing Corporation Board.

- F. REPORTS – CITY CLERK – Mentioned the Nomination period will open July 18, 2022 through August 12, 2022

- G. REPORTS – CITY TREASURER – Not present

- H. REPORTS – COUNCIL MEMBERS

Council Member Giroux – No report

Council Member Nicol – No report

Council Member Pirsztuk – No report

Mayor Pro Tem Pimentel – Attended the Sanitation Board meeting and mentioned Los Angeles Sanitation will be reducing rates, thanked the Public Works department for their fast-acting service regarding an odor coming from the wet wells.

Mayor Boyles – Mentioned the City will be hosting the AAP (Pickleball) Tournament June 24-26, 2022.

- I. REPORTS – CITY ATTORNEY – No report

- J. REPORTS/FOLLOW-UP – CITY MANAGER – Announced the hiring of Aly Mancini as the new Recreation Parks and Library Director and thanked the Council for approving his position as City Manager and stated he looks forward to working for the City of El Segundo.

MEMORIALS – None

Adjourned at 11:19 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 19, 2022

OPEN SESSION – Mayor Boyles called to order at 2:05 PM

ROLL CALL

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

PLEDGE OF ALLEGIANCE – Council Member Giroux

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

A. Read all Ordinances and Resolutions on the Agenda by Title Only.

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

B. CONSENT:

1. Approve Resolution No. 5351 to continue the City’s utilization of relaxed teleconferencing requirements under the Brown Act.
(Fiscal Impact: None)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving Consent Agenda item 1. MOTION PASSED BY VOTE. 5/0

C. STAFF PRESENTATIONS:

2. Amendments to the City’s Business License Tax Ordinance to be Placed on the Ballot for the November 8, 2022 General Municipal Election.
(Fiscal Impact: If approved by voters, it is estimated the measure could generate an additional \$3,000,000 in annual revenue beginning with FY 2023-2024. There will be election costs of approximately \$7,500 (\$2,513 for the County election and about \$4,987 for City Attorney and staff time) associated with the ballot measure included in the November 2022 election. Sufficient funds have been included in the FY 2022-23 Budget; however, if an additional appropriation is required, this will be addressed at mid-year review.)

Joe Lillio, Chief Financial Officer and Mark Hensley, City Attorney, presented the item an answered Council’s questions.

Council Discussion

Council Consensus and direction on the following items requested of staff;

- Revision of Sales Tax Credit
 - Option A: with a modification – Lower the threshold to a maximum of \$25,000 and sunset after 3 years or whichever comes first.
- Business Tax Proposed Restructure (Apartment Units)
 - Option 2: accept the proposed per unit charge of \$150/unit (first 1-3 units will have a base of \$150, after 3 the assessing will begin the per unit charge of \$150).
- Business Tax Proposed Restructure (Hotels, Motels, Auto Courts & Lodging Houses)
 - Same proposed structure as Apartments (see above).
 - Eliminate assessing the sq. footage and employee charge.
- Business Tax Proposed Restructure (Nonprofits)
 - Accept the proposed flat fee of \$150
- Business Tax Proposed Restructure (Inflationary Index)
 - Accept the proposed at an average of the last five-year CPI.

City Attorney's Office will make the changes discussed while Council convenes to Closed Session.

Recessed into Closed Session at 3:21 PM

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

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

1. Michael Ward vs. City of El Segundo, Workers Compensation Adjudicatory Board Case No. ADJ 11677036, 11673928, and 11677032.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code §54956.9 (d)(4): -1- matters.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -2-MATTER(S)

Employee Organizations: Police Officers' Association (POA) and Fire Fighters' Association (FFA)

Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

Adjourned at 4:01 PM

Reconvened to Open Session at 4:13 PM

Mark Hensley, City Attorney, read the resolutions by title only:

RESOLUTION NO. 5352

A RESOLUTION ADDING A PROPOSITION TO THE PREVIOUSLY CALLED NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO QUALIFIED VOTERS AN ORDINANCE AMENDING TITLES 3 AND 4 OF THE MUNICIPAL CODE TO MODIFY CERTAIN BUSINESS LICENSE TAXES AND TAKING CERTAIN RELATED ACTIONS.

MOTION by Council Member Giroux, SECONDED by Council Member Nicol approving Resolution No 5352. MOTION PASSED BY VOTE. 5/0

Council consensus designating Council Members to draft ballot argument in favor of the ballot measure and directing City Attorney to draft impartial analysis of the ballot measure.

Mark Hensley, City Attorney, read the resolution by title only;

RESOLUTION NO. 5353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, AMENDING MINOR PORTIONS OF CITY COUNCIL RESOLUTION NO. 5337 AND 5338 TO AUTHORIZE UP TO FOUR BALLOT MEASURES FOR THE CITY'S NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION.

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5353 amending Resolutions No. 5337 and 5338. MOTION PASSED BY VOICE VOTE. 5/0

Adjourned at 4:17 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 26, 2022

The meeting was conducted virtually via Zoom

OPEN SESSION – Mayor Boyles called to order at 2:01 PM

ROLL CALL

Mayor Boyles - Present via teleconference
Mayor Pro Tem Pimentel - Present via teleconference
Council Member Pirsztuk - Present via teleconference
Council Member Nicol - Present via teleconference
Council Member Giroux - Present via teleconference

PLEDGE OF ALLEGIANCE – Council Member Giroux

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

REPORTS – Mayor Boyles

1. Consideration and possible action regarding the anticipated order from the Los Angeles County Department of Health to require face coverings based upon its Health Director's opinion that such is necessary to respond to COVID related health issues.

Darrell George, City Manager, introduced the item and gave a brief COVID-19 update.

Council discussion

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to not actively enforce a potential mask mandate from the LA County Department of Health in El Segundo, with the exception of City Hall and City facilities which are subject to OSHA mandates. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk directing staff to write a letter to LA County Department of Health stating the City of El Segundo is not willing to comply with a potential mask mandate. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council consensus giving Mayor Boyles permission to sign a possible South Bay Council of Governments letter supporting the recusal of a mask mandate at the next meeting.

Adjourned at 2:23 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.5

TITLE:

Warrant Demand Register for May 30, 2022 through July 03, 2022

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 23A, 23B, 24A, 24B and 25A: warrant numbers 3040967 through 3041386, and 9002528 through 9002561.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The warrants presented were drawn in payment of demands included within the FY 2021-2022 Adopted Budget. The total of \$15,203,837.99 (\$2,568,393.24 in check warrants and \$12,635,444.75 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

Warrant Demand Register

August 16, 2022

Page 2 of 2

checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a 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:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 23a Summary
2. Register 23b Summary
3. Register 24a summary
4. Register 24b Summary
5. Register 25a summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3040967 - 3041061
9002528 - 9002557

DATE OF APPROVAL: AS OF 06/21/22

REGISTER # 23a

001	GENERAL FUND	295,533.02
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	22.86
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	29,657.66
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	246.38
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	18,320.00
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	8,049.48
127	MEASURE "M"	2,115.00
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	1,000.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	2,383.68
502	WASTEWATER FUND	4,374.34
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	20.04
603	WORKERS COMP. RESERVE/INSURANCE	40.60
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	32,217.63
703	EXPENDABLE TRUST FUND - OTHER	1,500.00
704	CULTURAL DEVELOPMENT	12.88
708	OUTSIDE SERVICES TRUST	9,598.50

TOTAL WARRANTS \$ 405,094.07

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

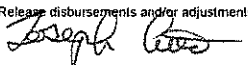
For Ratification:

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



CITY MANAGER



DATE:

6-20-2022

DATE:

6-21-22

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
 05/30/22 THROUGH 06/05/22**


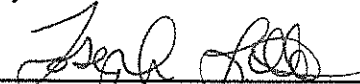

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/1/2022	Unum	211.30	Long Term Care Premium - November
6/1/2022	Cal Pers	61,677.57	EFT Retirement Safety Police Classic - 1st Tier 28
6/1/2022	Cal Pers	52,781.38	EFT Retirement Safety Fire- Classic 30168
6/1/2022	Cal Pers	42,522.15	EFT Retirement Misc - PEPRA New 26013
6/1/2022	Cal Pers	27,884.64	EFT Retirement Misc - Classic 27
6/1/2022	Cal Pers	26,631.46	EFT Retirement Safety-Police-PEPRA New 25021
6/1/2022	Cal Pers	13,622.37	EFT Retirement Safety-Fire-PEPRA New 25020
6/1/2022	Cal Pers	5,848.93	EFT Retirement Sfty Police Classic-2nd Tier 30169
05/23/22-05/29/22	Workers Comp Activity	38,337.82	SCRMA checks issued, less Swiss Re check reimbursement
05/23/22-05/29/22	Liability Trust - Claims	256.58	Claim checks issued/(voided)
05/23/22-05/29/22	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>269,774.20</u>	

DATE OF RATIFICATION: 06/06/22

TOTAL PAYMENTS BY WIRE:

269,774.20

Certified as to the accuracy of the wire transfers by:

 _____ Deputy City Treasurer II	<u>06/06/2022</u> _____ Date
 _____ Chief Financial Officer	<u>6-20-2022</u> _____ Date
 _____ City Manager	<u>6-21-22</u> _____ 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 06/21/22
 REGISTER # 23a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	3,498.25
1201	City Treasurer	280.00
1300	City Clerk	1,776.55
2101	City Manager	29,948.69
2102	Communications	6,830.00
2103	El Segundo Media	2,551.38
2201	City Attorney	
2401	Economic Development	2,187.40
2402	Planning	174.21
2500	Administrative Services	81,289.54
2601	Government Buildings	27,008.66
2700	Community Outreach/Planning	
2900	Nondepartmental	29,134.58
6100	Library	4,477.91
		189,157.17
PUBLIC SAFETY		
3100	Police	43,476.16
3200	Fire	13,934.56
2403	Building Safety	2,206.69
2404	Plng/Bldg Sfty Administration	458.00
		60,075.41
PUBLIC WORKS		
4101	Engineering	0.10
4200	Streets/Park Maintenance	2,946.41
4300	Wastewater	(15.93)
4601	Equipment Maintenance	5,790.97
4801	Administration	924.24
		9,645.79
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	20,511.80
5400	Centennial	
		20,511.80
EXPENDITURES		
CAPITAL IMPROVEMENT		1,000.00
ALL OTHER ACCOUNTS		124,703.90
TOTAL WARRANTS		405,094.07

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3041062 - 3041079
0 - 0

DATE OF APPROVAL: AS OF 06/21/22

REGISTER # 23b

001	GENERAL FUND	53,959.80
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
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	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	2,084.40
502	WASTEWATER FUND	3,020.77
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	692.00
603	WORKERS COMP RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	CULTURAL DEVELOPMENT	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 59,759.97</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 Lee

CITY MANAGER

W. J. [Signature]

DATE:

6-21-22

DATE:

6-21-22

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
 06/06/22 THROUGH 06/12/22**

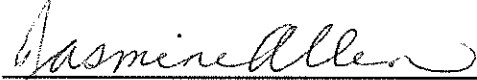
<u>Date</u>	<u>Payee</u>	<u></u>	<u>Description</u>
6/10/2022	Cal Pers	568,755.77	EFT Health Insurance Payment
6/10/2022	ExpertPay	1,675.84	EFT Child support payment
6/10/2022	West Basin	2,144,151.43	H2O payment
6/10/2022	Mission Square	65,712.96	457 payment Vantagepoint
6/10/2022	Mission Square	300.00	IRA payment Vantagepoint
05/30/22-06/05/22	Workers Comp Activity	36,475.56	SCRMA checks issued, less Swiss Re check reimbursement
05/30/22-06/05/22	Liability Trust - Claims	10,781.80	Claim checks issued/(voided)
05/30/22-06/05/22	Retiree Health Insurance	3,861.44	Health Reimbursement checks issued
		<u>2,831,714.80</u>	

DATE OF RATIFICATION: 06/13/22

TOTAL PAYMENTS BY WIRE:

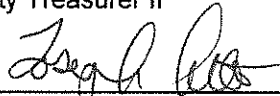
2,831,714.80

Certified as to the accuracy of the wire transfers by:



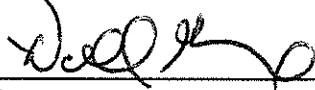
 Deputy City Treasurer II

06/13/2022
 Date



 Chief Financial Officer

6-20-2022
 Date



 City Manager

6-21-22
 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 06/21/22
 REGISTER # 23b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	
2102	Communications	79.22
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	
2402	Planning	
2500	Administrative Services	6,036.19
2601	Government Buildings	2.95
2700	Community Outreach/Planning	
2900	Nondepartmental	590.65
6100	Library	149.98
		6,858.99
PUBLIC SAFETY		
3100	Police	1,178.19
3200	Fire	145.15
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	
		1,323.34
PUBLIC WORKS		
4101	Engineering	
4200	Streets/Park Maintenance	32,591.28
4300	Wastewater	19.98
4601	Equipment Maintenance	
4801	Administration	
		32,611.26
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	
5400	Centennial	
		0.00
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		18,966.38
TOTAL WARRANTS		
		59,759.97

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3041080 - 3041158
9002558 - 9002559

DATE OF APPROVAL: AS OF 07/05/22

REGISTER # 24a

001	GENERAL FUND	317,299.24	
104	TRAFFIC SAFETY FUND	-	
106	STATE GAS TAX FUND	-	
108	ASSOCIATED RECREATION ACTIVITIES FUND	-	
109	ASSET FORFEITURE FUND	236.36	
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	AP CUPA PROGRAM OVERSIGHT SURCHARGE	-	
127	MEASURE "M"	-	
128	SB-1	-	
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-	
130	AFFORDABLE HOUSING	-	
131	COUNTY STORM WATER PROGRAM	-	
202	ASSESSMENT DISTRICT #73	-	
301	CAPITAL IMPROVEMENT FUND	-	
302	INFRASTRUCTURE REPLACEMENT FUND	-	
405	FACILITIES MAINTENANCE	-	
501	WATER UTILITY FUND	320.22	
502	WASTEWATER FUND	339.20	
503	GOLF COURSE FUND	-	
505	SOLID WASTE FUND	-	
601	EQUIPMENT REPLACEMENT	-	
602	LIABILITY INSURANCE	-	
603	WORKERS COMP. RESERVE/INSURANCE	-	
701	RETIRED EMP. INSURANCE	-	
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-	
703	EXPENDABLE TRUST FUND - OTHER	7,855.00	
704	CULTURAL DEVELOPMENT	-	
708	OUTSIDE SERVICES TRUST	35,227.00	
	TOTAL WARRANTS		<u>\$ 381,277.02</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 Koo

CITY MANAGER

[Signature]

DATE:

6-20-2022

DATE:

6-21-22

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
 06/13/22 THROUGH 06/19/22**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/13/2022	IRS	327,955.08	Federal 941 Deposit
6/13/2022	Employment Development	5,345.57	State SDI payment
6/13/2022	Employment Development	59,130.61	State PIT Withholding
06/06/22-06/12/22	Workers Comp Activity	78,273.51	SCRMA checks issued, less Swiss Re check reimbursement
06/06/22-06/12/22	Liability Trust - Claims	3,640.00	Claim checks issued/(voided)
06/06/22-06/12/22	Retiree Health Insurance	-	Health Reimbursement checks issued
06/06/22-06/12/22	Flexible Spending Account	25.00	Employee Health and DCA card charges
		<u>474,369.77</u>	

**DATE OF RATIFICATION: 06/20/22
 TOTAL PAYMENTS BY WIRE:**

474,369.77

Certified as to the accuracy of the wire transfers by:

Asmine Allen 06/20/2022
 Deputy City Treasurer II Date

Joseph P... 6-20-2022
 Chief Financial Officer Date

Quell... 6-21-22
 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 07/05/22
 REGISTER # 24a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	
2102	Communications	
2103	El Segundo Media	2,514.26
2201	City Attorney	16,519.31
2401	Economic Development	
2402	Planning	238.75
2500	Administrative Services	52,908.06
2601	Government Buildings	27,087.79
2700	Community Outreach/Planning	1,320.00
2900	Nondepartmental	6,782.17
6100	Library	947.77
		108,318.11
PUBLIC SAFETY		
3100	Police	21,251.70
3200	Fire	6,000.00
2403	Building Safety	26,549.00
2404	Plng/Bldg Sfty Administration	282.18
		54,082.88
PUBLIC WORKS		
4101	Engineering	
4200	Streets/Park Maintenance	24,218.78
4300	Wastewater	
4601	Equipment Maintenance	9,374.57
4801	Administration	104.37
		33,697.72
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	6,753.60
5400	Centennial	
		6,753.60
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		158,424.71
TOTAL WARRANTS		
		361,277.02

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3041159 - 3041272
9002560 - 0

DATE OF APPROVAL: AS OF 07/05/22

REGISTER # 24b

001	GENERAL FUND	423,590.11
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	3,802.13
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	36,719.63
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	116,204.04
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	67.94
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	5.39
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	754.91
127	MEASURE "M"	47,356.45
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	17,474.00
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	40,645.75
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	33,474.41
502	WASTEWATER FUND	27,153.79
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	210.08
603	WORKERS COMP. RESERVE/INSURANCE	435.22
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	910.46
703	EXPENDABLE TRUST FUND - OTHER	8,000.00
704	CULTURAL DEVELOPMENT	275.24
708	OUTSIDE SERVICES TRUST	107,057.87
TOTAL WARRANTS		<u>\$ 864,137.42</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.

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

CODES:

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

CHIEF FINANCIAL OFFICER

Joseph Lee

CITY MANAGER

Dee D

DATE:

6-28-2022

DATE:

6-28-22

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
06/20/22 THROUGH 06/26/22**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/22/2022	Cal Pers	61,664.51	EFT Retirement Safety Police Classic - 1st Tier 28
6/22/2022	Cal Pers	52,745.87	EFT Retirement Safety Fire- Classic 30168
6/22/2022	Cal Pers	46,120.80	EFT Retirement Misc - PEPRA New 26013
6/22/2022	Cal Pers	37,432.89	EFT Retirement Misc - Classic 27
6/22/2022	Cal Pers	27,880.91	EFT Retirement Safety-Police-PEPRA New 25021
6/22/2022	Cal Pers	13,622.37	EFT Retirement Safety-Fire-PEPRA New 25020
6/22/2022	Cal Pers	5,888.82	EFT Retirement Sfty Police Classic-2nd Tier 30169
6/23/2022	Unum	211.30	Long Term Care Premium
6/23/2022	US Bank	8,054,740.53	Pension Obligation Bond Interest Payment
6/24/2022	Mission Square	65,494.63	457 payment Vantagepoint
6/24/2022	Mission Square	300.00	IRA payment Vantagepoint
6/24/2022	ExpertPay	1,675.84	EFT Child support payment
06/13/22-06/19/22	Workers Comp Activity	47,534.86	SCRMA checks issued, less Swiss Re check reimbursement
06/13/22-06/19/22	Liability Trust - Claims	3,909.30	Claim checks issued/(voided)
06/13/22-06/19/22	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>8,419,222.63</u>	

DATE OF RATIFICATION: 06/27/22

TOTAL PAYMENTS BY WIRE:

8,419,222.63

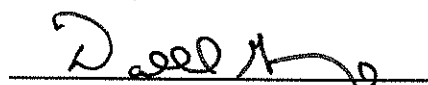
Certified as to the accuracy of the wire transfers by:


Deputy City Treasurer II

06/27/2022
Date


Chief Financial Officer

6-28-2022
Date


City Manager

6-28-22
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 07/05/22
 REGISTER # 24b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	453.66
1201	City Treasurer	53.27
1300	City Clerk	680.32
2101	City Manager	299.51
2102	Communications	149.24
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	13,531.54
2402	Planning	674.22
2500	Administrative Services	160,974.73
2601	Government Buildings	33,912.15
2700	Community Outreach/Planning	
2900	Nondepartmental	24,093.92
6100	Library	20,634.77
		255,457.33
PUBLIC SAFETY		
3100	Police	14,662.69
3200	Fire	25,088.97
2403	Building Safety	(27.30)
2404	Ping/Bldg Sfty Administration	254.14
		39,978.50
PUBLIC WORKS		
4101	Engineering	3,513.73
4200	Streets/Park Maintenance	38,113.97
4300	Wastewater	825.38
4601	Equipment Maintenance	1,367.14
4801	Administration	93.66
		43,913.88
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	5,258.71
5400	Centennial	
		5,258.71
EXPENDITURES		
	CAPITAL IMPROVEMENT	40,645.75
	ALL OTHER ACCOUNTS	478,883.25
	TOTAL WARRANTS	864,137.42

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3041273 - 3041386
9002561 - 0

DATE OF APPROVAL: AS OF 07/19/22

REGISTER # 25a

001	GENERAL FUND	414,290.50
003	EXPENDABLE TRUST FUND - OTHER	4,054.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	2,281.38
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEAURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	21,850.00
112	PROP "A" TRANSPORTATION	2,795.51
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	7.10
128	AP CUPA PROGRAM OVERSIGHT SURCHARGE	222.77
127	MEAURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	64,172.14
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	73,842.05
502	WASTEWATER FUND	2,643.19
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	229.48
603	WORKERS COMP. RESERVE/INSURANCE	246.88
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	8,000.00
704	CULTURAL DEVELOPMENT	136.19
708	OUTSIDE SERVICES TRUST	283,353.57

TOTAL WARRANTS

\$ 878,124.76 /

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 [Signature]
7-6-2022

CITY MANAGER

[Signature]

DATE:

DATE:

7-6-22

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
 06/27/22 THROUGH 07/03/22**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/27/2022	IRS	283,281.17	Federal 941 Deposit
6/27/2022	Employment Development	6,177.38	State SDI payment
6/27/2022	Employment Development	63,200.72	State PIT Withholding
6/27/2022	Cal Pers	65,647.30	EFT Retirement Safety Police Classic - 1st Tier 28
6/27/2022	Cal Pers	52,781.38	EFT Retirement Safety Fire- Classic 30168
6/27/2022	Cal Pers	46,831.06	EFT Retirement Misc - PEPRA New 26013
6/27/2022	Cal Pers	36,838.31	EFT Retirement Misc - Classic 27
6/27/2022	Cal Pers	30,038.17	EFT Retirement Safety-Police-PEPRA New 25021
6/27/2022	Cal Pers	13,622.37	EFT Retirement Safety-Fire-PEPRA New 25020
6/27/2022	Cal Pers	6,379.96	EFT Retirement Sfty Police Classic-2nd Tier 30169
06/20/22-06/26/22	Workers Comp Activity	35,565.53	SCRMA checks issued, less Swiss Re check reimbursement
06/20/22-06/26/22	Liability Trust - Claims	-	Claim checks issued/(voided)
06/20/22-06/26/22	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>640,363.35</u>	

DATE OF RATIFICATION: 07/05/22

TOTAL PAYMENTS BY WIRE:

640,363.35


Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer II

07/05/22
 Date


 Chief Financial Officer

7-6-2022
 Date


 City Manager

7-6-22
 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 07/19/22
 REGISTER # 25a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	32.95
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	13,091.77
2102	Communications	2,687.40
2103	El Segundo Media	1,029.05
2201	City Attorney	21,906.35
2401	Economic Development	53.91
2402	Planning	
2500	Administrative Services	86,003.33
2601	Government Buildings	1,229.83
2700	Community Outreach/Planning	3,223.00
2900	Nondepartmental	47,061.58
6100	Library	3,338.53
		<hr/> 179,657.70
PUBLIC SAFETY		
3100	Police	53,635.35
3200	Fire	12,922.20
2403	Building Safety	38,801.16
2404	Plng/Bldg Sfty Administration	36.27
		<hr/> 105,394.98
PUBLIC WORKS		
4101	Engineering	8,575.62
4200	Streets/Park Maintenance	3,699.85
4300	Wastewater	235.48
4601	Equipment Maintenance	332.61
4801	Administration	
		<hr/> 12,843.56
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	30,982.03
5400	Centennial	
		<hr/> 30,982.03
EXPENDITURES		
CAPITAL IMPROVEMENT		64,172.14
ALL OTHER ACCOUNTS		485,074.35
TOTAL WARRANTS		<hr/> <hr/> 878,124.76 /



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.6

TITLE:

Notice of Completion of Police Department Women's Bathroom Remodel Project

RECOMMENDATION:

1. Accept the Police Department Women's Bathroom Remodel Project No. PW 22-02 by Corral Construction & Development, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2021/22 Budget

Project Cost	
Description	Expenditures
Construction Contract Amount	\$144,044.00
Change Orders	\$11,963.24
Advertising Cost	\$1,144.00
Total Project Cost	\$157,151.24
Unspent funds returning to source	\$92,848.76

Amount Budgeted: \$250,000

Additional Appropriation: None

Account Number(s): 109-400-3109-8708 (Asset Forfeiture Fund)

BACKGROUND:

Police Department Women's Bathroom Remodel Project

August 16, 2022

Page 2 of 2

On December 7, 2021, City Council awarded a public works contract to Corral Construction & Development, Inc. (the "Contractor") in the amount of \$144,044 with a \$21,956 contingency amount to demolish and renovate the existing Police Department women's bathroom facility at 348 Main Street (the "Project").

DISCUSSION:

The Contractor commenced the Project on May 7, 2022 and completed it on June 7, 2022. City staff inspected the Project work and determined the Project was satisfactorily completed in accordance with the approved plans and specifications. Additional, necessary plumbing upgrades, painting work, and minor floor plan modifications to the locker room were facilitated through change orders totalling \$11,963.24. The Project was completed under budget, including the change order costs.

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

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

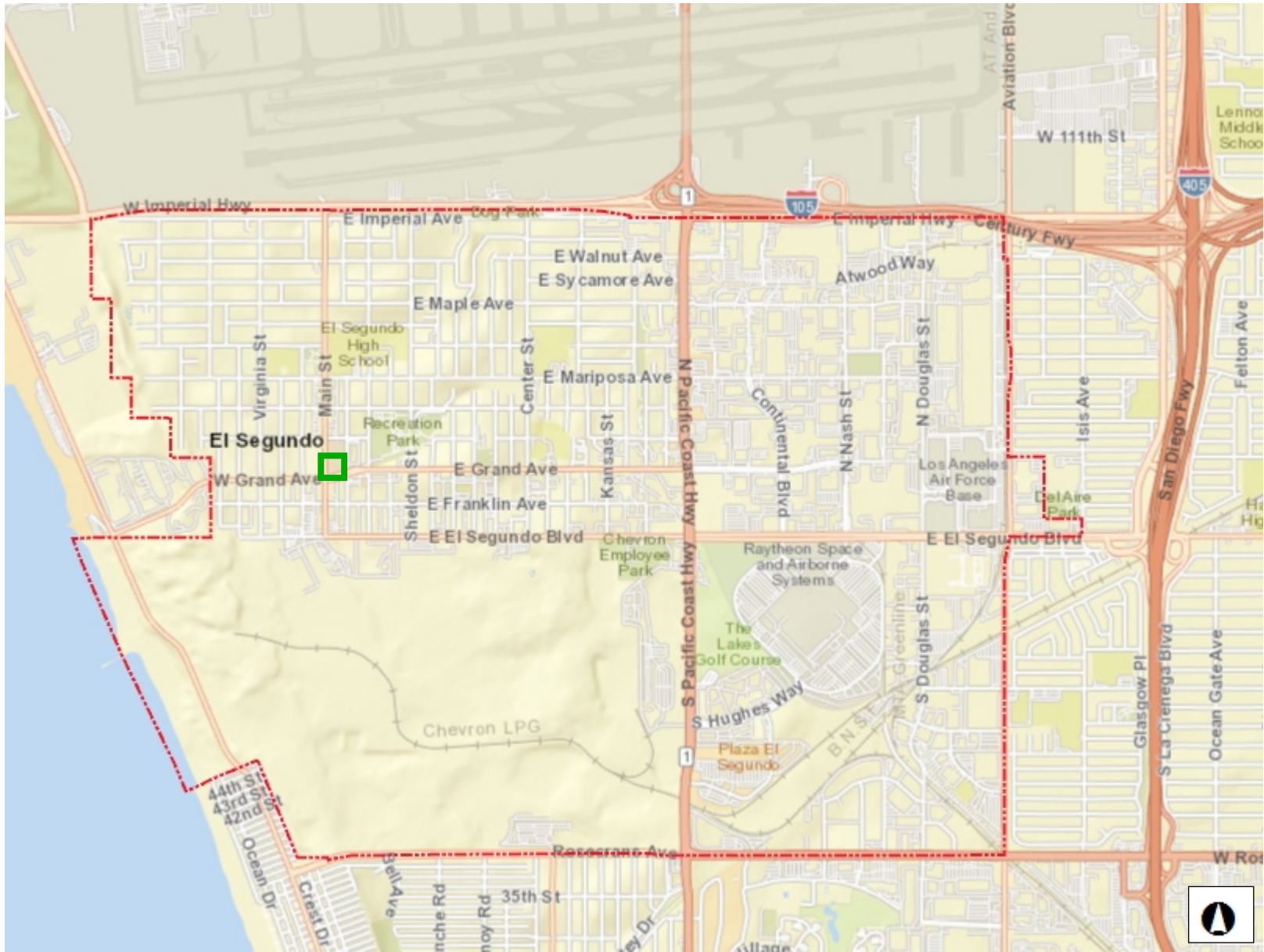
Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Notice of Completion



PW 22-02 Police Department Women's Bathroom Remodel Project Vicinity Map



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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.



PW 22-02 Police Department Women's Bathroom Remodel Project Location Map



376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City Hall
350 Main Street
El Segundo, CA 90245**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Police Department Women's Bathroom Remodel Project

Project No.: PW 22-02 Contract No. 6245

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on June 7, 2022. The work done was: bathroom remodel
6. On August 16, 2022, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Corral Construction & Development, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Police Department Women's Bathroom Remodel Project
9. The street address of said property is: 348 Main Street, El Segundo, CA, 90245

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2022 at El Segundo, California. 90245

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.7

TITLE:

Police Department Rooftop Chiller Unit Replacement Project Agreement

RECOMMENDATION:

1. Authorize the City Manager to execute a standard public works contract with Pardess Air, Inc. in the amount of \$222,000.00 for the Police Department rooftop chiller unit replacement project, Project No. PW 22-09 with an additional \$33,000.00 contingency fund for potential unforeseen conditions and associated work.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022/23 Budget

Amount Budgeted: \$350,000.00

Additional Appropriation: None

Account Number(s): 301-400-8201-8400 (City Wide HVAC)

BACKGROUND:

The City's Police Department facility was built in 1978 and is heated and cooled through a central system. Chilled water from the central cooling system is supplied by an air-cooled chiller. On January 18, 2022, the existing 30 ton chiller unit failed beyond repair. Staff identified a temporary solution via rental of a temporary chiller to supply chilled water for the central cooling system. For the long term, the City Council approved the engineering plans and specifications, prepared by engineering firm JCCA, for the new 30 ton chiller unit installation work. The Council approved these plans and specification and associated bidding on June 7, 2022.

DISCUSSION:

Police Department Rooftop Chiller Unit Replacement Project

August 16, 2022

Page 2 of 3

City staff advertised the project, and the City Clerk received and opened the following five bids on July 12, 2022:

1. Pardess Air, Inc. (Los Angeles, CA)	\$222,000.00
2. AC Pros, Inc. (Tarzana, CA)	\$225,600.00
3. ACCO Engineered Systems (El Segundo, CA)	\$246,500.00
4. FM Thomas Air Conditioning, Inc. (Brea, CA)	\$258,496.00
5. Armond Baghramian (Glendale, CA)	\$338,000.00

Staff checked the references of the apparent low bidder, Pardess Air, Inc. and found their contractor license in good standing and the performance of their work to be satisfactory. Pardess Air, Inc. has successfully completed similar projects for other public agencies.

With the Council's authorization, construction is anticipated to commence in October 2022 and be substantially completed in November 2022.

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

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

Police Department Rooftop Chiller Unit Replacement Project

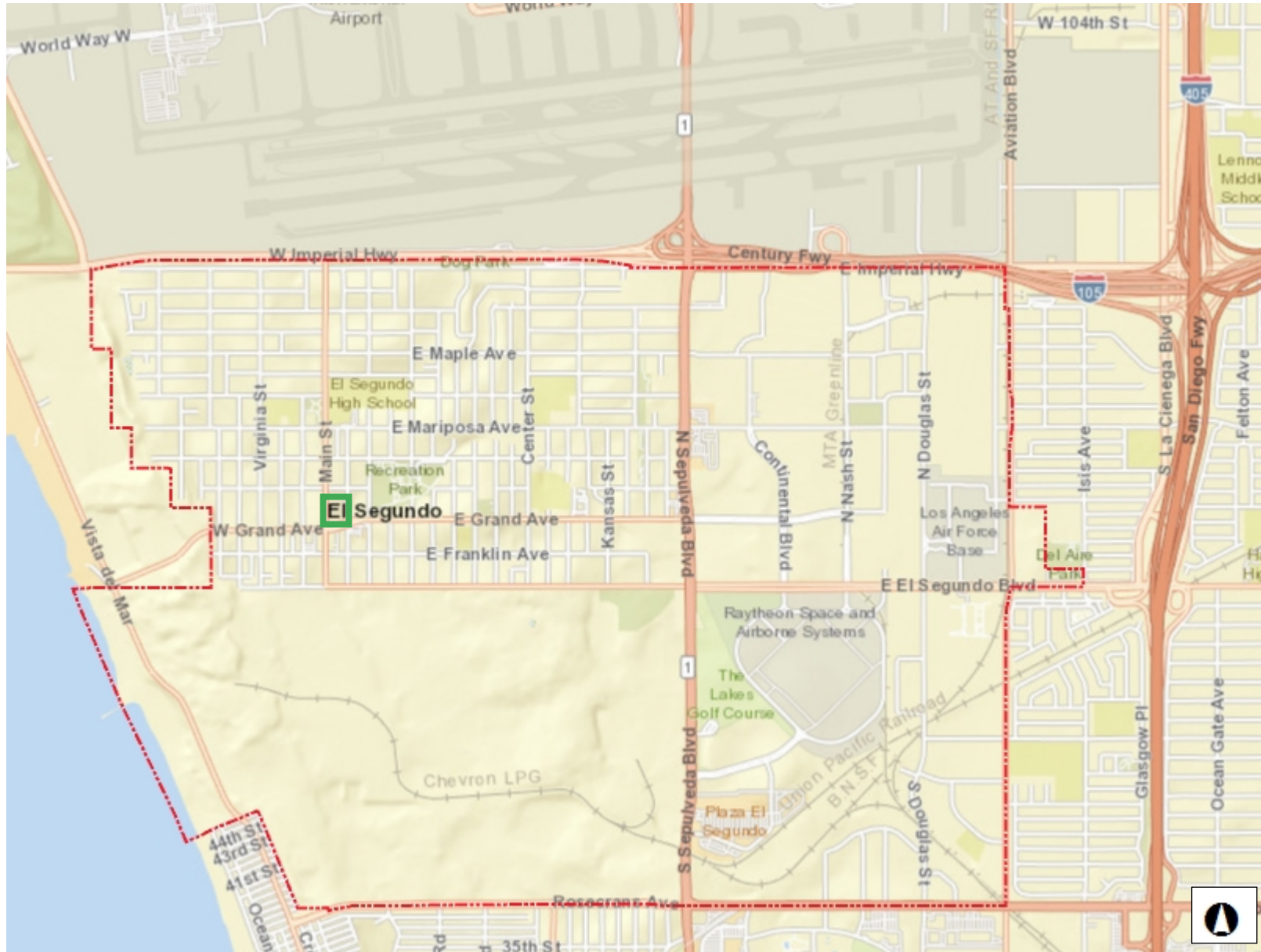
August 16, 2022

Page 3 of 3

1. Vicinity Map
2. Location Map



PW 22-09 Police Department Rooftop Chiller Unit Replacement Project Vicinity Map



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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.



PW 22-09 Police Department Rooftop Chiller Unit Replacement Project Location Map



376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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.



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.8

TITLE:

SB 1205 State Mandated Fire Inspection Compliance Report

RECOMMENDATION:

1. Adopt a resolution acknowledging receipt of the annual state mandated inspection compliance report which reflects that the El Segundo Fire Department has not been able to conduct 100% of inspections of certain structures as required by California Health and Safety Code §§ 13146.2 and 13146.3.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact in the proposed adoption of a resolution to accept this report.

BACKGROUND:

California Health and Safety Code §§ 13146.2 and 13146.3 require the City's Fire Department to perform annual inspections of specified structures for compliance with building standards. In December of 2016, a deadly fire at an Oakland warehouse (known as the "Ghost Ship Fire"), killed 36 people; the highest death toll for a structural fire in the United States in over 10 years. The outcome of the investigations from this tragic incident determined that even though the Office of the State Fire Marshal required annual inspections on various occupancies, the inspection reports were not mandated to be reported to any governing body, which could have established accountability and enforcement in ensuring that structural facilities are in compliance with building safety standards.

Consequently, Senate Bill 1205 (SB 1205) added § 13146.4 to the Health and Safety Code to require the Fire Department to report to the City Council the results of those mandated inspections referenced above. Specifically, public or private schools used by more than six (6) persons (Educational Group E occupancies) and specified structures used for housing, such as hotels, motels, lodging houses, and apartment houses

SB 1205 State Mandated Fire Department Building Inspection Compliance

August 16, 2022

Page 2 of 3

(Residential Group R occupancies), must be inspected for compliance with building standards pursuant to §§ 13146.2 and 13146.3 of the California Health and Safety Code. SB 1205 requires fire departments to report annually to their administering authorities that these mandatory inspections have been conducted by resolution or similar format.

DISCUSSION:

The resolution and its adoption will serve as a formal document to fulfill the annual state law fire inspection reporting requirements. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R.

Educational Group E occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade. Further, Residential Group R occupancies are those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more).

El Segundo Fire Department has an annual inspection program that is designed to meet and exceed the state's annual inspection requirements. In compliance for fiscal year 2021-2022, Group E (Educational Occupancies) had 5 of 20 buildings, structures, and/or facilities that were inspected. In Group R (Residential Occupancies), 244 of 536 occupancies were inspected. Occupancy Group E achieved a compliance rate of 25% and Occupancy Group R achieved a compliance rate of 45%.

The fire department plan to gain compliance includes:

1. Open recruitment for fire prevention specialist position that was frozen.
2. Maintain a part-time fire prevention specialist.
3. Hire a contracted fire inspector.
4. Fire suppression crews conduct inspections.
5. Fire marshal to conduct more inspections.

The fire department projects to gain compliance by 12/31/2022.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

SB 1205 State Mandated Fire Department Building Inspection Compliance
August 16, 2022
Page 3 of 3

PREPARED BY:

Nicole Pesqueira, Fire Marshal

REVIEWED BY:

Deena Lee, Fire Chief

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. SB 1205 Draft Resolution 2022 jv clean

RESOLUTION NO. _____.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA ~~ACKNOWLEDGING RECEIPT OF TO RECEIVE AND FILE~~ A REPORT MADE BY THE FIRE CHIEF OF THE EL SEGUNDO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED ~~TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES~~ PURSUANT TO ~~SECTIONS § 13146.42 AND 13146.3~~ OF THE CALIFORNIA HEALTH AND SAFETY CODE.

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

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

A. WHEREAS, ~~California Health & and Safety Code § Section~~ 13146.4 ~~(future section references will be to the California Health and Safety Code)~~ was added in 2018, and became effective on September 27, 2018.; ~~and,~~

B. WHEREAS, ~~California Health & Safety Code Sections Sections~~ 13146.2 and 13146.3 requires all fire departments, including the El Segundo Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided. ~~and,~~

~~WHEREAS,~~ ~~California Health & Safety Code Section § Section~~ 13146.2 requires all fire departments, including the El Segundo Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with ~~§§ Sections~~ 13146.2 and 13146.3. ~~and,~~

C. WHEREAS,

D. ¶The City Council of the City of El Segundo intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the El Segundo Fire Department's compliance with ~~California Health and §§ Sections~~ 13146.2 and 13146.3.

Receive and File.

~~SECTION 2. NOW, THEREFORE, BE IT RESOLVED by t~~The City Council receives and files the annual El Segundo Fire Department's § 13146.4 compliance report and ~~of the City of El Segundo that said Council expressly~~ acknowledges the measure of compliance of the El Segundo Fire Department with California Health and Safety Code §§Sections 13146.2 and 13146.3 ~~in the area encompassed by the City of El Segundo~~ as follows:

~~A.~~ EDUCATIONAL GROUP E OCCUPANCIES:

- Education~~aa~~ Group E~~_~~occupancies are generally those public and private schools, used by more than six~~_~~persons at any one time for educational purposes through the 12th grade.— Within~~_~~ the City of El Segundo, there lie 20 Group E occupancies, buildings, structures~~_~~ and/or facilities.
- During fiscal year 2021-2022, the El Segundo Fire Department completed the annual inspection of 5 Group E occupancies, buildings, structures~~_~~ and/or facilities.— This is a compliance rate of 25% for this reporting period.
- Additional items of note regarding this compliance rate can be found in the accompanying staff report for this ~~R~~resolution.

~~A.~~

~~B.~~ RESIDENTIAL GROUP R OCCUPANCIES:

- Residential Group R occupancies,~~_~~ for the purposes of this resolution, are generally those occupancies containing~~_~~ sleeping units, and include hotels, motels, apartments (three units or more), etc.~~_~~ as well as other residential occupancies (including residential care facilities).— These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc.— The residents may also be non-ambulatory or bedridden.— Within the City of El Segundo, there lie 536 Group R (and their associated sub-categories) occupancies of this nature.
- During fiscal year 2021-2022, the El Segundo Fire Department completed the annual inspection of 244 Group R occupancies, buildings, structures and/or facilities.— This is a compliance rate of 45% for this reporting period.
- Additional items of note regarding this compliance rate can be found in the accompanying staff report for this ~~resolution~~Resolution.

~~B.~~

~~SECTION 1.~~

SECTION 3. Environmental Review. This Resolution itself and the actions anticipated herein were reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”). Based upon that review, this action is exempt from further review pursuant to CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the receipt and filing of the report contemplated in this Resolution may have a significant effect on the environment.

SECTION 4. Reporting. Every 30 days following adoption of this Resolution, the City Council will reconsider the extension of the teleconferencing method of public meetings in accordance with Government Code § 54953(e)(3). Such determinations may be placed on the consent calendar.

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 adoption and will remain effective unless repealed or superseded.

SECTION 8. City Clerk Actions. 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 AND ADOPTED this _____ day of _____, 2022.

Drew Boyles, Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the

foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the _____ day of _____, 2022, and the same was so passed and adopted by the following roll call vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Deputy City Attorney

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

CITY OF EL SEGUNDO)

I, ~~Tracy Weaver, City Clerk of the City of El Segundo,~~ certify that the foregoing resolution was adopted by the City Council for the City, at a regular meeting held on the 16th day of August, 2022.

AYES _____:

NOES _____:

ABSENT _____:

ABSTAIN _____:

Approval: _____, 2022

Approval/No Return: _____, 2022

Veto: _____, 2022

City Council Override _____, 2022

~~City Clerk~~

~~BY: _____~~

~~Tracy Weaver~~

~~APPROVED AS TO FORM:~~

~~City Attorney's Office~~

~~BY: _____~~

~~Mark D. Hensley~~

~~Attorney~~



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.9

TITLE:

Resolution Allowing Continued Teleconferenced Public Meetings

RECOMMENDATION:

1. Approve the proposed resolution to continue the City's utilization of relaxed teleconferencing requirements under the Brown Act; and
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The proposed action would have no significant fiscal impact on the General Fund.

BACKGROUND:

Assembly Bill No. 361 ("AB 361") amended certain provisions of the Ralph M. Brown Act governing open meetings to allow teleconferencing, including internet-based video conferencing, in a manner similar to previously-issued gubernatorial executive orders. AB 361 allows a legislative body to continue utilizing teleconferencing to conduct public meetings under certain circumstances, provided it makes certain findings outlined in Government Code § 54953(e). Government Code § 54953(f) allows the municipal, but not state, legislative bodies to continue such teleconferencing until the earlier of the lifting of the Governor's state of emergency declaration or December 31, 2023, so long as certain findings are made every 30 days.

DISCUSSION:

Since the Governor's state of emergency is still effective and the County of Los Angeles continues to strongly recommend certain masking and social distancing measures, the necessary findings can be made for the City Council to adopt the proposed Resolution allowing the continued use of "hybrid" teleconferenced meetings pursuant to Government Code §§ 54953(e) and 54953(f) for a period of 30 days from the date of

Continued Teleconferencing Resolution
August 16, 2022
Page 2 of 2

adoption of the propsoed Resolution.

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:

Tracy Weaver, City Clerk

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. ES- Reso AB 361 Extension 08162022

RESOLUTION NO. _____ -

A RESOLUTION OF THE CITY COUNCIL OF CITY OF EL SEGUNDO FINDING THAT CERTAIN CONDITIONS EXIST TO CONTINUE CONDUCTING PUBLIC MEETINGS VIA TELECONFERENCING PURUSANT TO GOVERNMENT CODE SECTION §§ 54953(e) AND 54953(f).

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

SECTION 1. *Findings.* The City Council finds and declares as follows:

- A. On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California due to the threat of the COVID-19 pandemic and such State of Emergency has not been rescinded by either the Governor or the California Legislature.
- B. This gubernatorial proclamation, among other things, suspended local government emergency declaration, reporting, and extension requirements of Government Code § 8630 for the duration of the COVID-19 pandemic.
- C. Effective September 16, 2021, Assembly Bill No. 361 (“AB 361”) took effect which, among other things, amends certain provisions of the Ralph M. Brown Act (“Brown Act”) governing open meetings to allow teleconferencing, including internet-based video conferencing, in a manner similar to previously issued gubernatorial executive orders.
- D. During a proclaimed state of emergency, AB 361 allows a legislative body, like the City Council, to continue utilizing teleconferencing to conduct public meetings under certain circumstances, provided the legislative body makes certain findings.
- E. The City Council has previously adopted and made findings to continue meeting via teleconferencing pursuant to AB 361 and seeks to make additional findings under Government Code § 54953(e) to continue such teleconferencing use.
- F. The Los Angeles County Department of Public Health issued an order, effective April 22, 2022, maintaining its position that masks are “strongly recommended” in indoor settings to prevent transmission of COVID-19.
- G. Following weeks of high case numbers fueled by highly infectious strains of COVID-19, BA.4 and BA.5, in a July 12, 2022 press release, the Los Angeles County Department of Public Health has

recommended “wearing high-quality respirator masks and getting tested” to slow the spread of COVID 19,

SECTION 2. *Teleconferencing; Ratification.*

A. Pursuant to Government Code § 54953(e), the City Council has reconsidered the circumstances of the state of emergency finds as follows:

1. California continues to be in a declared state of emergency pursuant to Government Code § 8625 (the California Emergency Services Act; see Government Code § 54953(e)(3); see also Governor’s Proclamation dated March 4, 2020); and
2. Based upon the most recent Order of the Health Officer for County of Los Angeles Department of Public Health (dated April 21, 2022 and effective April 22, 2022) and recent public Los Angeles County Department of Public Health releases, masks are strongly recommended to curb the spread of COVID-19 (Government Code § 54953(e)(3)(B)(ii)).

B. Accordingly, to protect public health and safety the City Council:

1. Finds that it is in the public interest to conduct City Council meetings via teleconference as defined by Government Code § 54953;
2. Authorizes City Council members to appear at regular and special meetings in person; and
3. Authorizes public officials, designated by the City Manager, or designee, to attend such City Council meetings if presenting matters to the legislative body or if the official’s presence at the meeting is otherwise deemed necessary by the City Manager or designee.

C. The City Council will adhere to all requirements of Government Code § 54953 governing teleconferencing during the emergency including, without limitation, posting agendas; allowing for real-time public comment via either call-in or internet-based; allowing for written communications that will be either read or summarized into the record during the meeting as determined by the City Council; and protecting the statutory and constitutional rights of all persons appearing before the legislative body.

SECTION 3. *Environmental Review.* This Resolution itself and the actions anticipated herein were reviewed pursuant to the California Environmental Quality

Act (Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”). Based upon that review, this action is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.

SECTION 4. Reporting. Every 30 days following adoption of this Resolution, the City Council will reconsider the extension of the teleconferencing method of public meetings in accordance with Government Code § 54953(e)(3). Such determinations may be placed on the consent calendar.

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 adoption and will remain effective unless repealed or superseded.

SECTION 8. City Clerk Actions. 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 AND ADOPTED this ___ day of _____, 2022.

Drew Boyles, Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the _____ day of _____, 2022, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Deputy City Attorney



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.10

TITLE:

Professional Services Agreement (Reimbursable) with Eyestone-Jones Environmental, LLC, to Prepare the Required Environmental Documents for 888 N. Douglass Street Specific Plan Project

RECOMMENDATION:

1. Approve a reimbursable Professional Service Agreement (“PSA”) with Eyestone-Jones Environmental, LLC, not to exceed \$456,190 for CEQA analysis and preparation of an EIR, and authorize the City Manager to sign the agreement in a form approved by the City Attorney.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The project proponent for the 888 N Douglass Specific Plan project has entered into a reimbursement agreement with the City, whereby all City costs for processing the project applications, including environmental review services provided by Eyestone-Jones Environmental, LLC, are reimbursed by the project applicant. Therefore, the PSA will have no fiscal impact on the City's General Fund.

BACKGROUND:

Although the City's purchasing policy does not require a competitive process for the selection of consultants funding through a reimbursable agreement, staff solicited proposals in May and June 2022 for qualified consultants to serve as the City's environmental consultant for the subject project. Two qualified consulting firms responded. After reviewing their qualifications and past experiences with similar projects, and overall cost of services, staff selected Eyestone-Jones as the best qualified firm to prepare the environmental documentation for the proposed project.

DISCUSSION:

Eyestone-Jones PSA

August 16, 2022

Page 2 of 2

Eyestone-Jones proposes to complete the environmental review process for a proposed Specific Plan at 888 N. Douglass Street, to include approximately 500,000 square feet of commercial space in addition to the existing buildout at the subject property, to total roughly one million square feet of commercial space. Through the preparation of an Environmental Impact Report (EIR), with the City of El Segundo serving as the Lead Agency. Eyestone-Jones will prepare the initial study, circulate the Notice of Preparation, draft the EIR, revise the EIR based on City feedback and prepare for circulation and public review, respond to public comments, complete the California Environmental Quality Act mandatory findings of significance, attend public meetings, and file the Notice of Completion.

Staff requests City Council approval of the reimbursable Professional Services Agreement with Eyestone-Jones Environmental, LLC, so that the analysis for the proposed 888 N Douglass Specific Plan may commence shortly.

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:

Eduardo Schonborn, AICP, Planning Manager

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Professional Services Agreement with Eyestone
2. Eyestone Proposal to Prepare Environmental Documentation

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
(ENVIRONMENTAL CONSULTING)
BETWEEN
THE CITY OF EL SEGUNDO AND
EYESTONE-JONES ENVIRONMENTAL, LLC

This **AGREEMENT** is entered into as of August ____, 2022, by and between the CITY OF EL SEGUNDO, a municipal corporation organized under the laws of the state of California (“CITY”) and Eyestone-Jones Environmental, LLC, a California limited liability company, DBA Eyestone Environmental (“CONSULTANT”). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in Section 2, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$456,190.00 for CONSULTANT’s services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit “A” (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022) which is incorporated by reference. CONSULTANT acknowledges that it will be paid with funds received by the CITY from the Developer and/or Applicant associated with Planning application No. EA-1320 for which CONSULTANT performs services.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit “A” (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022), which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide

the professional services required of CONSULTANT by this Agreement.

3. **PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have 15 days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date. If the CITY agrees with all of the information listed in the invoice, CITY will then pay CONSULTANT within net 45 days from receipt of the invoice from the Developer / Applicant account created for the project. CITY agrees that a Notice to Proceed shall not be issued to CONSULTANT until an adequate amount to cover the costs set out in Exhibit "A" have been deposited by the Developer/Applicant with CITY. In the event that the Developer / Applicant account does not have sufficient funds for payment of CONSULTANT's services, CITY will notify CONSULTANT immediately upon knowledge of the lack of funds in writing to suspend any work under this Agreement until the account is replenished by the Developer / Applicant. The CITY is not responsible to pay for any of CONSULTANT's services performed after the date of such written notice, unless and until the Developer / Applicant account is replenished with sufficient funds. This Agreement will cover only those costs incurred for this project and for which Developer / Applicant funds are available. CONSULTANT shall not be obligated to perform any services until and unless the Developer / Applicant has deposited sufficient funds to cover the services with CITY.

5. **POLITICAL REFORM ACT.** CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project for which the Initial Study, as specified in the scope of services, is being prepared. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding \$500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Code of Regulations, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the professional services contemplated herein or in any way attempting to use its official position to influence the governmental decisions underlying the subject environmental clearances.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. Although CITY has a duty to the public to independently review any environmental document, including, without limitation a negative declaration or draft EIR, prepared by CONSULTANT, that duty to the public, or the breach thereof, will not relieve CONSULTANT of its duties under this Section or any representation provided by CONSULTANT in this Agreement.

7. KEY PERSONNEL.

- A. CONSULTANT's key personnel assigned to perform work under this Agreement and their level of responsibility are as specified in the attached Exhibit "A" (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022) which is incorporated by reference.
- B. In the event CITY objects to the continued involvement with this Agreement by any of the persons listed in this Section, CONSULTANT agrees that it will replace such persons with individuals that are agreed to by CITY.

8. KEY PERSONNEL.

- A. CONSULTANT's key personnel assigned to perform work under this Agreement and their level of responsibility are contained in the attached Exhibit "A" (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022) which is incorporated by reference
- B. In the event CITY objects to the continued involvement with this Agreement by any of the persons listed in this Section, or any other person selected by CONSULTANT to perform services under this AGREEMENT, CONSULTANT agrees that it will replace such persons with individuals that are agreed to by CITY.

9. **TERM.** The term of this Agreement will start on the Effective Date and end on June 30, 2024. If the term of this Agreement is extended beyond June 30, 2024, CONSULTANT reserves the right to negotiate the hourly rates outlined in the attached Exhibit "A" (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022) which is incorporated by reference. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A"
- B. Termination as stated in Section 17.

10. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 24 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

11. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

12. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Exhibit "A" (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022)

13. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized

in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

14. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

15. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

17. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least 30 days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

18. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

19. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

20. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
 - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel

satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

iii. *Exclusion for CEQA Actions.* Notwithstanding the foregoing, CONSULTANT need not indemnify, defend, or hold CITY harmless in CEQA actions initiated pursuant to Public Resources Code §§ 21167 and 21168 where CONSULTANT's work may form the basis of a lawsuit. However, should CONSULTANT's work, as contemplated by this Agreement, contain errors or omissions that results in an adverse ruling against CITY, CONSULTANT agrees to indemnify and hold CITY harmless to the extent provided for in Sections 18(A)(i) and 20(A)(i).

- B. For purposes of this section "CITY" includes CITY's officers, officials and employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 24, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

21. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

22. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

23. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents,

proceedings and activities. CONSULTANT will retain such financial and program service records for at least three years after termination or final payment under this Agreement.

24. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as

may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 17.

25. USE OF CONSULTANT. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

26. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

27. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Stephanie Eyestone-Jones
Eyestone Environmental
2121 Rosecrans Ave, Suite 3355
El Segundo, CA 90245
424-207-5333
s.eyestone@eyestoneeir.com

If to CITY:

Attention: Eduardo Schonborn
El Segundo Community Development Dept.
350 Main Street
El Segundo, CA 90245
310-524-2312
eschonborn@elsegundo.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

28. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

29. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide

employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

30. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

31. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

32. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

33. ENTIRE AGREEMENT. This Agreement, and its Exhibits and Attachments contained in Exhibit "A" (Proposal to Provide Environmental Consulting Services in Support of the 888 North Douglas Street Project in the City of El Segundo, dated June 3, 2022), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

34. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

35. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

36. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

37. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or

facsimile signature will be treated in all respects as having the same effect as an original signature.

38. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, debris flow, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

CITY OF EL SEGUNDO

Eyestone Environmental, LLC.

Darrell George,
City Manager

Stephanie Eyestone-Jones
President

ATTEST:

Taxpayer ID No. 26-3906158

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Deputy City Attorney



June 3, 2022

Eduardo Schonborn
Planning Manager
Development Services Department
City of El Segundo
350 Main Street
El Segundo, CA 90245

**Re: Proposal to Provide Environmental Consulting Services in Support of the
888 North Douglas Street Project in the City of El Segundo**

Dear Mr. Schonborn:

Eyestone Environmental, LLC (Eyestone) appreciates the opportunity to submit this proposal to provide environmental consulting services in support of the proposed Specific Plan that is intended to provide for redevelopment of the Project Site located at 888 North Douglas Street (hereinafter referred to as the Project) in the City of El Segundo (City). This proposal includes a brief overview of Eyestone, a summary of our understanding of the Project, our proposed approach and scope of work to complete the environmental review process as set forth by the California Environmental Quality Act (CEQA), an overview of anticipated technical reports, a description of our team and relevant experience, references, our approach to controlling costs and schedule, and estimated fees and direct costs.

Overview of Eyestone Environmental

Eyestone is an environmental consulting firm that specializes in the preparation of CEQA documentation. Eyestone has a staff of 17 led by Stephanie Eyestone-Jones, a recognized leader in the environmental consulting field with more than 30 years of environmental consulting experience in preparing legally sound CEQA and National Environmental Policy Act (NEPA) documentation for many of the highest-profile projects in southern California and throughout the City. Eyestone was formed with the specific intent of providing a service-oriented environmental firm with projects led by experienced senior managers who have the unsurpassed ability to efficiently create strategic and solution-oriented environmental documents. Our management accomplishments include the successful completion of environmental documents for clients such as Anschutz Entertainment Group, LACMA, The Walt Disney Company, Westfield LLC,



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Paramount Pictures, and the University of Southern California. Our recent work includes the preparation of environmental documentation for large-scale and high profile projects such as Westfield Promenade, the USC Development Plan, Century Plaza, Westfield Century City, Sunset Bronson Studios, Sunset Gower Studios, The Paramount Pictures Master Plan, Crossroads Hollywood, Columbia Square, the NBCUniversal Evolution Plan, District NoHo, the Los Angeles Football Club, 1111 Sunset, LACMA, Angels Landing and numerous mixed-use projects throughout Los Angeles County. Within the local area, Eyestone also completed the CEQA documentation for the Manhattan Village Shopping Center in the City of Manhattan Beach. Eyestone also has experience in preparing environmental documentation within numerous other jurisdictions in the County including the Long Beach, Pasadena, Glendale, West Hollywood, Carson, and numerous unincorporated areas in the County. Eyestone also has a substantial amount of experience in preparing EIRs for Projects that will be implemented via a specific plan. In addition, attesting to our CEQA expertise and experience, Eyestone is currently working with the Department of City Planning of the City of Los Angeles to complete and Updated CEQA Guide to be used by City staff and environmental consultants in the preparation of CEQA documents throughout the City of Los Angeles. Eyestone is also extremely familiar with the Project Site and vicinity given its primary office location within the City of El Segundo.

Understanding of the Project

The Applicant, HC Hornet Way, LLC; HC Hornet Way Parking, LLC, proposes the redevelopment of an approximately 25.53-acre Project site, located at 888 North Douglas Street (Project Site) in the City of El Segundo. The Project Site is located within the MU-N (Mixed Use-North) zone. The Project Site is generally bounded by the LA METRO C (formerly Green) Line and K (formerly Crenshaw) Line that is currently under construction to the north; industrial development to the south; Douglas Street to the west; and approximately Aviation Boulevard (a vacant strip of land separates the Project Site from Aviation Boulevard) and the terminus of 118th Street to the east.

Historically, the Project Site primarily included industrial uses. Currently, the Project Site includes a mix of modern research and development and office uses, anchored by large tenants (e.g., Beyond Meat and L'Oréal) in modernized structures that were formerly used by Northrop Grumman. Northrop Grumman also continues to operate in three existing buildings. The existing uses occupy approximately 549,975 square feet of floor area in four buildings.



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The Applicant proposes a Specific Plan that will provide for approximately 1,668,313 square feet of floor area comprised of a wide range of uses, including research and development, media, data processing, creative office, and retail uses, as well as expansive outdoor open spaces. When accounting for the demolition of approximately 186,612 square feet of uses to be removed and approximately 336,363 square feet of uses to remain, the Project would include a net increase of 1,118,338 square feet of floor area. As part of the Specific Plan, a range of building heights and floor configurations would be provided for, with height limits of 235 feet along the western portion of the Project Site, and 175 feet within the remainder of the Project Site. Parking would be provided within a mix of above, below, and at-grade parking facilities.

Approach

Our primary goal at Eyestone is the preparation of thorough and technically sound CEQA documentation on time and within budget. To implement this goal, our work commences with a thorough understanding of the objectives of the Project and City and stakeholder concerns. This is followed by the development of a detailed scope of work, a schedule organized by task and a data needs/task list that includes responsible parties and due dates that align with the schedule. Weekly or bi-weekly meetings are then conducted wherein the data needs/task list is reviewed to maintain progress and provide ongoing project updates. In addition, Eyestone routinely reviews the technical scopes of any subconsultants and subsequently reviews the draft technical reports for accuracy, content, and consistency.

Eyestone's internal approach to completing environmental documentation is to work in teams wherein each project is assigned a senior project manager that will lead a team of planners and technical experts in the preparation of all documentation as outlined in the scope of work. The senior project manager will also review all deliverables to ensure accuracy and consistency across the various components of the environmental document. In addition to review by a senior project manager, Eyestone's quality control process includes a review by our Publications department to ensure all documents meet all standards specified by the lead agency. In addition, Stephanie Eyestone-Jones maintains a hands-on approach during all phases of the project to opine on strategy and ensure the technical accuracy and thoroughness of our documents.



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Scope of Work

Eyestone will complete the environmental review process through the preparation of an EIR, with the City of El Segundo acting as the Lead Agency. The table below lists the tasks required for the timely completion of the EIR process and is followed by a description of each of these tasks.

Task	Task Description
1	Project Initiation
2	Preparation of Initial Study/Preparation and Circulation of NOP
3	Preparation of Screencheck Draft EIR for City Review/Revisions
4	City Revisions/Preparation and Distribution of Draft EIR for Public Review
5	Preparation of Screencheck Final EIR for City Review/Revisions
6	CEQA Findings
7	Project Management and Meetings with City
8	Planning Commission/City Council Meetings
9	Notice of Determination
10	Assistance with Identification of Permits

Task 1: Project Initiation

As part of this first task, Eyestone will meet with the City to kick off the Project and discuss data needs (including necessary technical reports), specific issues of concern, and the Project schedule. In addition, the City will provide copies of the technical reports and Project plans to be reviewed by Eyestone. Eyestone will review these technical reports and plans and provide comments to the City.

As part of this task, Eyestone would also visit the internal portions of the site to obtain more details about the existing setting of the Project Site. In addition, Eyestone will prepare a data needs memorandum listing specific information required to complete the EIR, as well as a detailed schedule for City review.

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Upon receipt of necessary Project information listed in our data needs memorandum, Eyestone will prepare a draft project description. Upon receipt of comments, Eyestone will make necessary revisions. Eyestone assumes that two rounds of comments and subsequent revisions will be made.

Products:

- Data Needs List
- Draft Project Description
- Project Schedule

Task 2: Preparation of Initial Study/Preparation and Circulation of NOP

Once the project description is drafted, Eyestone will begin preparation of the Initial Study that will consist of the Initial Study Checklist, accompanied by specific analyses supporting the checklist determinations, as well as the project description. The Initial Study will identify issues to be analyzed in the EIR and, importantly, substantiate why other issues will not require further study. For each environmental issue addressed in the Initial Study Checklist, it will be determined whether the Project would result in no impact, a less than significant impact, a less than significant impact with mitigation, or a potentially significant impact. Those issues for which a potentially significant impact is identified will be addressed in detail in the EIR.

In preparing the Initial Study, Eyestone will confirm with the City the appropriate plans, policies and thresholds to be used in the analysis. It is assumed that the following topics will be fully addressed in the Initial Study and, therefore, scoped out of the EIR: agricultural and forestry resources, biological resources, paleontological resources, mineral resources, schools, population/housing, parks/recreation, libraries, and solid waste. Note that upon meeting with the City, this list of topics to be scoped out in the EIR may be modified, particularly if technical reports are readily available at the onset that demonstrate that significant impacts in a given environmental topic area would not occur.

With regard to aesthetics, the Project Site appears to be within a Transit Priority Area due to its proximity to the Aviation/LAX Green Line Station. In accordance with Senate Bill 743 “Aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area (TPA) shall not be considered significant impacts on the environment.” The Project is an employment center project. Thus, in

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accordance with SB 743, aesthetic impacts of the Project are determined to be less than significant and do not need to be studied in the EIR.

Once drafted, Eyestone will submit the Initial Study package to the City for review. Following submission to the City, Eyestone will make any necessary changes to the Initial Study package. Eyestone assumes that two rounds of City comments and subsequent revisions will be made.

As part of this task, Eyestone will also prepare a Notice of Preparation (NOP) of a Draft EIR for review by the City. In accordance with CEQA requirements, the NOP will include a brief description of the Project, a list of the probable environmental effects of the Project, and a conceptual site plan. Once the NOP is signed by City staff, Eyestone will distribute the NOP via certified mail to begin the 30-day public comment period. Eyestone will also submit the Initial Study to the State Clearinghouse, County Clerk and City Clerk. Note that based on the size of the Project, the Project qualifies as a “project of statewide, regional or areawide significance.” As such, a scoping meeting will be held during the NOP comment period and notice of the scoping meeting will be included in the NOP. Eyestone will assist in the conduct and coordination of the scoping meeting with the City.

Products:

-
- First Draft of Initial Study for City Review
- Final Initial Study Based on City Comments
- Draft Notice of Preparation
- Final Notice of Preparation

Task 3: Preparation of Screencheck Draft EIR for City Review/Revisions

This task represents the largest element of Eyestone’s effort in completing the environmental review process for the Project. Eyestone will complete a Draft EIR that reflects the scope of issues determined by the Initial Study and additional relevant issues raised within NOP comments.

The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, environmental setting, and impact analyses for each environmental issue to

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be addressed, including mitigation measures and an analysis of cumulative effects. The Draft EIR will also address alternatives, areas of controversy, effects found not to be significant, growth inducement, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted. Eyestone assumes that up to four alternatives, including a No Project Alternative, as required under CEQA, will be addressed in the Draft EIR.

Eyestone will work with the City to create a comprehensive set of project objectives to be provided within the Draft EIR project description and to identify alternatives to the Project. Project objectives play a key role in the CEQA process, as they are the basis for considering or rejecting alternatives to a project. Alternatives to the Project are primary importance in an EIR, as they are required to be included under CEQA as a method to reduce or eliminate the significant impacts of a project and are also carefully reviewed and considered by the public and decision makers.

Drawing on our substantial experience with these types of Projects, Eyestone anticipates addressing the following issues in the EIR:

- Air Quality
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use
- Noise
- Public Services (Police Protection and Fire Protection)
- Transportation
- Tribal Cultural Resources
- Utilities (Wastewater and Water Supply) (Including assistance with Water Supply Assessment)

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Note that several of these topics can be scoped out of the EIR if data or technical analysis is available to demonstrate that impacts associated with the topic would be less than significant.

Product:

- Submittal of First Screencheck Draft EIR for City review

Task 4: City Revisions/Preparation and Distribution of Draft EIR for Public Review

We anticipate that two rounds of City comments will need to be incorporated before sending a proof Draft EIR copy to the City. Upon approval of the proof copy by the City, Eyestone will produce the Draft EIR and prepare a Notice of Completion and a Notice of Availability. We will assist in the distribution of the Draft EIR to the list of agencies and organizations agreed to by the City. That list will include the State Clearinghouse, the County Clerk, responsible agencies, and other persons and organizations as directed by the City. Eyestone will also send copies of the Notice of Availability to all the names on the owners and occupants lists that accompany the radius map, individuals who commented on the NOP, and other individuals and agencies from a list provided by the City. Eyestone will also prepare files for posting the Draft EIR on the City's website.

Products:

- Electronic First Screencheck Draft EIR for City Review
- Second Screencheck Draft EIR for City Review
- Proof Copy of Draft EIR
- Hard and Electronic Copies of Draft EIR for Public Distribution
- Notice of Availability
- Notice of Completion

Task 5: Preparation of Screencheck Final EIR for Review/Revisions

At the close of the public review period for the Draft EIR, Eyestone will coordinate with the City to obtain all public comments. Eyestone will review the comments and meet with the City to discuss issues raised and establish an approach for responding to comments. After consultation with the City regarding the issues raised, Eyestone will prepare a Screencheck Final EIR. The Screencheck Final EIR will include: (1) a summary of the Project and its

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associated impacts; (2) corrections and additions to the Draft EIR; (3) a list of persons, organizations, and public agencies commenting on the Draft EIR; (4) comments submitted regarding the Draft EIR and responses prepared to address those comments; (5) copies of the Draft EIR comment letters; and (6) a Mitigation Monitoring Program.

Eyestone anticipates that the City will review the Screencheck Final EIR twice, followed by a review of a track changes version of the document before signing off on its contents. Once the City approves the Final EIR, Eyestone will assist with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR. Eyestone will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, Eyestone will prepare electronic files for posting of the document to the City's website. Ten (10) days after the Final EIR is sent to commenting agencies, public hearings regarding the Project can commence.

Products:

- Screencheck Final EIR for City Review
- Proof Copy of Final EIR
- Hard Copies of Final EIR for Public Distribution
- Notice of Completion

Task 6: CEQA Findings

In accordance with CEQA requirements, Eyestone will prepare draft CEQA findings for the Project. If significant impacts are found in the EIR, the CEQA findings will also include a Statement of Overriding Considerations.

Products:

- Electronic copies of the draft and final CEQA findings

Task 7: Project Management and Meetings with City

For purposes of this proposal, Eyestone has assumed attendance at monthly meetings through the completion of entitlements for the Project. Coordination with team members, either



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by phone or in person, will also be required for technical input to the EIR and to address questions or comments regarding the EIR.

Task 8: Planning Commission/City Council Meetings

Eyestone will attend four Planning Commission and/or City Council meetings and will be prepared to answer any questions regarding the EIR and CEQA process.

Task 9: Notice of Determination

Eyestone will distribute copies of the Notice of Determination to the State Clearinghouse, County Clerk, and OPR after the EIR has been certified by the City Council.

Task 10: Assistance with Identification of Permits

As part of our efforts Eyestone will assist with the identification of regulatory permits and requirements needed during construction. As part of this task, Eyestone will also be available to attend field reviews and discuss mitigation measures.

Anticipated Technical Reports

Based on the Scope of Work provided above, the following are the environmental topics for which technical studies may be needed for the Project and which Eyestone typically assigns to subconsultants when detailed technical analyses are necessary. Specific subconsultants with which Eyestone has successfully collaborated with in the past are also identified.



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- Archaeological, Paleontological, and Tribal Resources
 - SWCA*
 - Statistical Research, Inc.
 - Dudek
- Arborists
 - Carlberg Associates
- Civil Engineering Services (Water Resources and Utilities)
 - KPFF
 - Fuscoe
- Geotechnical Engineering
 - Geotechnologies, Inc.
 - Golder Associates, Inc.
 - Leighton Consulting, Inc.
- Hazards (Phase I and Phase II)
 - Citadel
 - Partner Engineering and Science, Inc.
 - Murex Environmental, Inc.
- Noise
 - AES*
- Transportation
 - Gibson Transportation Consulting, Inc.*
 - Fehr & Peers
 - Linscott, Law & Greenspan, Engineers

** These subconsultants are included as part of this proposal. Key staff representing these firms are also identified below.*

As previously described, our in-house resources include air quality specialists that focus on the preparation of air quality, energy, and GHG emissions analyses. As such, the technical analyses for these topics would be prepared in-house. In addition, Eystone has enlisted Acoustical Engineering Services to conduct the noise analysis and Gibson Transportation Consulting, Inc. to conduct a peer review of the transportation analysis, including the VMT analysis. SWCA will also provide technical analyses associated with cultural resources and tribal cultural resources. A synopsis of their experience is provided further below.

Eystone Qualifications

Eystone Environmental is an LLC that was formed in 2009 and is led by Stephanie Eystone-Jones, a leader in the CEQA field in Los Angeles. Eystone is a WBE and a SBE. Eystone’s primary office is located within the City of El Segundo at 2121 Rosecrans Avenue.

Our strength at Eystone is the technical proficiency of our highly experienced staff. In addition to secondary education, our staff members have proven track records in their individual



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fields of expertise. Our professionals are considered leaders in the environmental consulting field who are regularly asked to serve on industry panels, speak at public conferences, conduct peer reviews, or provide expert witness testimony. In addition, our staff has often presented at CEQA workshops and regularly provides CEQA training to our clients. Eyestone's professional affiliations include membership with various professional planning organizations, such as the American Planning Association (APA), the Association of Environmental Professionals (AEP), and the Urban Land Institute (ULI). Members of our staff have additional affiliations with various environmental and planning groups, such as the U.S. Green Building Council (USGBC) and the Center for Urban Policy Research—Rutgers University.

Our staff includes highly experienced environmental planners, senior managers, and air quality specialists known for preparing thorough and technically sound environmental documentation for a wide variety of project types and associated environmental documentation. Our staff are highly skilled in writing all sections of environmental documents and in the coordination/management, distribution, and public review requirements set forth by CEQA/NEPA. We place the greatest priority on keeping our staff informed of regulatory developments and CEQA case law on a timely basis through regular staff meetings, discussion forums, reading assignments, and attendance at CEQA workshops. In addition, Eyestone Environmental has experience providing guidance to various jurisdictions regarding significance thresholds and methodologies to be used in preparing environmental documents.

Our in-house resources include air quality services, rooted in the California and Federal Clean Air Acts, enabling us to provide legally sound air quality impact analyses under CEQA and NEPA, Health Risk Assessments (HRAs), stationary source permitting and emissions inventories, and GHG analyses. Further, as the regulatory environment continues to evolve, particularly with regard to GHGs, sustainability, and green building, our credentialed staff is positioned at the forefront of the analytical scene, possessing a deep comprehension of the complex factors affecting air quality and global climate change.

Our experienced in-house support staff offers industry-specific support services coupled with a clear understanding of the expectations, requirements, and time constraints associated with environmental planning, development, and documentation. Our in-house support services include graphics, electronic and printed presentation materials, photographic imaging/scanning, word processing, and document production and distribution services.



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Finally, Eyestone Environmental is strengthened by its effective relationships and successful history with other consulting firms specializing in acoustics, transportation, biological resources, cultural resource management, geology/geotechnical services, infrastructure planning, and other highly specialized and technical fields.

Team Description and Experience

Eyestone Team Structure

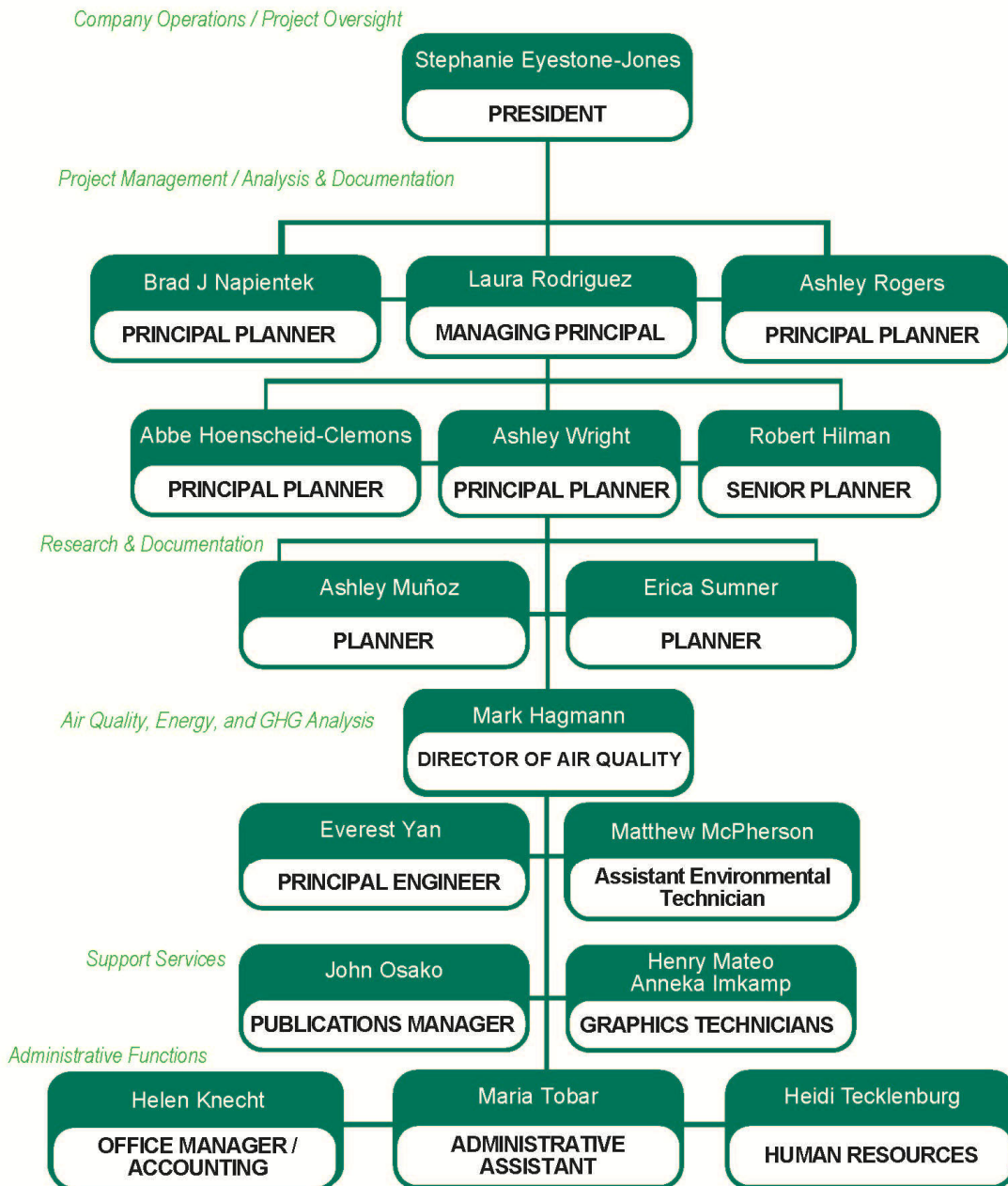
Eyestone Environmental is led by Stephanie Eyestone-Jones, a recognized leader in the environmental consulting field with more than 30 years of environmental consulting experience in preparing legally sound CEQA and NEPA documentation for many of the most high-profile projects in Southern California. As President, Stephanie Eyestone-Jones will serve as the primary contact to coordinate services and will be responsible for negotiating and executing contracts on behalf of Eyestone Environmental.

As illustrated in the following organization chart, Eyestone is comprised of a staff of 17. Our staff includes highly experienced planners, senior managers, and air quality specialists who have extensive experience with each of the issues addressed under CEQA. In addition, our in-house support services include graphics, electronic and printed presentation materials, photographic imaging/scanning, word processing, and document production and distribution services.

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ORGANIZATIONAL CHART





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Subconsultant Team

As indicated above, Eyestone has enlisted two highly reputed technical consultants that provide technical expertise in the fields of noise, transportation and cultural and tribal resources. These subconsultants include Acoustical Engineering Services for noise, Gibson Transportation Consulting, Inc. for transportation (peer review) and SWCA for cultural and tribal resources

Noise—Acoustical Engineering Services (AES)

Acoustical Engineering Services (AES) provides a full range of acoustical consulting services from those related to the entitlement process to design and construction administration. The AES team brings over 45 years of combined experience providing cost-effective/feasible solutions for all types of projects. Prior to establishing AES in 2010, its principals worked in the capacity of discipline leader/director of acoustics division for multi-disciplinary international engineering and environmental consulting firms in California, as well as in overseas offices. AES provides acoustical consulting services in the following areas: Architectural Acoustics, Environmental Acoustics, Mechanical Services Noise and Vibration, and Building Structural Vibration.

Transportation (Peer Review)—Gibson Transportation Consulting

Gibson Transportation Consulting, Inc. (Gibson) was formed in 2009 to provide the highest quality traffic engineering, transportation planning, and parking consulting services to both public and private sector clients. Gibson staff has over 190 years of collective transportation analysis experience, most of which has been gained on projects located in Southern California and across the western United States. Gibson specializes in the preparation of the transportation and parking sections of environmental documents for large and small development projects, general and specific plans, and regional and local transportation projects. Gibson works collaboratively with multi-disciplinary teams to produce clear, logical, and readable technical reports and excels in interaction with the public and with decision-makers to explain the analyses and the mitigation programs contained in those reports. Gibson works on a wide variety of projects that vary in both size and scope, and its primary goal is to effectively serve all of its clients.



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Cultural and Tribal Resources - SWCA

SWCA’s cultural resources specialists are well versed in cultural resources laws and regulations, including the Archaeological Resources Protection Act (ARPA), Native American Graves Protection and Repatriation Act (NAGPRA), American Indian Religious Freedom Act (AIRFA), and various state laws and regulations. Their specialists meet the requirements of the Secretary of the Interior’s Standards and Guidelines and hold numerous federal and state permits that allow SWCA to provide cultural resources services throughout the country. SWCA’s cultural resources specialists have specialized training in all aspects of CRM, including archaeology, historic preservation, architectural history, cultural resources compliance monitoring, and tribal consultation/ethnography — all of which are largely driven by the National Historic Preservation Act (NHPA).

Key Staff for Project

Eyestone’s management team consisting of Stephanie Eyestone-Jones, Brad Napientek, and Laura Rodriguez will lead the project and oversee a broader team of highly skilled planners. As Eyestone’s most experienced principal planners, Laura Rodriguez and Brad Napientek together have over 25 years of combined experience as CEQA practitioners. These project managers are long-term Eyestone employees and are anticipated to be available throughout the life of the contract. Eyestone’s project management team allows for flexibility in staffing based on individual workloads and variations in availability over time. These overlapping management roles also provide a level of redundancy to ensure the highest degree of quality control.

In addition, Mark Hagmann, P.E., and Everest Yan will lead efforts related to air quality, energy, and greenhouse gas emissions. Mark Hagmann is regularly a part of the SCAQMD’s working groups and is a recognized leader with regard to the analysis of air quality, GHG, and health risk.

Eyestone’s key staff will be comprised of the individuals listed below. Also indicated is each staff person’s primary project tasks and availability.

Staff Person	Title	Primary Project Responsibilities	Availability
Stephanie Eyestone-Jones	President	Project direction and strategy; attend meetings; provide technical guidance	10%

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Staff Person	Title	Primary Project Responsibilities	Availability
Laura Rodriguez	Managing Principal	Project management; attend meetings; research; prepare and review environmental documents; coordinate subs	20%
Mark Hagmann	Director of Air Quality	For AQ, GHG, Energy: attend meetings; research; prepare and review related sections	20%
Brad J Napientek	Principal Planner	Project management; attend meetings; research; prepare and review environmental documents; coordinate subs	40%
Ashley Rogers	Principal Planner	Prepare and review environmental documents	30%
Abbe Clemons	Principal Planner	Assist with preparation of environmental documents	10%
Ashley Wright	Principal Planner	Research; assist with preparation of environmental documents	20%
Everest Yan	Principal Engineer	For AQ, GHG, Energy: attend meetings; research; prepare and review related sections	20%
Robert Hilman	Senior Planner	Research; assist with preparation of environmental documents	40%
Erica Sumner	Planner	Research; assist with preparation of environmental documents	30%
Ashley Muñoz	Planner	Research; assist with preparation of environmental documents	20%
Matthew McPherson	Assistant Environmental Technician	For AQ, GHG, Energy: research; prepare related sections	20%
Henry Mateo	Graphics Technician	Prepare graphics	As needed
John Osako	Publications Manager	Establish document styles/templates, formatting of documents, finalize documents for publication	As needed

Provided below is a summary of the relevant experience of Eyestone staff. Detailed résumés are attached.

- **Stephanie Eyestone-Jones, President**, will be responsible for all of Eyestone's efforts. She is an urban planner and a recognized leader in the environmental consulting field with more than 30 years of experience in

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managing and preparing documents in accordance with CEQA and NEPA environmental review processes. Prior to founding Eyestone in 2009, Ms. Eyestone-Jones was the Senior Vice President at PCR Services Corporation (now ESA), where she was employed for nearly 17 years. She has overseen the successful completion of technically sound and legally defensible environmental documents for hundreds of controversial and high-profile projects throughout Southern California. During the past 30 years, Ms. Eyestone-Jones has been responsible for environmental documents for over 50 million square feet of commercial/employment space and over 20,000 residential units. She is specifically known for her ability to successfully certify CEQA documents for projects in litigious circumstances.

Ms. Eyestone-Jones will be available to assist with overall CEQA document strategy and any technical issues that may arise. Stephanie has a hands-on approach with projects at Eyestone.

- **Brad Napientek, Principal Planner**, has more than ten years of experience in the preparation and management of environmental compliance documentation pursuant to CEQA and NEPA. Mr. Napientek has prepared EIRs, Environmental Impact Statements, Initial Studies, MNDs, Mitigation Monitoring and Reporting Programs, Environmental Assessments, and Categorical Exclusions for a variety of project types, including commercial/retail, institutional, agriculture, mixed-use developments, and Caltrans infrastructure projects. He specializes in the analysis of agriculture and forest resources, biological resources, hazards and hazardous materials, public services (fire, police protection, parks, and libraries), and utilities (water supply, wastewater, solid waste, and energy). Mr. Napientek has recently managed EIRs for large-scale projects including the District NoHo Project, high-rise commercial/office and mixed-used projects in Hollywood and Downtown Los Angeles.

Mr. Napientek will be the primary senior manager and will lead the preparation of environmental document, as well as draft and review environmental documents.

- **Laura Rodriguez, Managing Principal**, has more than 15 years of experience in the preparation and management of environmental documentation pursuant to CEQA and NEPA. Ms. Rodriguez has played a key role in the preparation and management of Environmental Impact Reports, Environmental Impact Statements, Initial Studies, Mitigated Negative Declarations, Environmental

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Assessments, and Addenda for a variety of project types, including transportation, renewable energy, medical, commercial/retail, sports/entertainment, institutional, and mixed-use developments. Her primary responsibilities include the management of and coordination with clients, subconsultants, and agency staff; writing and reviewing environmental documents; technical research; task, budget, document, and schedule management; and managing the production and distribution of environmental documents.

Ms. Rodriguez will be available to assist with project management and draft and review environmental documents.

- **Mark Hagmann, P.E., Director of Air Quality**, has over 25 years of technical and supervisory experience related to the preparation of air quality technical studies for toxic air contaminants, criteria pollutants, and greenhouse gases (GHG). He has extensive knowledge of the CEQA and NEPA regulatory process and the rules and regulations established by the South Coast Air Quality Management District. Mr. Hagmann has prepared Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various state and federal environmental regulations, including NEPA and CEQA, RMPP, Cal ARP, AB2588, and Proposition 65. He has also conducted GHG analyses consistent with State, regional and local guidance. Mr. Hagmann has extensive expertise with all applicable modeling tools including CalEEMod, EMFAC, AERMOD, HARP, Cal3QHC, CALINE4, and EDMS. He was also selected by the SCAQMD to provide CEQA-Air Quality Specialist consulting services related to SCAQMD dispersion modeling, HRAs, and GHG analyses and GHG mitigation and monitoring plans. Mr. Hagmann also currently leads the preparation of GHG analyses in support of ELDP applications.

Mr. Hagmann will be available to assist with overall strategy related to the preparation of air quality, energy, and greenhouse gas emissions analyses.

- **Everest Yan, EIT, Principal Engineer**, has over 17 years of technical and supervisory experience related to the preparation of air quality technical studies for toxic air contaminants, criteria pollutants, and GHG. He has extensive knowledge of the CEQA and NEPA regulatory processes and the rules and regulations established by the South Coast Air Quality Management District.

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Mr. Yan has prepared Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various State and federal environmental regulations, including NEPA and CEQA, AB2588, and EPA Superfund cleanup sites. He has also conducted GHG analyses consistent with State, regional and local guidance. Mr. Yan has extensive expertise with all applicable modeling tools including CalEEMod, EMFAC, AERMOD, HARP, LeadSpread, EMSOFT, ProUCL and Cal3QHC/CALINE4. In addition, Mr. Yan has performed a number of HRAs for the Department of Toxic Substances Control related to cleanup of Superfund sites, including the Exide Technologies Residential Cleanup and the Santa Susana Field Laboratory. He also has experience in air quality mitigation monitoring projects related to CEQA, such as the Beverly Hilton/One Beverly Hills and Metro Purple Line Construction. Mr. Yan was also previously selected by the SCAQMD to perform on-call services assisting staff with review of AB 2588 Toxic Hot Spots Program reports. Tasks under this on-call contract included review of toxic air emissions inventories and health risk assessments as a third party reviewer. He also performed services for local government agencies such as City of Beverly Hills, City of Temecula. Services included ambient real-time air quality monitoring, health impact assessments (HIA) and vibration monitoring.

Mr. Yan will be available to manage the preparation of air quality, energy, and GHG emissions analyses.

- **Ashley Rogers, Principal Planner**, has 23 years of experience in project management, environmental impact analysis, and land use planning. She has prepared and managed environmental documentation pursuant to CEQA and NEPA for a variety of project types, including large-scale residential, commercial/retail, academic/institutional, sports/entertainment, and mixed use projects, including high-rise development and new subdivisions, throughout Southern California. With extensive experience in preparing analyses for all environmental topics covered under CEQA and NEPA, Ms. Rogers specializes in the analysis of land use and aesthetics/views. She has been responsible for project management including strategic planning, scheduling, and budget establishment/management; coordination with clients, subconsultants, and agency staff; environmental document preparation, coordination, and review; database development; technical research; and photographic documentation. Known for exacting standards and excellent communication skills, Ms. Rogers

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has successfully completed technically sound and legally defensible environmental documents for high-profile clients such as The Walt Disney Company, Five Point Holdings LLC (The Newhall Land and Farming Company), Westfield LLC, Paramount Pictures Corporation, AEG, Lytle Development Company, University of Southern California, The J. Paul Getty Trust, and Boeing Realty Corporation.

Ms. Rogers will be available to draft and review environmental documents.

- **Robert Hilman, Senior Planner**, has 25 years of experience in the preparation of environmental documentation in compliance with CEQA and NEPA. He has prepared Environmental Impact Reports, Environmental Impact Statements, Initial Studies, Mitigated Negative Declarations, Mitigation Monitoring and Reporting Programs, Environmental Assessments, and Categorical Exclusions for a variety of project types, including large mixed-use, residential, commercial/retail, and institutional projects, as well as for General Plans and Specific Plans. His responsibilities include coordination with subconsultants and agency staff, environmental document preparation and coordination, analytical research, document/task management, fulfilling public noticing requirements, and production and distribution. Mr. Hilman specializes in the analysis of large, high-profile, mixed-use development projects and is well versed in all CEQA environmental issues.

Mr. Hilman will be available to assist with the preparation of environmental documents.

- **Erica Sumner, Planner**, has two years of experience in environmental planning with a wide range of experience in coordinating teams and providing planning services for urban and transportation projects. Prior to joining Eystone Environmental in May 2020, Ms. Sumner worked at Caltrans where she managed the environmental compliance process for projects at various stages of delivery, prepared environmental documentation for NEPA and CEQA compliance, and coordinated state and federal permitting for transportation improvement projects. At Eystone, Ms. Sumner is involved in the preparation of environmental documentation for various commercial and residential projects, pursuant to CEQA. Her responsibilities include the preparation of environmental documentation, such as Sustainable Community Project Exemptions, Initial Studies, CEQA Findings, Environmental Impact

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Report Addendums, and analysis related to aesthetics for Environmental Impact Reports.

Ms. Sumner will be available to assist with the preparation of environmental documents.

- **Ashley Muñoz, Planner**, has a background in environmental studies and knowledge of issues related to climate change, environmental policy, city planning, and sustainability. Prior to joining Eyestone Environmental in 2018, As a planner at Eyestone, Ms. Muñoz is involved in the preparation of environmental documents for commercial, residential, and mixed-use projects, pursuant to CEQA. Her responsibilities include reviewing regulatory reports, conducting research, and summarizing documents to assist in drafting EIRs, Initial Studies, and MNDs. Ms. Muñoz specializes in the analysis of public services (libraries, police protection, parks and recreation, and schools), utilities (solid waste, water supply, and wastewater), and population and housing.

Ms. Muñoz will be available to assist with the preparation of environmental documents.

- **Matthew McPherson, Assistant Environmental Technician**, is a recent graduate of LMU and is currently primarily assisting with our air quality, energy, and GHG analyses. Mr. McPherson will assist with the preparation of the air quality, energy, and GHG emissions analyses and other portions of the environmental document as needed.

As discussed above, in recognition of our underlying strategy that project teams be formed to best respond to the characteristics and nuances of individual assignments, Eyestone has identified AES to assist with noise, SWCA to provide technical documentation for cultural and tribal cultural resources (including assistance with AB 52 consultation) and Gibson to conduct a peer review of the transportation analysis. The principal of each of these firms leading their respective services is identified along with their contact information.



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Noise—Acoustical Engineering Services (AES)

- **Sean Bui, P.E., Principal**, would serve as the Project Manager for the noise analysis. Mr. Bui has 21 years of experience in the field of noise and vibration with emphasis on building services noise and vibration control, building structural vibration, environmental noise studies, and transportation noise analysis. He has collaborated with architects and engineers on the design of a wide variety of buildings, including performing arts center, high-end luxury residential, healthcare facilities, museums, libraries, and educational facilities.

Sean Bui, P.E., Principal
Acoustical Engineering Services
22801 Crespi Street
Woodland Hills, California 91364
Tel: (310) 295-7750
sean.bui@aesacoustics.com

Cultural and Tribal Resources – SWCA

- **Chris Millington, M.A., RPA, Senior Archaeologist** - The tribal and cultural resources analyses will be led by Chris Millington. Mr. Millington is a senior archaeologist and project manager in SWCA's Pasadena, California, office with 18 years of experience in cultural resource management. His responsibilities include project management, agency coordination, directing fieldwork, authoring cultural resources reports, research, managing and analyzing spatial data, map production, and graphics. Having contributed to over 300 compliance-driven projects with SWCA in eight states across the western United States, Mr. Millington has developed expertise in CEQA support, particularly for development projects in urban and suburban settings. During the last 12 years, Mr. Millington has focused on projects and research predominantly within his native southern California, including both rural and built environment settings. He is versed in federal, state, and agency-specific cultural resource management laws and has particular expertise in the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA).

Chris Millington
Senior Archaeologist



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SWCA Environmental Consultants
Tel: (626) 489-3673
cmillington@swca.com

Transportation (Peer Review) —Gibson Transportation Consulting

- **Sarah M. Drobis, Principal**, would serve as the Project Manager for the transportation analysis. Ms. Drobis has over 20 years of experience in the traffic and transportation engineering industry, directing and conducting complex parking and transportation planning studies for a wide variety of public and private projects throughout Southern California. She performed numerous traffic impact and parking demand studies, comprehensive mitigation programs, and site access/internal circulation reviews for retail, residential and medical development projects, as well as schools, universities and churches throughout California. Her expertise also includes operational analyses, access and circulation planning for various travel modes (vehicular, pedestrian, truck, transit, etc.), transportation master planning, regional travel demand modeling, corridor studies, signal warrant analyses, development of trip generation models and traffic simulation modeling. Ms. Drobis has managed numerous parking studies and shared parking demand analyses for various commercial, residential, institutional and mixed-use developments, including the Manhattan Village Shopping Center Enhancement Project in the City of Manhattan Beach. She has also completed traffic and parking studies for Arts Club West Hollywood, The Ford Theatres, NBCUniversal, AMPAS Academy Museum of Motion Pictures, Hollywood Central Park, the University of Southern California Health Sciences Campus, The Gardens Casino, and Oakwood Secondary School, as well as a large scale traffic congestion improvement program for Los Angeles.

Sarah M. Drobis, P.E., Principal
Gibson Transportation Consulting, Inc.
555 W. 5th Street, Suite 3375
Los Angeles, CA 90013
Tel: (213) 683-0088
sdrobis@gibsontrans.com



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Staff Experience and Capabilities

Eyestone’s in-house capabilities focus on environmental planning and documentation, with a meticulous attention to legal and technical details and procedural requirements. We are intimately familiar with all issues addressed under CEQA and NEPA, as well as other regulatory requirements including, but not limited to, aesthetics, views, light and glare, shade/shadow, and related urban design issues; air quality, including greenhouse gas (GHG) analysis, related sustainability issues, and Leadership in Energy and Environmental Design (LEED®) criteria and certification; biological resources; historic resources, archaeological resources, and paleontological resources; geology/soils and geotechnical issues; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population, housing, including affordable housing and relocation issues, and employment; police protection, fire protection, schools, libraries, and parks and recreational facilities; traffic, transportation, and parking; water supply and infrastructure, including coordination of Water Supply Assessments (WSAs), wastewater, solid waste, natural gas, and electricity; environmental justice and community impacts; and alternatives.

Eyestone regularly prepares and manages the preparation of environmental documentation for various municipalities in Southern California, including the City of Los Angeles, the County of Los Angeles, City of Pasadena, the City of Long Beach, the City of Manhattan Beach, the City of Glendale, and the City of West Hollywood. In addition, we have assisted agencies, such as the City of Long Beach Community Planning Department, in the review of EIRs prepared within the City of Long Beach.

Eyestone also currently has a contract with the City of Los Angeles Department of City Planning under which we have assisted and continue to assist with providing standardized and updated text for the environmental setting, regulatory framework, and mitigation measure sections of the City of Los Angeles’ environmental documents, particularly MNDs. We are also currently working with the City of Los Angeles Department of City Planning to update their CEQA Guide for use by City planners and CEQA practitioners in preparing CEQA documents.

Eyestone’s project experience includes both urban infill projects and development located within more rural or undeveloped areas. With our expertise, Eyestone has prepared environmental documentation for a wide range of project types, including educational facilities, large-scale mixed-use developments, specific plans, museums, community centers, new



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communities/subdivisions, event centers, affordable housing projects, senior housing projects, film and television studios, regional shopping centers with anchor stores and distribution centers, high-rise commercial buildings, and hotels. We also have experience preparing CEQA documents for projects involving long-term master plans, site- and neighborhood-based Specific Plans, Environmental Leadership Development Projects (ELDPs), and a variety of entitlements including zone changes, general plan amendments, conditional use permits, tract maps and parcel maps, etc. We've also worked on projects located in designated redevelopment areas, housing incentive areas, Transit Priority Areas, Transit-Oriented Communities, State Enterprise Zones, adaptive reuse areas, rail project areas, streetscape master plan areas, historic districts, arts districts, and various zoning overlay districts.

Based on our extensive project experience, Eyestone is highly familiar with and adept at preparing documents involving complex technical issues, such as air quality, GHG emissions, noise, land use, traffic, and aesthetics/visual resources, and many of our projects include controversial elements and/or highly motivated stakeholders who are sophisticated in terms of their understanding of key environmental issues and the public review process.

Eyestone's history of successfully completing environmental documentation for high-profile projects stems from our technical knowledge and meticulous attention to legal and technical details and procedural requirements. The extensive technical and support capabilities of our staff offer a high degree of efficiency in our work efforts and a superior quality in all of our work products. Eyestone takes great pride in its unparalleled ability to complete projects in a timely and cost-efficient manner. Our collective experience has provided us with the tools to accurately assess and anticipate the time and costs required to effectively complete environmental documentation for every project.

Our past and recent work includes the preparation of EIRs and various other environmental documents, including Mitigated Negative Declarations (MNDs), EIR Addenda, Sustainable Communities Environmental Assessments (SCEAs), and Sustainable Communities Project Exemptions (SCPEs) for projects in several different jurisdictions and settings, including:

- Numerous film and television studio projects, including the Paramount Pictures Master Plan Project, NBCUniversal, Sunset Bronson Studios, Sunset Gower Studios, and Columbia Square.

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- The USC Development Plan, USC Coliseum, USC Galen Center, and Los Angeles Football Club, all located within a university and public park setting in Los Angeles.
- Museum and arts projects such as the Los Angeles County Museum of Art (LACMA), the Lucas Museum of Narrative Art, the ArtCenter College of Design in Pasadena, and the Getty Center, as well as the Getty Villa near Malibu.
- Large-scale residential/mixed-use communities such as the 4,400-residential-unit Boyle Heights Mixed-Use Project, as well as several new planned communities in northern Los Angeles County for Five Point Holdings (formerly The Newhall Land and Farming Company).
- Various large-scale, mixed-use projects such as Westfield Promenade, Crossroads Hollywood, Paseo Marina, and Angels Landing that collectively involve millions of square feet of new uses and residential units to reinvigorate communities.
- Numerous housing projects, including affordable and senior housing projects located throughout the City of Los Angeles and the City of Long Beach.
- Numerous regional shopping centers, including Westfield Century City, the Village at Westfield Topanga, Westfield Valencia, the Manhattan Village Shopping Center, and the 2nd & PCH Shopping Center. Collectively, these shopping centers have included multiple new anchor tenants such as Target, Macy's, Nordstrom, Costco (with a fueling station), and grocery stores, as well as substantial restaurant space, movie theaters, fitness clubs, and parking structures.

Detailed information for representative projects is provided below.

- **District NoHo**—Eyestone recently prepared the Draft EIR for the District NoHo Project. The Project proposes a transit-oriented development on approximately 15.9 acres of land owned by the Los Angeles County Metropolitan Transportation Authority (Metro) at and including the terminus of Metro's B (Red) Line and G (Orange) Line (Project Site) as part of a joint development effort with Metro. The Project would include improvements to

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transit facilities and include approximately 1,523,528 square feet of residential uses comprised of 1,216 market rate units and 311 affordable residential units, up to 105,125 new square feet of retail/restaurant uses, and up to 580,374 new square feet of office space. The proposed uses would be located within several buildings on multiple “Blocks” ranging in height from one to 28 stories. The proposed uses would be supported by up to 3,313 vehicle parking spaces and up to 1,158 bicycle parking spaces. The Project would include three publicly accessible plazas totaling approximately two acres, with access to the Metro B (Red) Line. Additionally, as part of the Project, certain surplus City rights-of-way are proposed to be merged into the Project Site which, if approved, would bring the total lot area to 16.07 acres. Overall, at buildout, the Project would remove 49,111 square feet of existing industrial/warehouses uses and construct 2,209,027 square feet of new floor area, resulting in a net increase of 2,158,191 square feet of floor area within the Project Site, with a Floor Area Ratio (FAR) of 3.16:1.

- **Promenade 2035**—Eyestone recently completed the EIR for the Promenade 2035 Project, with the City of Los Angeles as Lead Agency. The Project includes the redevelopment of the 34-acre Westfield Promenade shopping center with a new multiple-phased, mixed-use development consisting of residential, retail/restaurant, office, hotel and entertainment uses within the Warner Center 2035 Specific Plan area of the City of Los Angeles. The Project would specifically include up to 1,432 multi-family residential units, 244,000 square feet of retail/restaurant uses, 629,000 square feet of office space, up to 572 hotel rooms, and an Entertainment and Sports Center approximately 320,050 square-feet and 15,000 seats in size. Overall, at buildout, the Project would remove 641,164 square feet of existing floor area and construct 3,271,050 square feet of new floor area, resulting in a net increase of 2,629,886 square feet of new floor area within the Project Site. The Project will be developed in multiple phases (seven subphases) with buildout of the Project anticipated to be completed in 2033. The EIR was comprehensive and provides for flexibility in the phasing of development in response to market demand.
- **Sunset Gower Studios Enhancement Plan**—The Sunset Gower Studios Enhancement Plan involves the removal of 160,611 square feet of existing floor area and the construction of 627,957 square feet of new floor area,

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consisting of 599,335 square feet of creative office space and 27,172 square feet of production support space. The new uses would be within three buildings. Overall, the Project would result in a total of 852,792 square feet of creative office space, 53,778 square feet of production support, 169,412 square feet of sound stages, and 6,516 square feet of restaurant space on the Project Site, with a total floor area of 1,083,948 square feet. Demolition activities would include the removal of an individually eligible historic structure and contributors and non-contributors to a prospective historic district. The Project includes the construction of up to 1,335 new parking spaces, within: a new parking structure with six above-grade levels and three subterranean levels; three subterranean parking levels below an existing surface lot (staging area); and three subterranean levels below Building A. The Final EIR for this project was completed August 2020.

- **Paramount Pictures Master Plan**—The Paramount Pictures Master Plan Project involves the redevelopment of portions of Paramount Studios with new studio-related uses, circulation improvements, parking facilities, and pedestrian-oriented landscaped areas. The improvements would be implemented through the proposed Paramount Pictures Specific Plan, which would guide development within the Project Site through the year 2038. The proposed Specific Plan would allow for the construction of up to approximately 1,922,300 square feet of new stage, production office, support, office, and retail uses, and the removal of up to approximately 536,600 square feet of existing stage, production office, support, office, and retail uses, for a net increase of up to approximately 1,385,700 square feet of floor area within the Project Site upon completion of the proposed Project.
- **NBC Universal Evolution Plan**—Eyestone staff prepared the EIR for the Universal City Evolution Plan, which sets forth a framework to guide the development of the existing 391-acre Universal Studios property. The EIR analyzed the potential environmental effects of development pursuant to the Universal Studios Specific Plan, which guides future development within the portion of the project site located within unincorporated Los Angeles County; and site-specific zoning for the portion of the project site located within the City of Los Angeles. Originally proposed as a very large mixed-use development (i.e., nearly 3,000 residential units and approximately 2.6 million square feet of various types of commercial uses), in response to political and community



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input, the Applicant revised the project by dropping the residential component and increasing the commercial component reinforcing the project site's identity as a working entertainment studio. The EIR was comprehensive and was prepared with the City as Lead Agency and the County as Responsible Agency.

- **Manhattan Village Shopping Center Enhancement Project**—Eystone staff completed the EIR for the Manhattan Village Shopping Center Enhancement Project. The Shopping Center Enhancement Project proposes an increase of approximately 123,672 square feet of net new retail and restaurant gross leasable area (GLA) (approximately 194,644 square feet of new GLA and demolition of approximately 70,972 square feet of existing retail, restaurant, and cinema GLA) within the northern and central portions of the Shopping Center. Recognizing that the Shopping Center's zoning allows for several land uses and in order to respond to the future needs and demands of the southern California economy, as well as Shopping Center and tenant demands, an equivalency program is proposed as part of the Project that provides for the exchange between land uses currently permitted by the existing Master Use Permit based on P.M. peak traffic equivalency factors.

References

Provided below are a few of our client references.

Laurie Stone
Associate Senior Vice President
Real Estate and Asset Management
University of Southern California
3335 S. Figueroa St., Unit G
Los Angeles, CA 90007-3841
Telephone: (213) 821-3070
Email: laurie.stone@usc.edu



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Milena Zasadzien
Senior City Planner
City of Los Angeles Department of City Planning
221 N. Figueroa St., Ste. 1350
Los Angeles, CA 90012-2639
Telephone: (213) 847-3636
Email: milena.zasadzien@lacity.org

Heather Bleemers
Senior City Planner
Los Angeles City Planning
City of Los Angeles
221 N. Figueroa St., Ste. 1350
Los Angeles, CA 90012-2639
Telephone: (213) 978-1322
Email: heather.bleemers@lacity.org

Brian League
Property Development Manager
Community Services Administration
City Manager
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Telephone: (323) 848-6576
Email: bleague@weho.org

Control of Costs and Schedule and Timeline

Eyestone's understands the importance of costs and schedule. Our approach to controlling project costs and schedules is based on a foundation of strong communication and clarity of tasks and deliverables upfront. Before we commence our work, we strive to make sure there is clarity on the project description. In addition, for all of our projects, we create an extensive data needs list based on upfront discussion with the City regarding the scope of work, technical analyses needed and specific aspects of the Project. That data needs list includes



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responsible parties and due dates for each of the items needed to complete the EIR, including the various technical reports. That data needs list is then used to formulate a schedule that is reviewed and approved by the City. Subsequently, we conduct regular project meetings to monitor the status of the data needs and technical reports and the overall project schedule. In addition, Eyestone regularly prepares meeting notes and agendas to keep the overall process moving and ensure that all team members are on track. In addition, if issues arise, Eyestone's approach is to immediately communicate the issue so that it can be addressed as quickly as possible. This approach has ensured the successful completion of environmental documentation by Eyestone.

With regard to timeline, Eyestone estimates that the EIR process can be completed within a 14 to 16 month timeframe assuming the project description is set once work commences and that technical reports are expeditiously prepared. This timeframe also assumes timely review of the Initial Study and EIR.

Proposed Fees

As detailed in Table 1 on page 33, based on our understanding of the Project and our previous experience with similar Projects and the scope of work provided above, Eyestone's estimated fee to complete the EIR process includes staff fees totaling \$352,190, plus direct expenses, including printing costs totaling \$15,000. These fees include the noise technical analysis to be prepared by AES. Fees for SWCA and Gibson are also included in Table 1.

Eyestone cannot precisely estimate the level of effort and associated fees that will be required to incorporate City revisions to the various iterations of the Draft and Final EIR, to prepare the Final EIR, and to attend meetings. Thus, we have included estimates for each of these tasks based on a specific number of staff hours. In the event less effort is required than provided with these estimates, Eyestone will not bill the balances. In any instance where the level of effort required to complete these tasks exceeds our estimates, Eyestone will immediately bring such issues to your attention and will not proceed further without consent.

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Table 1
Summary of Proposed Fees for EIR

Task	Task Description	Fees
Phase 1 Tasks		
1	Project Initiation	\$19,785
2	Preparation of Initial Study/Preparation of NOP	\$17,865
	City Revisions	\$4,640 ^a
Phase 2 Tasks		
3	Preparation of Screencheck Draft EIR for City Review	
	Air Quality and GHG Analyses	\$38,300
	Noise Analysis	\$22,060
	Other EIR Sections	\$114,155
	Subtotal Screencheck Draft EIR	\$166,470
4	City Revisions/Prepare and Distribute Draft EIR for Public Review	\$27,140^a
5	Prepare Screencheck Final EIR for City Review	\$24,815^a
	City Revisions/Prepare and Distribute Final EIR	\$16,580^a
6	CEQA Findings	\$9,880
7	Project Management and Meetings with the City	\$39,900^a
8	Planning Commission/City Council Meetings	\$10,250^a
9	Notice of Determination	\$2,180
10	Assistance with Identification of Permits	\$4,640^a
	GRAND TOTAL EYESTONE ENVIRONMENTAL STAFF FEES	\$352,190
	Estimated Direct Expenses	\$15,000^b
	SWCA – Cultural and Tribal Resources Technical Reports	
	Archaeological Resources	\$7,500
	Tribal Cultural Resources with AB 52 Consultation Assistance	\$11,500
	Historical Resources	\$45,000 (estimate) ^c
	Gibson Transportation – Peer Review of Transportation Analysis	\$25,000

^a These values are estimates based on the staff hours provided herein; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.

^b This value is an estimate and will generally be determined by the number of copies of the Draft and Final EIR that will be required.

^c This fee is an estimate and may be reduced should existing materials and reports already be available.



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Should the need arise for additional professional services beyond those set forth in this scope of services due to changes in the review process or the regulatory environment, Eyestone will request written authorization to proceed prior to the initiation of the additional services. Factors triggering an increase in the scope of services and a revised fee may include, but are not necessarily limited to: modifications in the Project after the initial program materials have been prepared and preparation of the project description and EIR analyses have begun; analysis of technical issues other than those identified in this scope of work; revisions due to changes in the technical reports prepared by others; more City comments or meetings than anticipated; more public comments than anticipated; production of additional documents; or significant delays in the Project beyond the control of Eyestone.

Fees and charges will be billed on a monthly basis in accordance with the schedule of Eyestone Environmental 2022 Billing Rates, presented as Attachment A. Costs associated with the technical reports to be prepared by other subconsultants, as identified above are not included in this fee proposal.

We hope to have the opportunity to work with the City on this exciting project and appreciate the opportunity to provide you with this proposal. Should you have any questions or require additional information please feel free to contact me at (424) 207-5330.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Eyestone-Jones", written in a cursive style.

Stephanie Eyestone-Jones
EYESTONE ENVIRONMENTAL, LLC
President

Attachments:

Attachment A—Eyestone Environmental 2022 Billing Rates

Attachment A

Eyestone Environmental 2022 Billing Rates





EYESTONE ENVIRONMENTAL 2022 BILLING RATES

PROFESSIONAL TIME

President.....	\$240.00
Director of Air Quality.....	\$180.00
Principal Planner.....	\$170.00
Senior Planner.....	\$150.00
Planner.....	\$135.00
Associate Planner.....	\$125.00
Assistant Planner.....	\$105.00
Intern/Research Assistant.....	\$70.00
Graphics/GIS Specialist.....	\$95.00
Publications Specialist.....	\$85.00

DIRECT EXPENSES

Direct expenses will be billed at 100 percent of actual cost. Direct expenses will include, but will not be limited to, the following:

- Printing costs.
- Postage, delivery, and communication costs.
- Mileage based on the most recent rate set forth by the Internal Revenue Service.

BILLING TERMS

- Invoices will be sent to the client on a monthly basis with payment expected within 30 days from receipt of invoice.
- Eyestone will adjust its billing rates at the beginning of each subsequent year. However, the rates provided above will not increase by more than 5 percent each calendar year.



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.11

TITLE:

Update on Emergency Repair of the Pool Heaters at the El Segundo Wiseburn Aquatics Center

RECOMMENDATION:

1. Receive and file staff's report regarding the status of the emergency repairs needed to address the failure of pool heaters at the El Segundo Wiseburn Aquatics Center;
2. Adopt a motion, by four-fifths vote, to determine the need to continue the emergency actions approved under Resolution No. 5343.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budgeted: \$185,000 (Proposed FY 2022-23 Budget)
Additional Appropriation: None.
Account Numbers: \$185,000 (001-400-5213-6215: Wiseburn Aquatics Center Repair and Maintenance)

BACKGROUND:

On June 7, 2022, the City Council adopted Resolution No. 5343 to declare an emergency, under Public Contract Code §§ 1102, 20168, and 22050, due to the failure of pool heaters at the Aquatics Center, and approve the award of a contract to Knorr Systems International in the amount of \$168,510 and \$16,490 as contingency funds, to make the necessary repairs.

After authorizing the award of a contract without public bidding due to an emergency, state law requires that the City Council to review the emergency action at each regular meeting thereafter. If the Council determines, by four-fifths vote, that there is a need to continue the emergency actions, then such work may continue.

Update on Emergency Repair of the Pool Heaters at the El Segundo Wiseburn Aquatics Center
August 16, 2022
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DISCUSSION:

Subsequent to the award of the construction contract, staff met with the contractor at the direction of the City Council to expedite this project. In this meeting, it was decided to obtain all the necessary parts which were readily available in the United States (US) and only obtain the parts from overseas which were not available in the US. Subsequently, staff processed the necessary change orders for a total amount of \$16,002.21, which allowed the contractor to purchase and install new exterior heat exchange units of the same capacity in lieu of importing repaired parts for these units from overseas. However, the parts for the internal exchange units had to be expeditiously ordered from overseas since these units are not available in the US. These actions expedited the lead time for receiving the needed parts and allowed the repairs to be completed 9 weeks sooner than previously anticipated.

Furthermore, it is to be noted that during the repair work, some debris was discovered in the exterior heat exchange units, even though both the large and small pool filters had been regularly maintained per manufacturer's recommendation and both filters were recently cleaned by staff just prior to this repair work. The staff met with the City's consultant engineer and it was decided to install the necessary Y-Strainers at the supply side of the exterior exchange units at a cost of \$5,357.83. The function of these Y-Strainers (see the attachment for a drawing) is to intercept the debris which may be present in the circulation piping system. The installation of these Y-Strainers is good plumbing practice and is highly recommended by industry standards. These Y-Strainers were not part of the original pool design and consequently were not installed. The project is awaiting delivery of the strains, which are expected to be delivered and installed the week of August 15th.

Staff finds that the underlying emergency declared under Resolution No 5343 persists and recommends that the City Council, by four-fifths vote, determine the need to continue the previously approved emergency actions. This higher vote threshold is mandated by Public Contract Code § 22050(c).

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.

**Update on Emergency Repair of the Pool Heaters at the El Segundo Wiseburn
Aquatics Center
August 16, 2022
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Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

PREPARED BY:

Cheryl Ebert, Senior Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Attachment 1 - Image of Y Strainer

Attachment 1

Image of Y Strainer





City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Consent

Item Number: B.12

TITLE:

Agreement Amendment for Auditor Clifton Larson Allen LLP to Augment Services and Extend Term

RECOMMENDATION:

1. Approve an amendment to agreement no. 5778 with Clifton Larson Allen LLP to exercise the contract option to renew the agreement for one-year and for an additional \$68,600 to increase the total contract amount to \$249,173 (four-year period) for audit services.
2. Authorize the City Manager to execute the amended agreement (No. 5778B).
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022/23 Budget

Amount Budgeted: \$68,600

Additional Appropriation: N/A

Account Number(s): 001-400-2502-6214 (Finance Department - Professional Services)

BACKGROUND:

California law requires municipalities to change audit firms, or change the audit team, every five years. In July 2019, a request for proposals for professional (RFP) auditing services was sent out to 17 professional audit firms. The city received responses from six firms. Finance staff reviewed each RFP and rated each firm on their professional personnel, technical qualifications, audit approach and the price for the engagement. The City's current audit firm, Clifton Larson Allen LLP (formerly known as White, Nelson, Diehl and Evans LLP), was rated the highest by three of the four staff members who rated the firms and had the highest average rating of the six firms. Clifton Larson Allen LLP proposed to complete a three-year engagement for \$180,573 for fiscal years

Clifton Larson Allen Contract Amendment

August 16, 2022

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2018/2019, 2019/2020, and 2020/2021, with the option to renew for an additional two, one-year audit engagements: for FY 2021-22 and FY 2022-23. Prices submitted by the other five firms for the three-year engagement ranged from \$175,800 to \$214,818.

DISCUSSION:

Based on the excellent services delivered to the City over the past three years, staff recommends exercising the first one-year renewal option available within the existing contract. By exercising this option, Clifton Larson Allen LLP will audit the City's financials for FY 2021-22. This will require an amendment to the contract with Clifton Larson Allen LLP to include audit services through June 30, 2023, as well as amending the contract amount by \$68,600 (as reflected in exhibit A). With the approval of the renewal option, the total contract amount for audit services provided to the City over a four-year period is \$249,173.

The City will have one remaining renewal option for FY 2022-23. This will be evaluated at the end of the FY 2021-22 audit and brought to City Council in May or June of 2023. The original agreement No. 5778 (exhibit B) and the first amendment, agreement No. 5778A (exhibit C), are attached for reference.

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:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Second Amendment No. 5778B with Clifton Larson Allen LLP
2. Exhibit A: Proposed fees for FY 2021-22 & FY 2022-23
3. Exhibit B: Agreement No. 5778 with White Nelson Diehl Evans LLP
4. Exhibit C: White Nelson Diehl Evans LLP - PS Agr#5778A

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 5778
BETWEEN
THE CITY OF EL SEGUNDO AND
CLIFTON LARSON ALLEN, LLP**

This second Amendment is entered into this 16th day of August, 2022, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and CLIFTON LARSON ALLEN, LLP, Certified Public Accountants and Consultants (“CONSULTANT”). The parties agree as follows:

1. The CITY previously entered into an agreement with WHITE, NELSON, DIEHL, EVANS, LLP for audit services (Agreement No. 5778, hereafter “Agreement”). The term of the Agreement was from October 1, 2019 to September 30, 2022.
2. White, Nelson, Diehl, Evans, LLP notified the CITY that it will join the firm of CLA (Clifton, Larson, Allen, LLP) on November 1, 2020. Accordingly, effective November 1, 2020, and pursuant to Section 34 of the Agreement, the CITY and White Nelson Diehl Evans, LLP amended the Agreement to identify CLA (Clifton, Larson, Allen, LLP) as the Consultant (Agreement No. 5778A).
3. Pursuant to Agreement Section 34, Section 1(C) of the Agreement is amended to increase the total compensation amount by \$68,600, for a new total not-to-exceed total amount of the Agreement of \$249,173.
4. Pursuant to Agreement Section 34, Exhibit “A” of the Agreement is amended to include Attachment 1 to this Amendment, which is incorporated by reference.
5. Pursuant to Agreement Section 34, Section 7 is amended to extend the Agreement’s term through June 30, 2023.
6. 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.
7. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5778 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

CLIFTON, LARSON, ALLEN, LLP

Darrell George,
City Manager

Nitin Patel,
Principal

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez,
Deputy City Attorney



CliftonLarsonAllen LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

phone 714-978-1300 fax 714-978-7893
CLAconnect.com

June 27, 2022

Joe Lillio, Director of Finance
City of El Segundo
350 Main Street
El Segundo, CA 90245

Dear Mr. Lillio,

We are pleased to present our proposed fees to continue to provide audit and related services to the City of El Segundo for the fiscal year ending June 30, 2022, and June 30, 2023.

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

Service	June 30, 2022	June 30, 2023
City Audit (1)	\$59,400	\$63,000
Single Audit (2)	\$4,700	\$5,000
State Controller's Report	\$4,500	\$4,800
Total	\$68,600	\$72,800

(1) The fee is for the audit, financial statement preparation, GANN AUP, and SAS 114 and SAS 115 letters.
(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$3,500 each.

If you have any questions about our offerings, please do not hesitate to contact me via phone at 714-795-5387 or email nitin.patel@claconnect.com.

Sincerely,
CliftonLarsonAllen LLP

Nitin Patel, CPA
Principal



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

Agreement No. ____ [City Clerk assigns] ____



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
WHITE NELSON DIEHL EVANS LLP**

This AGREEMENT is made and entered into this 1st day of October, 2019, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and WHITE NELSON DIEHL EVANS LLP, Certified Public Accountants and Consultants ("CONSULTANT"). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed one hundred eighty thousand five hundred seventy three dollars (\$180,573) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

Agreement No. ___[City Clerk assigns]__

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. TERM. The term of this Agreement will be from October 1, 2019, to September 30, 2022. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";

Agreement No. ____ [City Clerk assigns]__

- B. Termination as stated in Section 15.

8. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit: A: Scope of Work.
- B. Exhibit: B: Schedule of Fees

11. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

Agreement No. ____ [City Clerk assigns]__

14. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

Agreement No. ____[City Clerk assigns]__

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

Agreement No. ___[City Clerk assigns]___

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000

Agreement No. ____ [City Clerk assigns]__

Workers compensation

Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

Agreement No. ___[City Clerk assigns]___

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

White Nelson Diehl Evans LLP.
2875 Michelle Drive, Suite 300
Irvine, California 92606
Attention: Nitin Patel
Phone: (714) 978-1300
Email: npatel@wndecpa.com

If to CITY:

City of El Segundo
350 Main Street
El Segundo, CA
Attention: Joe Lillio
Phone: 310-524-2315
Email: jlillio@elsegundo.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

27. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

Agreement No. ____ [City Clerk assigns]__

29. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Exhibit(s), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable

Agreement No. ____ [City Clerk assigns]__

control, then the Agreement will immediately terminate without obligation of either party to the other.

39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

Agreement No. ___[City Clerk assigns]___

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

CITY OF EL SEGUNDO




Scott Mitnick,
City Manager

White Nelson Diehl Evans LLP



Nitin Patel
Engagement Partner

ATTEST:

 *FW*

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

 for

Mark D. Hensley,
City Attorney



SPECIFIC AUDIT APPROACH

ENTITIES TO BE INCLUDED

City of El Segundo (City)
 Park Vista Housing Authority (Authority)

REPORTS TO BE ISSUED AND DUE DATES

	<u>Draft Due Date</u>	<u>Final Draft Due Date</u>
City of El Segundo:		
Comprehensive Annual Financial Report	February 28	March 31
Management Letter (SAS 115)	February 28	March 31
Communication to Those in Charge of Governance (SAS 114)	February 28	March 31
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	February 28	March 31
Report on Compliance with Article XIIIB Appropriation Limit	February 28	March 31
Single Audit Report:		
• Independent Auditors' Report on Compliance for Each Major Program and Internal Control Over Compliance Required by OMB Circular A-133	February 28	March 31
State Controller's Report for the City	N/A	As required by SCO

CITY OF EL SEGUNDO

**TOTAL ALL-INCLUSIVE MAXIMUM PRICE
FOR REPORTS TO BE ISSUED**

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>Optional Years</u>	
				<u>FY 2021-22</u>	<u>FY 2022-23</u>
City of El Segundo (1)	\$ 51,920	\$ 51,920	\$ 53,013	\$ 54,100	\$ 55,229
Single Audit (2)	4,000	4,000	4,090	4,186	4,280
State Controller's Report	<u>3,850</u>	<u>3,850</u>	<u>3,930</u>	<u>4,010</u>	<u>4,090</u>
Total Not-to-Exceed Maximum Price	<u>\$ 59,770</u>	<u>\$ 59,770</u>	<u>\$ 61,033</u>	<u>\$ 62,296</u>	<u>\$ 63,599</u>

(1) The fee is for the audit, CAFR preparation, Gann Report, and SAS 114 and SAS 115 letters.

(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$2,500.

CITY OF EL SEGUNDO

**TOTAL ALL-INCLUSIVE MAXIMUM PRICE
FOR REPORTS TO BE ISSUED**

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>Optional Years</u>	
				<u>FY 2021-22</u>	<u>FY 2022-23</u>
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Single Audit (2)	4,000	4,000	4,090	4,186	4,280
State Controller's Report	<u>3,850</u>	<u>3,850</u>	<u>3,930</u>	<u>4,010</u>	<u>4,090</u>
Total Not-to-Exceed Maximum Price	<u>\$ 59,770</u>	<u>\$ 59,770</u>	<u>\$ 61,033</u>	<u>\$ 62,296</u>	<u>\$ 63,599</u>

(1) The fee is for the audit, CAFR preparation, Gann Report, and SAS 114 and SAS 115 letters.

(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$2,500.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 5778
BETWEEN
THE CITY OF EL SEGUNDO AND
WHITE NELSON DIEHL EVANS, LLP**

This first Amendment is entered into this 12th day of January, 2021, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and WHITE NELSON DIEHL EVANS, LLP, Certified Public Accountants and Consultants (“CONSULTANT”). The parties agree as follows:

1. The CITY previously entered into an agreement with White, Nelson, Diehl Evans LLP for audit services (Agreement 5778, hereafter “Agreement”). The term of the Agreement was from October 1, 2019 to September 30, 2022.
2. Recently, White, Nelson, Diehl, Evans, LLP notified the CITY that it will join the firm of CLA (Clifton, Larson, Allen, LLP) on November 1, 2020. Accordingly, effective November 1, 2020, and pursuant to Section 35 of the Agreement, the CITY and White Nelson Diehl Evans, LLP hereby amend the Agreement to reference CLA (Clifton, Larson, Allen, LLP) as the Consultant.
3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5778 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

CLIFTON, LARSON, ALLEN, LLP

Joseph Lillio

Digitally signed by Joseph Lillio
DN: cn=Joseph Lillio, o=City of El Segundo,
ou=Director of Finance,
email=jlillio@elsegundo.org, c=US
Date: 2021.01.25 18:46:54 -08'00'

Joseph Lillio,
Chief Financial Officer

Christian J. Rogers

Chris Rogers

ATTEST:

Tracy Weaver

for

Tracy Weaver,
City Clerk

Taxpayer ID No. 41-0746749

APPROVED AS TO FORM:

Mark D. Hensley

for

Mark D. Hensley,
City Attorney



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

Establish the Senior Planner and Associate Planner Classifications, and Adopt Classification Specifications, Examination Plans, and Salary Ranges

RECOMMENDATION:

1. Approve establishment of the Senior Planner and Associate Planner classifications.
2. Adopt the classification specifications and examination plans for the Senior Planner and Associate Planner positions.
3. Adopt a resolution establishing the basic salary range for the Senior Planner and Associate Planner positions.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

No budget impacts are associated with these items. Sufficient funding is available in the adopted FY 2022-23 budget.

BACKGROUND:

With the recent promotion of an incumbent in one of the two budgeted Principal Planner positions to Planning Manager, the Community Development Department has identified opportunities to enhance the staffing structure to best meet operational needs while servicing residential and business customers. Establishment of the Senior Planner and Associate Planner job classifications provides the Department with flexibility in filling positions at the level needed, promotes career growth within the planning series, and increases employee retention.

DISCUSSION:

Senior Planner and Associate Planner Job Classifications

August 16, 2022

Page 2 of 3

The Planning Division in the Community Development Department continuously evaluates service levels in alignment with the City's Strategic Plan Goal 1, "Enhance Customer Service, Engagement, and Communication," and Objective 1A to "Provide unparalleled service to internal and external customers." A review of the current positions in the professional planning series reveals an opportunity to create additional classifications to better support the operational needs and service goals of the Department.

Currently, the series consists of four classifications: Planning Technician, Assistant Planner, Principal Planner, and Planning Manager, ranging in responsibility from entry-level to advanced journey-level with supervisory duties. However, the series lacks mid-range journey-level and lead journey-level positions. Creating these additional positions addresses this gap and completes the series.

In creating these new classifications, Human Resources collaborated with Community Development to ensure that the essential functions as described in these new proposed classification specifications are appropriate for the level of work performed. The descriptions also include standardized language regarding driver's license and disaster service worker requirements that are being incorporated with newly created or revised positions.

Staff recommends examination plans consisting of a structured technical and career preparation interview weighted at 100% of the total score as appropriate for both classifications.

Utilizing an internal compensation comparison of the salary ranges between the Assistant Planner and Principal Planner, the following monthly salary ranges are recommended: Associate Planner \$6,702.19 to \$8,146.55 and Senior Planner \$7,389.16 to \$8,981.57.

If approved, the Associate Planner position will be placed in the El Segundo City Employees' Association (CEA) and the Senior Planner in the Supervisory and Professional Employees' Association (SPEA). Human Resources provided CEA and SPEA with the proposed classification specification and salary range for review. Both labor groups indicated they have no objection to adding the respective positions to their respective bargaining unit.

The recommendations presented above will provide the Community Development Department with flexibility in filling positions at the level needed to enhance customer service, while also supporting Strategic Plan Goal 3 to, "Develop as a Choice Employer and Workforce," promoting career growth within the classification series, and increasing employee retention.

Senior Planner and Associate Planner Job Classifications

August 16, 2022

Page 3 of 3

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.

Objective: El Segundo is a safe and prepared city.

Goal 3: Develop as a Choice Employer and Workforce

Objective: El Segundo is a city employer of choice and consistently hires for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Establishing Basic Salary Ranges
2. Senior Planner Classification Specification
3. Senior Planner Examination Plan
4. Associate Planner Classification Specification
5. Associate Planner Examination Plan

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING BASIC MONTHLY SALARY RANGE
FOR FULL TIME JOB CLASSIFICATIONS**

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

SECTION 1: The City Council approves the following basic salary ranges:

Classification	Salary Range
Associate Planner	\$6,702.19 - \$8,146.55 Monthly
Senior Planner	\$7,389.16 - \$8,981.57 Monthly

SECTION 2: *Authority.* The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 3: *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution is effective August 16, 2022 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of August 2022.

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of _____, 2022, 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

Senior Planner

DEFINITION: Under general direction, administer current and advanced planning activities; provide technical and functional direction over other professional and technical planning staff; provide highly complex professional staff assistance to the Community Services Director or Planning Manager.

SUPERVISION RECEIVED AND EXERCISED: Receives general direction from the Planning Manager or the Community Services Director. Exercises technical and functional direction over other professional and technical planning staff.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Distinguishing Characteristics:

This is the advanced journey-level class in the professional planning series with responsibilities spanning the entire spectrum of the planning function, with a primary emphasis on current and advanced planning, and environmental impact, protection, and compliance issues. Positions assigned to this class can be distinguished by the performance of lead supervisor activities such as assigning work, monitoring project progress, and providing technical assistance and training to other professional and technical staff. This class is distinguished from Principal Planner in that the latter is the highest-level, full supervisory level, class in the professional planning series that handles the most complex and sensitive planning projects. It further differs from the Planning Manager in that the latter has overall responsibility for all planning functions and for developing, implementing, and interpreting public policy.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Plan, organize, assign, and review the work of less experienced professional and technical staff;

Serve as project manager for multiple complex current and/or long-range planning projects and special planning studies, including in-depth application, plan review, and coordination to obtain additional information and project changes from applicants;

Review project applications and plans submitted for consideration by the Design Review Committee, Planning Commission, and City Council at public hearings;

Interpret and apply environmental quality laws and regulations to ensure that public and private projects, and the municipal code amendments, are in compliance;

Confer with engineers, developers, architects, a variety of agencies, elected and appointed City officials, and the public for the purpose of obtaining or providing information, coordinating activities, processing projects, negotiating plan changes, and formulating recommendations;

Conduct site and policy background research for the preparation of staff reports, correspondence, memoranda, policy documents, procedure documents, and presentations;

City of El Segundo
Senior Planner
Class Code:

Analyze and interpret information from a wide variety of technical documents, studies, legislation, and practices that may impact the City's planning projects;

Prepare and release requests for proposals for technical consultant services; establish selection criteria; evaluate proposals and conduct interviews in conformance with City policy;

Manage technical consultants' work products to ensure adherence to City standards and legal provisions and guarantee that deliverables are submitted on time and budget;

Conduct plan check of building permit-level plan submittals associated with complex projects; conduct over-the-counter plan check of less complex development proposals and land uses; approve minor development plans;

Evaluate the conclusions of initial studies, mitigated negative declarations, and environmental impact reports, to formulate recommendations on projects; monitor project compliance with environmental document mitigation measures and conditions of approval;

Conduct and supervise planning studies in the community; gather data for implementing or evaluating current and advance planning projects; make recommendations;

Prepare a variety of complex written communications, and present to City Council, Planning Commission and various other committees, advisory boards, and agencies;

Provide staff support to a variety of boards and commissions; attend and participate in professional groups and committees; provide technical and professional support to departmental management staff and other City departments and the public;

Assist in the development and administration of goals, objectives, policies, and procedures related to the division; draft formalized policies and procedures with supervisory confirmation;

Regularly and predictably attend work, and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Modern principles and practices of urban and regional planning, zoning, demographics, and environmental planning and program management;

Geographic, socio-economic, transportation, political, environmental, and other elements related to city planning;

Pertinent Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures;

Recent developments, current literature, and sources of information related to planning, zoning, and environmental review;

City of El Segundo
Senior Planner
Class Code:

Site planning and architectural design principles;

General concepts of architecture, landscaping, grading, drainage, traffic, and transportation engineering as they relate to the process of urban planning;

Practices of researching planning and land use issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports;

Project management and contract administration principles and techniques;

Modern office practices, methods, procedures, and equipment;

Methods and techniques of effective technical report preparation and presentation, and;

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations, and with property owners, developers, contractors, and the public.

Skill in:

Providing effective leadership and work direction to staff and contract consultants;

Analyzing site design, terrain constraints, land use compatibility, utilities, and other urban services;

Conducting complex research projects, evaluating alternatives, and making sound recommendations;

Ensuring project compliance with Federal, State, and local rules, laws and regulations;

Directing the work of contract consultants;

Interpreting and explaining planning and zoning programs to the public; identifying and responding to issues and concerns of the public, City Council, and other boards and commissions;

Conducting complex research projects, evaluating alternatives, and making sound recommendations;

Preparing and presenting clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written materials;

Making sound, independent decisions within established policy and procedural guidelines;

Communicating clearly and concisely, both orally and in writing;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

City of El Segundo
Senior Planner
Class Code:

Accepting constructive criticism;

Working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly, and

Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Four (4) years increasingly responsible experience in planning or a closely related field.

Education: Bachelor's degree in Urban Planning, Community Development, Geography, Business or Public Administration or a related field.

Experience in a government agency is desirable.

License/Certificates: Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

A certificate from the American Institute of Certified Planners (AICP) is desirable.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

El Segundo Supervisor and Professional Employees Association
Established Date: August 16, 2022

Examination Plan

Senior Planner

Open Competitive and/or Closed Promotional

Structured Technical and Career Preparation Interview Weighted 100%

May include a structured writing/analysis skills test; and/or other professional skills examination included within the overall applicant testing process, as may be deemed appropriate.

Associate Planner

DEFINITION: Under general supervision, perform professional field and office planning work; provide complex professional staff assistance to the Community Development Director or Planning Manager, other departments, and the public in areas of expertise.

SUPERVISION RECEIVED AND EXERCISED: Receives general direction from the Planning Manager or Community Development Director.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Distinguishing Characteristics:

This is the journey-level class in the professional planning series. Work performed at this level is under considerable independence and may provide work instruction to new or less experienced staff. This class differs from Senior Planner in that the latter is a lead level of the series, exercising a higher degree of independent judgement on diverse and complex assignments with a greater degree of accountability and oversight of staff and consultants.

Positions in the Assistant and Associate Planner classifications are flexibly staffed and positions at the Associate level are normally filled by advancement from the Assistant level requiring three (3) years of experience at the Assistant-level and after gaining the knowledge, skill, experience, licenses, and certifications which meet the qualifications for, and after demonstrating the ability to perform the work of, the higher-level class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Review routine to complex development proposals, plans, and applications for issuance of zoning clearance, and for compliance with applicable regulations and policies;

Review permit applications and building plans for completeness and compliance with current City codes and regulations; provide interpretations of the California Environmental Quality Act (CEQA), Subdivision Map Act, and local environmental guidelines; conduct re-checks, and approve or deny submittals;

Prepare staff reports, resolutions, and conditions of approval on more complex projects; present recommendations to the City Council, Planning Commission, and various other committees, commissions, advisory boards, and agencies;

Research and draft ordinances and amendments;

Review zoning violations, and perform periodic reviews of projects for compliance with zoning requirements, state environmental laws, and conditions of approval;

Compile information, make recommendations, and prepare written reports for a variety of studies and reports;

City of El Segundo
Associate Planner
Class Code:

Research, analyze, and interpret social, economic, population, and land use data and trends;

Participate in the implementation and administration of the City's General Plan and development regulations;

Assist the public at the front counter, on the phone, and via email, and perform plan check functions for various projects;

Confer with and advise architects, builders, attorneys, contractors, engineers, and the public regarding City development policies and standards;

Confer with applicants and agency representatives to identify problems and participate in interdepartmental planning reviews; provide feedback to project applicants, consultants, City staff, and the public;

Prepare environmental impact reports, written initial studies, negative declarations, and staff reports related to development or City projects;

Manage planning and development projects; prepare staff reports, schedule meetings and hearings, monitor project implementation to verify substantial conformance with approved plans, conditions, and mitigation measures; suggest revisions to site plans and architecture; inspect project development sites;

Attend meetings, conferences, workshops, and training sessions; urban planning and other types of public services as they relate to the area of assignment;

Regularly and predictably attend work, and

Perform related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Modern principles and practices of urban and regional planning, zoning, demographics, and environmental planning and program management;

Geographic, socio-economic, transportation, political, environmental, and other elements related to city planning;

Pertinent Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures;

Recent developments, current literature, and sources of information related to planning, zoning, and environmental review;

Site planning and architectural design principles;

City of El Segundo
Associate Planner
Class Code:

General concepts of architecture, landscaping, grading, drainage, traffic, and transportation engineering as they relate to the process of urban planning;

Practices of researching planning and land use issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports;

Methods and techniques of effective technical report preparation and presentation;

Modern office practices, methods, procedures, and equipment;

Principles of advanced mathematics and their application to planning work; and

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and with property owners, developers, contractors, and the public.

Skill in:

Interpreting and explaining planning and zoning programs to the public; identifying and responding to issues and concerns of the public, City Council, and other boards and commissions;

Reading, understanding, and interpreting plans and specifications and making effective site visits;

Analyzing site design, terrain constraints, land use compatibility, utilities, and other urban services;

Conducting research projects, evaluating alternatives, and making sound recommendations;

Ensuring compliance with applicable Federal, State, and local rules, laws, and regulations;

Collaborating and working with contract consultants;

Preparing and presenting clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written materials;

Establishing and maintaining a variety of filing, record-keeping, and tracking systems;

Making sound, independent decisions within established policy and procedural guidelines;

Operating office equipment including computer applications related to the work;

Communicating clearly and concisely, both orally and in writing;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism, and

City of El Segundo
Associate Planner
Class Code:

Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Three (3) years increasingly responsible experience in professional planning or a closely related field.

Education: Bachelor's degree in Urban Planning, Community Development, Geography, Business or Public Administration or a related field.

Experience in a government agency is desirable.

License/Certificates: Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

A certificate from the American Institute of Certified Planners (AICP) is desirable.

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City of El Segundo City Employees Association
Established Date: August 16, 2022

Examination Plan

Associate Planner

Open Competitive and/or Closed Promotional

Structured Technical and Career Preparation Interview Weighted 100%

May include a structured writing/analysis skills test; and/or other professional skills examination included within the overall applicant testing process, as may be deemed appropriate.



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Ordinance Amending El Segundo Municipal Code Chapter 5-8 to Implement State Assembly Bill 1276 Regulating Single-Use Foodware Accessories and Standard Condiments and Designate the City as the Associated Enforcement Agency

RECOMMENDATION:

1. Introduce and waive first reading of an Ordinance amending El Segundo Municipal Code Chapter Chapter 5-8 to implement state Assembly Bill 1276 regulating single-use foodware accessories and standard condiments and designate the City as the associated enforcement agency;
2. Direct staff to schedule the Ordinance for second reading on September 6, 2022 or as soon thereafter it may be considered; and
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Introduction and first reading of the proposed Ordinance would have no significant fiscal impact on the City's General Fund. City enforcement costs will correspond to the level of enforcement the City deems appropriate, although fine collection may mitigate such costs.

BACKGROUND:

On September 20, 2018, Governor Brown signed Assembly Bill ("AB") 1484 to prohibit full-service restaurants from providing single-use plastic straws unless requested by a customer. Building on AB 1484, Governor Newsom signed AB 1276 (attached) on October 5, 2021 to require certain single-use food items to be provided to customers, only upon request. Affected food facilities include operations that store, prepare, package, serve, vend, or otherwise provide food for retail human consumption. Single-use foodware accessories include all utensils; forks; spoons; knives; sparks; chopsticks; straws; stirrers; splash sticks; cocktail sticks; condiment cups and packages; and other

Ordinance Amending El Segundo Municipal Code Chapter 5-8

August 16, 2022

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items that are designed for one-time use and disposal. Standard condiments include relishes, spices, sauces, confections, or seasonings that require no additional preparation and are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

AB 1276's additional notable provisions include:

- Third-party food delivery platforms (e.g., Uber Eats and DoorDash) must provide options on their platforms for consumers to affirmatively request single-use foodware accessories;
- Health care facilities, residential care facilities, public and private school cafeterias, and correctional institutions, are exempt from AB 1276's requirements;
- The City must authorize an enforcement agency to enforce AB 1276's provisions; and
- The first and second violations of the new requirements must result in a notice of violation, and any subsequent violation of that section will constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, not to exceed three hundred dollars (\$300) annually.

On the part of the City, El Segundo Municipal Code ("ESMC") Chapter 5-8 (Single-Use Plastics "Upon Request" Policy)—implemented via Ordinance No. 1612 in 2020—"require certain businesses in the City of El Segundo follow an "upon request" policy for single-use plastic products to reduce adverse environmental and public health impacts associated with single-use plastics and to promote environmentally sustainable practices." AB 1276 is broader and stricter than what the City has in place in ESMC Chapter 5-8. For example, the state law restrictions include both foodware accessories and "standard condiments," which may also not be provided unless requested. While AB 1276 allows cities to impose stricter requirements than those in AB 1276, less restrictive provisions, such as those in ESMC Chapter 5-8, are constitutionally preempted.

DISCUSSION:

The proposed Ordinance would update ESMC Chapter 5-8 to implement AB 1276's provisions and authorize the City to serve as the associated enforcement agency. It enables the City Manager, or designee, to utilize any City department or departments to serve in this enforcement capacity, including, without limitation, the Neighborhood Preservation Division. The City may effectuate enforcement at its discretion and authorize other agencies to carry out enforcement responsibilities via City Council resolution. The City Staff, in coordination with the County, intends to publicize this new requirement and post the information on the City Website.

Ordinance Amending El Segundo Municipal Code Chapter 5-8

August 16, 2022

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CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:

Joaquin Vazquez, Deputy City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 20210AB1276_89
2. ES - AB 1276 Single-Use Foodware Chapter 5-8 Ordinance 08162022

Assembly Bill No. 1276

CHAPTER 505

An act to amend Sections 42270 and 42271 of, to amend the heading of Chapter 5.2 (commencing with Section 42270) of Part 3 of Division 30 of, and to add Sections 42272 and 42273 to, the Public Resources Code, relating to solid waste.

[Approved by Governor October 5, 2021. Filed with Secretary of State October 5, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1276, Carrillo. Single-use foodware accessories and standard condiments.

Existing law prohibits a full-service restaurant, as specified, from providing single-use plastic straws, as defined, to consumers unless requested by the consumer, and places the duty to enforce this prohibition on specified state and local health and environmental health officers and their agents. Existing law specifies that the first and 2nd violations of these provisions result in a notice of violation, and any subsequent violation is an infraction punishable by a fine of \$25 for each day the full-service restaurant is in violation, but not to exceed an annual total of \$300.

This bill would instead prohibit a food facility from providing any single-use foodware accessory or standard condiment, as defined, to a consumer unless requested by the consumer, as provided. The bill would prohibit those items from being bundled or packaged in a way that prohibits the consumer from taking only the item desired. The bill would authorize a food facility to ask a drive-through consumer, or a food facility located within a public airport to ask a walk-through consumer, if the consumer wants a single-use foodware accessory in specified circumstances. The bill would require a food facility using a third-party food delivery platform to list on its menu the availability of single-use foodware accessories and standard condiments and only provide those items when requested, as provided. The bill would exclude from these requirements correctional institutions, health care facilities, residential care facilities, and public and private school cafeterias.

This bill would require a city, county, or city and county, on or before June 1, 2022, to authorize an enforcement agency to enforce these requirements. The bill would specify that the first and 2nd violations of these provisions result in a notice of violation, and any subsequent violation is an infraction punishable by a fine of \$25 for each day in violation, but not to exceed an annual total of \$300. By creating a new crime and imposing additional duties on local governing bodies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. The heading of Chapter 5.2 (commencing with Section 42270) of Part 3 of Division 30 of the Public Resources Code is amended to read:

CHAPTER 5.2. SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS

SEC. 2. Section 42270 of the Public Resources Code is amended to read: 42270. For purposes of this chapter, the following definitions apply:

(a) "Consumer" has the same meaning as in Section 113757 of the Health and Safety Code.

(b) "Food facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(c) "Ready-to-eat food" has the same meaning as in Section 113881 of the Health and Safety Code.

(d) "Single-use" means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

(e) "Single-use foodware accessory" means all of the following single-use items provided alongside ready-to-eat food:

- (1) Utensils, which is defined as forks, knives, spoons, and sporks.
- (2) Chopsticks.
- (3) Condiment cups and packets.
- (4) Straws.
- (5) Stirrers.
- (6) Splash sticks.
- (7) Cocktail sticks.

(f) "Standard condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

(g) "Third-party food delivery platform" has the same meaning as in Section 113930.5 of the Health and Safety Code.

SEC. 3. Section 42271 of the Public Resources Code is amended to read:

42271. (a) Except as provided in subdivisions (c) and (d), a food facility, for on-premises dining or when using a third-party food delivery platform,

shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

(b) Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

(c) A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(d) A food facility that is located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(e) (1) A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

(2) If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

(f) Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

(g) Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

(h) Nothing in this section shall prevent a city, county, city and county, or other local public agency from adopting and implementing an ordinance or rule that would further restrict a food facility or a third-party food delivery platform from providing single-use foodware accessories or standard condiments to a consumer.

(i) A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.

SEC. 4. Section 42272 is added to the Public Resources Code, to read: 42272. (a) On or before June 1, 2022, a city, county, or city and county shall authorize an enforcement agency to enforce this chapter.

(b) The first and second violations of this chapter shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.

SEC. 5. Section 42273 is added to the Public Resources Code, to read: 42273. This chapter does not apply to any of the following:

(a) Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

(b) Health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code.

(c) Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

(d) Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

ORDINANCE NO. _____

**AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
TITLE 5, CHAPTER 8 TO IMPLEMENT ASSEMBLY BILL 1276
REGARDING SINGLE-USE FOODWARE ACCESSORIES AND
STANDARD CONDIMENTS AND DESIGNATE THE CITY AS
ASSOCIATED ENFORCEMENT AGENCY.**

**THE CITY COUNCIL OF THE CITY OF EL SEGUNDO DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Chapter 8 of Title 5 (Health and Sanitation) of the El Segundo
Municipal Code (“ESMC”) to read as follows:

“Chapter 8

SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CODIMENTS

5-8-1 Findings and Purpose.

This chapter is adopted in accordance with Article XI, § 7 to protect public health, safety, and well-being by reducing the detrimental environmental and public health impacts associated with single-use foodware and standard condiments which contribute to litter in storm drains and the ocean and impose unseen costs on consumers, taxpayers, and public entities. This chapter is adopted to implement Assembly Bill ("AB") 1276's legal requirements restricting the use of single-use foodware accessories and standard condiments.

5-8-2 Compliance with State Law.

It is unlawful to fail to comply with the provisions of California Public Resources Code Division 30, Part 3, Chapter 5.2 (Single Use Foodware Accessories and Condiments), i.e., § 42270, et seq., as may subsequently be amended.

5-8-3 Enforcement.

- A. The City Council authorizes the City Manager, or designee, to utilize one or more City departments enforce this chapter's provisions. The City Manager, or designee, may establish regulations or administrative procedures or take other reasonable actions to further this chapter's purposes.
- B. The City Council may, by resolution, designate additional enforcement agencies to enforce this chapter's provisions.
- C. The first and second violations of this chapter will result in a notice of violation without a fine. Any subsequent violation will constitute an infraction punishable by a \$25 fine for each day in violation, not to exceed \$300

annually.

- D. Subject to Subsection C, and unless limited by law, the City may enforce this chapter in accordance with this code's provisions and state law."

SECTION 2. *Environmental Review.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. This Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15307 and 15308 as actions taken by regulatory agencies to assure the maintenance, restoration, enhancement of natural resources, or protection of the environment.

SECTION 3. *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 4. *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 5. *Enforceability.* Repeal or amendment of any provision of the ESMC will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6. *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 7. *Recording.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 8. *Execution.* 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.

SECTION 9. *Effectiveness.* This Ordinance will take effect on the 30th day following its final passage and adoption. It may be enforced commencing on January 1, 2022.

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 D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Deputy City Attorney



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Renewal of Joint Use Agreements with El Segundo Unified School District

RECOMMENDATION:

1. Approve an amended Joint Use Agreement for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District for a term of 10 years. (ATTACHMENT A)
2. Approve an amended Joint Use of Media Studio and Equipment Joint Use Agreement between the City of El Segundo and the El Segundo Unified School District for a term of 10 years. (ATTACHMENT B)
3. Approve the Fifth Amendment to MOU between the City of El Segundo and the El Segundo Unified School District for Library Services. (ATTACHMENT C)
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

It is anticipated that the City of El Segundo's In-kind contribution to supporting the services within the agreements is estimated to be \$944,190 as shown in Exhibit A of Attachment A.

BACKGROUND:

The City and the El Segundo Unified School District (the "District") previously entered into an agreement on September 12, 1990, governing the joint use of public recreation facilities, which was subsequently amended on August 21, 1991 and amended and restated again on December 8, 1992. In September 1999, the City and District also entered into a "Funding Agreement" in which the City would pay the District \$250,000 annually to provide student services and maintain its facilities. Additionally, the City agreed to fund \$80,000 for Crossing Guard services. In addition, on October 16, 2007, the City and District entered into a Memorandum of Understanding (MOU) for Library

Renewal of Joint Use Agreement

August 16, 2022

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Services.

In September 2012, the City also took the following actions:

1. Approved an amended Joint Use Agreement for Public Recreation Facilities between the City and the District for a term of 10 years.
2. Approved an Agreement between the City and the District for Joint Use of Media Studio and Equipment for a term of 10 years.
3. Approved the First Amendment to an MOU between the City and the District for Library Services for a term of 10 years.
4. Subsequent to this date, there have been three additional amendments to the Library MOU.

Beginning in Spring 2022, City staff began a series of discussions with the Superintendent of the District, Dr. Melissa Moore and her staff, regarding updating and renewal of the Joint Use Agreements due to the pending expiration of the agreements (September 2022).

DISCUSSION:

The City and the District agree that it will be in the public's best interest, economically and practically, to cooperate with each other in regard to the recreational use of certain City and District facilities and therefore desire to amend, restate, and extend the prior agreements. During discussions, several modifications were considered and negotiated within each agreement. (ATTACHMENTS A-C).

Staff have provided an overview below of the proposed modifications to each agreement:

TERM OF AGREEMENT: Both parties propose to include a term limit of 10 years for the Public Recreation Facilities and Media Studio and Equipment Agreements, but also include a "re-opener" clause wherein either party could request a meeting in good faith to negotiate proposed changes or amendments to the agreement if new concerns arise. The clause is found in Section 1 of the Joint Use Agreement for Public Recreation Facilities and reads as follows:

"In the event either Party has any concerns or desires to amend the Agreement, including, but not limited to, adding or changing the respective responsibilities of the Parties, the Parties agree to meet in good faith to consider amending this Agreement as necessary to address the stated concern(s). Nothing herein shall be construed as requiring or obligating the Parties to accept any amendment. Instead, the Parties hereby agree to meet and discuss any potential amendments in good faith to determine if any such amendment is necessary and in the best interest of both Parties."

Renewal of Joint Use Agreement

August 16, 2022

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MODIFICATIONS TO EXHIBIT A: Exhibit A of the Joint Use Agreement for Public Recreation Facilities lists all anticipated City In-Kind and other contributions to the school district.

MODIFICATIONS TO JOINT USE OF MEDIA STUDIO AND EQUIPMENT: The original 2012 agreement approved by the City and the District regarding this matter was discussed and modified in its entirety. Staff have provided a new and updated agreement as ATTACHMENT B.

MODIFICATIONS TO LIBRARY AGREEMENT: FLEXIBLE STAFFING LEVELS AT SCHOOLS

Both parties agree to allow flexible staffing at the school sites as described in the following language:

"Provide Library Assistant level positions at Center Street School, Richmond Street School, Middle School and High School libraries, with the flexibility to add or decrease staff hours if approved by the DISTRICT School Board and agreeable by the CITY"

In summary, staff have worked closely with the District staff to bring these agreements up to date for the benefit of our community. Therefore, the staff recommends approval of each agreement and MOU as presented.

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.

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.

Renewal of Joint Use Agreement

August 16, 2022

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PREPARED BY:

Aly Mancini, Recreation, Parks and Library Director

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. ATTACHMENT A
2. ATTACHMENT B
3. ATTACHMENT C

SECOND AMENDED AND RESTATED JOINT USE AGREEMENT FOR PUBLIC
RECREATION FACILITIES BETWEEN THE CITY OF EL SEGUNDO AND EL SEGUNDO
UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

This AGREEMENT is made and executed this 21st day of September 2022, between the CITY OF EL SEGUNDO, a municipal corporation ("City"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a California public school district ("District"), each, individually, a "party" and, collectively, the "Parties."

RECITALS

This Agreement is made with reference to the following facts and objectives:

- A. Chapter 10, Part 7 of Division I (Section 10900, *et seq.*) of the Education Code of the State of California authorizes and empowers school districts and cities to organize, promote and conduct programs of community recreation to establish systems of playgrounds and recreation, and acquire, improve, maintain, and operate centers within or without the territorial limits of the city.
- B. On September 19, 2012, the City and the District entered into that certain Amended and Restated Joint Use Agreement which established the Parties' respective rights and agreement to jointly use specific properties owned by each party (the "Original Agreement").
- C. The Original Agreement is scheduled to terminate on September 20, 2022, and the Parties wish to continue the Joint Use agreement pursuant to the terms set forth herein.
- D. City owns, operates and maintains certain public recreation facilities known as El Segundo Recreation Park (401 Sheldon Street); El Segundo Library Park (600 Block Main Street); El Segundo Hilltop Park (Maryland Street and Grand Avenue); Urho Saari Swim Stadium (219 West Mariposa); Acacia Park (623-25 West Acacia Avenue); Washington Park (Washington Street at Palm Avenue); Constitution Park (Washington Street between Palm and Maple Avenue); Sycamore Park (Sycamore Avenue and California Street); Kansas Park (Holly Avenue and Kansas Street); Candy Cane Parkette (100 Block Whiting Street); Campus El Segundo Athletic Fields (2201 East Mariposa Avenue); Freedom Park (Illinois Street between Mariposa Avenue and Holly Avenue); Independence Park (Washington Street between Walnut Avenue and Sycamore Avenue); Camp Eucalyptus (641 California Street); El Segundo Teen Center and Skatepark (405 East Grand Avenue); The Lakes at El Segundo Golf Course (400 South Sepulveda Boulevard); and certain improvements, including landscaping, lighting, utilities and other fixtures on the property adjacent to the Richmond Street School (collectively, the "City Owned Facilities"). The City also operates and maintains certain improvements, including a ball field, turf areas, landscaping, lighting, utilities and other fixtures on the property adjacent to the Richmond Street School located at 615 Richmond Street (the "615 Richmond Street Improvements"). The 615 Richmond Street

Improvements and City Owned Facilities shall be collectively defined as the "City Facilities."

- E. District owns, operates and maintains certain school facilities known as El Segundo High School (640 Main Street); Center Street School (700 Center Street) El Segundo Middle School (332 Center Street); School District Offices (641 Sheldon Street); Richmond Street School (615 Richmond Street); and Eagles' Nest Preschool (641 Sheldon Street). The foregoing properties shall be defined as the "District Facilities." District also operates and maintains certain improvements, including a ball field, turf areas, landscaping, lighting, utilities and other fixtures known as the Center Street School, located at 700 Center Street, El Segundo, which will be added to the District Facilities subject to City use pursuant to this Agreement. The City's Recreation and Parks staff will be in charge of scheduling and revenue responsibilities for the fields adjacent to the Center Street School.
- F. The aforementioned facilities are available for such uses as described in Recital A, when such use will not interfere with the owning party's use of the facilities.
- G. City and District have found that it will be in the public interest, economically and practically, to cooperate with each other in regard to the recreational use of the aforementioned facilities and, therefore, desire to enter into an agreement pursuant to the provisions of said Chapter 10 of the Education Code.
- H. City and District previously entered into that certain agreement governing the joint use of their facilities dated September 12, 1990, which was subsequently amended on August 21, 1991 and amended and restated pursuant to that certain agreement dated December 8, 1992. City and District also entered into that certain Funding Agreement dated September 21, 1999, which was amended on September 19, 2000, wherein City generally agreed to pay District \$250,000 annually to provide student services and maintain its facilities (the "Funding Agreement"). The Funding Agreement was subsequently superseded by that certain funding agreement between City and District dated June 19, 2001, as subsequently amended pursuant to that certain First Amendment to Agreement No. 2893, dated July 17, 2007; that certain Second Amendment to Agreement No, 2893, dated September 16, 2008; and that certain Third Amendment to Agreement No. 2893, dated March 23, 2011, and that certain Amended and restated Agreement dated September 19, 2012 which further extended the agreement through September 20, 2022. These agreements are collectively referred to as the "Prior Agreements."
- I. City is concerned with the continued quality of education, recreation and extracurricular activities that its residents, particularly its minor residents, receive and desires to provide support and collaboration to District for purposes of maintaining and enhancing the availability of these services.

- J. Such services benefit the youth of El Segundo by providing such youth with vital services that will lessen the need for City services such as police and park and recreation services and will result in better educated and healthier youth in the City.
- K. City believes that District's educational services play a critical role in providing the City with future citizens that will dedicate their time and knowledge to the community and thereby increase the quality of life in the City of El Segundo.
- L. The benefits provided to the District herein shall be in addition to in-kind and other contributions provided to the District by the City, which are anticipated to total approximately \$944,190 for fiscal year 2022-23. These in-kind services include, but are not limited to, the services approximately described on Exhibit A.
- M. City and District hereby seek to amend and restate the September 19, 2021, Amended and Restated Agreement and to add additional properties subject to the terms provided herein.

NOW, THEREFORE for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Term. This Agreement is for the term of ten (10) years, commencing on Sept. 21, 2022, and terminating Sept. 20, 2032. This Agreement may be renewed or extended upon mutual written agreement of the Parties. In the event either Party has any concerns or desires to amend the Agreement, including, but not limited to, adding or changing the respective responsibilities of the Parties, the Parties agree to meet in good faith to consider amending this Agreement as necessary to address the stated concern(s). Nothing herein shall be construed as requiring or obligating the Parties to accept any amendment. Instead, the Parties hereby agree to meet and discuss any potential amendments in good faith to determine if any such amendment is necessary and in the best interest of both Parties.

2. District's Use of City Facilities. City agrees to allow District to utilize the City Facilities for educational programs, events or uses, under the direction and supervision of District in accordance with a schedule acceptable to City and District, provided, however, that such scheduled use cannot at any time interfere with the use of the City Facilities or equipment for the regular conduct of City-authorized recreation programs, events or uses. District will have priority over non-City authorized recreation programs, events or uses in the scheduling of City Facilities.

3. City Use of District Facilities. District agrees to allow City to utilize the District Facilities for programs, events or uses, under the direction and supervision of City in accordance with a schedule acceptable to City and District; provided, however, that such scheduled use cannot at any time interfere with the use of the District Facilities or equipment for the regular conduct of school programs, events or uses. City will have priority over non-school programs, events or uses in the scheduling of District Facilities during periods when they are not used for school purposes.

4. Equipment and Personnel. Each party hereto agrees to conduct and supervise their respective programs, events and uses on the other party's facilities in conformance with their respective policies and budget limitations. It is agreed further in this regard, that the Parties must provide all expendable supplies and materials and must furnish and compensate all personnel necessary to conduct their respective programs and activities, except as may be mutually agreed upon by City and District from time to time during the terms of this Agreement and as provided by law. In the event any of the Facilities subject to this Agreement include equipment upgrades (such as scoreboards or lighting) that involve usage costs (such as electricity), the Parties may negotiate a pro-rata payment plan to address both Parties' respective use of such equipment through separate agreements between the District Contact and the City Contact, as established in Section 19 below.

5. Rules and Regulations. During the conduct of such programs and activities, each party may formulate and enforce such rules and regulations as are acceptable to the other party and necessary to maintain proper standards of conduct and safety on said facilities for all age groups.

6. Duty to Repair. Each party agrees to comply with all existing rules regulating their respective properties including, without limitation, cleanup after using the property. Each party must repair, cause to be repaired, or reimburse the other for the cost of repairing damage to said facilities occurring during the period of use by that party, except where such damage may be attributed to ordinary or reasonable use of such facility. Except as otherwise provided for in this Agreement, each party will be responsible for normal operation, maintenance and repair of its own buildings and facilities. It is understood that both Parties have the right in their respective sole and absolute discretion to make one or more of their facilities unavailable for use by the other party for purposes of repairing or making alterations to the facilities or because the facility is unfit for public use. In the event either party has concerns or requests regarding the repair or maintenance of any facilities subject to this Agreement, all such concerns or requests shall be addressed to, and resolved through, the District Contact and the City Contact as set forth in Section 19 below.

7. Alterations. Neither party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the other's prior written consent. This section shall not apply to the 615 Richmond Street Improvements.

8. Indemnification.

A. District's Indemnification. District must defend and hold City, its city council, officials, officers, agents and employees, free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District's use of the City Facilities or any building, facility or equipment located thereon,

B. City's Indemnification. City must defend and hold District, its Board of Education, officials, officers, agents and employees free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including

District property, arising out of City's use of the District Facilities or any building, facility or equipment located thereon.

9. Hazardous/Toxic Waste. Neither party has nor, to their knowledge, has any third party used, generated, stored or disposed of or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the District Facilities or City Facilities in violation of any law or regulation. The Parties agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. Signs. Neither party may place any sign upon the other's property without the owner's prior written consent. The requesting party must pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. Insurance.

A. District's Duty to Insure. District must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and District from and against any and all liability of City for damages arising out of or connected with use by District, its agents, employees, permittees, and students of the City Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing City as additional insured must be provided to City. Said certificate must provide that City will receive thirty (30) days' notice of cancellation of said policy.

B. City's Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance insuring and protecting City and District from and against any and all liability of District for damages arising out of or connected with use by City, its agents, employees, and permittees of the District Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing District as additional insured must be provided to District. Said certificate must provide that District will receive thirty (30) days' notice of cancellation of said policy.

12. Limitations on Use. Neither party may permit any person or organization to use any of the facilities, buildings or accessories thereto where such use is inconsistent with the provisions of federal, state or local laws, including without limitation, Section 10900 through 10916 of the Education Code of the State of California, the El Segundo Municipal Code, or adopted City or District policies.

13. Use Schedules. The Superintendent of the School District and the City Manager of the City, or their designees, are hereby authorized and directed by their

respective parties to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement which are consistent with the above-stated purposes.

14. Termination. Either party may terminate this Agreement at any time with or without cause upon written notification. By executing this Agreement, the Parties waive any and all claims for damages that may otherwise arise from early termination under this section.

15. Successors and Assigns. This Agreement is binding on the assigns, transferees and successors in interest of City and District whether said successor in interest is a unified school district or other political entity.

16. Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City. For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.

17. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter herein and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

18. Assignment. Neither party may assign this Agreement or its interest herein. Any such attempted assignment will be void.

19. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

District Contact

El Segundo Unified School District
641 Sheldon Avenue
El Segundo, CA 90245
Attn: Melissa Moore, Ed.D. Superintendent

City Contact

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

Either party may change its address for the purpose of this section by giving written notice of the change to the other party.

20. Acceptance of Facsimile Signatures. The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

22. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

23. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against either party hereto by reason of such party's being deemed to have drafted or structured such provision.

24. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. City's City Manager, or designee, may execute such amendment on behalf of City.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one instrument executed on the same date.

26. COVID-19 Considerations. The Parties hereby recognize that this Agreement is executed during the COVID-19 pandemic. In the event the use of any Facility subject to this Agreement is effected by the COVID-19 pandemic, including, but not limited to, any national, State, or local rule, guideline, or requirement limiting access or use to public properties or any information suggesting any Facility poses a risk to COVID-19 exposure, the Parties shall immediately contact each other through the contacts set forth in Section 19 above and work together to ensure compliance with any applicable COVID-19 related requirement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement by their officers duly authorized.

EL SEGUNDO UNIFIED SCHOOL DISTRICT

_____ [Signature]

_____ [Name]

_____ [Date]

CITY OF EL SEGUNDO

_____ [Signature]

_____ [Name]

_____ [Date]

MEDIA STUDIO AND EQUIPMENT JOINT USE, REIMBURSEMENT, AND LICENSE AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO UNIFIED SCHOOL DISTRICT

THIS JOINT USE, REIMBURSEMENT, AND LICENSE AGREEMENT AMENDMENT ("Amendment") is made and entered into this 21st day of September , 2022 ("Effective Date"), by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to the California Education Code ("DISTRICT"). The term "Party" will refer to either CITY or DISTRICT, and the term "Parties" will refer to both CITY and DISTRICT.

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:
 - A. DISTRICT owns the property located at 640 Main Street, El Segundo where El Segundo High School is located (the "Property").
 - B. A media room ("Media Room") is located on the Property in El Segundo High School Building K, as depicted in the attached Exhibit "A," which is incorporated by reference.
 - C. CITY and DISTRICT have previously entered into agreements providing for their joint use of the Media Room, and both seek to continue such use and refine the terms thereof through this Agreement for their mutual benefit.
 - D. DISTRICT seeks to grant CITY a license to enter the Property and access and use the Media Room pursuant to the terms of this Agreement.
 - E. The Parties find that it is in the public interest to enter into this Agreement for joint use of the Media Room at no cost.
2. **LICENSE.** Pursuant to the terms of this Agreement, the DISTRICT licenses CITY to use the Media Room. The Parties' actions are not, and should not be construed to be, a conveyance of a property interest or a lease; they are for licenses to use property only.
3. **TERM.** Except as otherwise provided, the term of this Agreement will be for ten (10) years from the Effective Date. Upon the Parties' mutual written agreement, the License may be renewed for additional time.
4. **MEDIA ROOM USE; CITY SERVICES TO DISTRICT; DISTRICT CLEANING.**
 - A. CITY may use the Media Room, at no cost to the CITY, in accordance with a mutually agreeable Media Room use schedule ("Use Schedule") that the Parties will develop and set forth in writing. The Parties respectively authorize the City Manager and Superintendent, or their designees, to establish and subsequently amend, as needed, the Use Schedule in order to effectuate this Agreement's purposes. The DISTRICT may reserve usage of the Media Room for various student uses through the Use Schedule. Any such DISTRICT student use will involve supervision by DISTRICT

staff. The Parties will work together in good faith to ensure the Use Schedule meets both Parties' needs and consider changes to the agreed upon Use Schedule to meet the Parties' needs.

- B. As consideration for use of the Media Room, CITY will provide production, editing, and graphic design services ("Media Services") for the DISTRICT for the events identified in Exhibit "B," which is attached and incorporated by reference.
 - C. Notwithstanding Section 4.B. above, CITY may, at its discretion, provide additional Media Services requested by DISTRICT so long as DISTRICT reimburses CITY costs. DISTRICT agrees to reimburse such actual CITY costs for its provision of Media Services within 15 days of receipt of an invoice from the CITY that must detail reasonable costs incurred. DISTRICT'S failure to timely reimburse CITY for its Media Services will constitute a material breach of this Agreement.
 - D. The Parties agree not to delay, interfere, or otherwise obstruct the other Party's scheduled use under the Use Schedule.
 - E. CITY use of the Media Room may be for public, educational, recreation, or any general municipal use.
 - F. CITY may store its equipment needed to utilize the Media Room during the term of this Agreement.
 - G. DISTRICT will cause the Media Room to be regularly cleaned to ensure its clean and orderly condition. The Media Room must be cleaned at least [REDACTED] per week.
5. **EQUIPMENT USE.** The Parties must only utilize equipment that it owns during any permitted use scheduled under the Use Schedule. A Party may only use the other Party's equipment upon the written consent of the Party that owns such equipment. Notwithstanding any provision in this Agreement to the contrary, a Party will be liable for repair or replacement costs for equipment belonging to the other Party that it damages or destroys, whether such use was authorized or unauthorized. In the event any equipment is damaged, the Party responsible for such damage, shall take all actions necessary to immediately repair or, if necessary, replace the damaged equipment upon written notice from the other Party.
6. **TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, upon written notification. Termination will be effective 120 days after the terminating Party's transmittal of its termination notification.
7. **INDEMNIFICATION.**
- A. City indemnifies, will, defend, saves, and holds District, its elected, and appointed officials, employees, and agents harmless from all claims or liability from personal injury, death, property damage, or any other damages including, without limitation to suits for defamation, intentional infliction of emotional distress, and violation

of civil rights arising from City's operations of the Media Room including, without limitation, its use of the Media Room to produce or distribute broadcasts over any public media. CITY's duty to defend and indemnify DISTRICT extends to claims or liabilities arising from the acts or statements of persons using the Media Room with the City's permission or authority

B. District indemnifies, will, defend, saves, and holds City, its elected and appointed officials, employees, and agents harmless from all claims or liability from personal injury, death, property damage, or any other damages including, without liability from personal injury, death, property damage or any other damages including, without limitation to suits for defamation, intentional infliction of emotional distress, and violation of civil rights arising from District's operations of the Media Room including, without limitation, its use of the Media Room to produce or distribute broadcasts over any public media. CITY's duty to defend and indemnify DISTRICT extends to claims or liabilities arising from the acts or statements of persons using the Media Room with the District's permission or authority.

C. It is expressly understood and agreed that the foregoing provisions will survive the termination of this Agreement.

8. **INSURANCE.** Each Party will maintain its own insurance and insurance against its own acts or omissions.

9. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications are permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party will be in writing and will be deemed served when personally delivered to the other Party to whom they are directed, or in lieu of personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

DISTRICT at:

El Segundo Unified School District
641 Sheldon Street
El Segundo, California 90245

or to CITY at:

City of El Segundo
350 Main Street
El Segundo, California 90245

10. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed

when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

11. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.
12. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.
13. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and DISTRICT respecting the Property, the use of the Property by DISTRICT, and the specified term, and correctly sets forth the obligations of CITY and DISTRICT. Any agreement or representations respecting the Property or its licensing by CITY to DISTRICT not expressly set forth in this instrument are void.
14. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
15. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
16. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL SEGUNDO

EL SEGUNDO UNIFIED
SCHOOL DISTRICT

Darrell George,
Interim City Manager

Melissa Moore,
Superintendent

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez,
Deputy City Attorney

EXHIBIT "A"
MEDIA ROOM

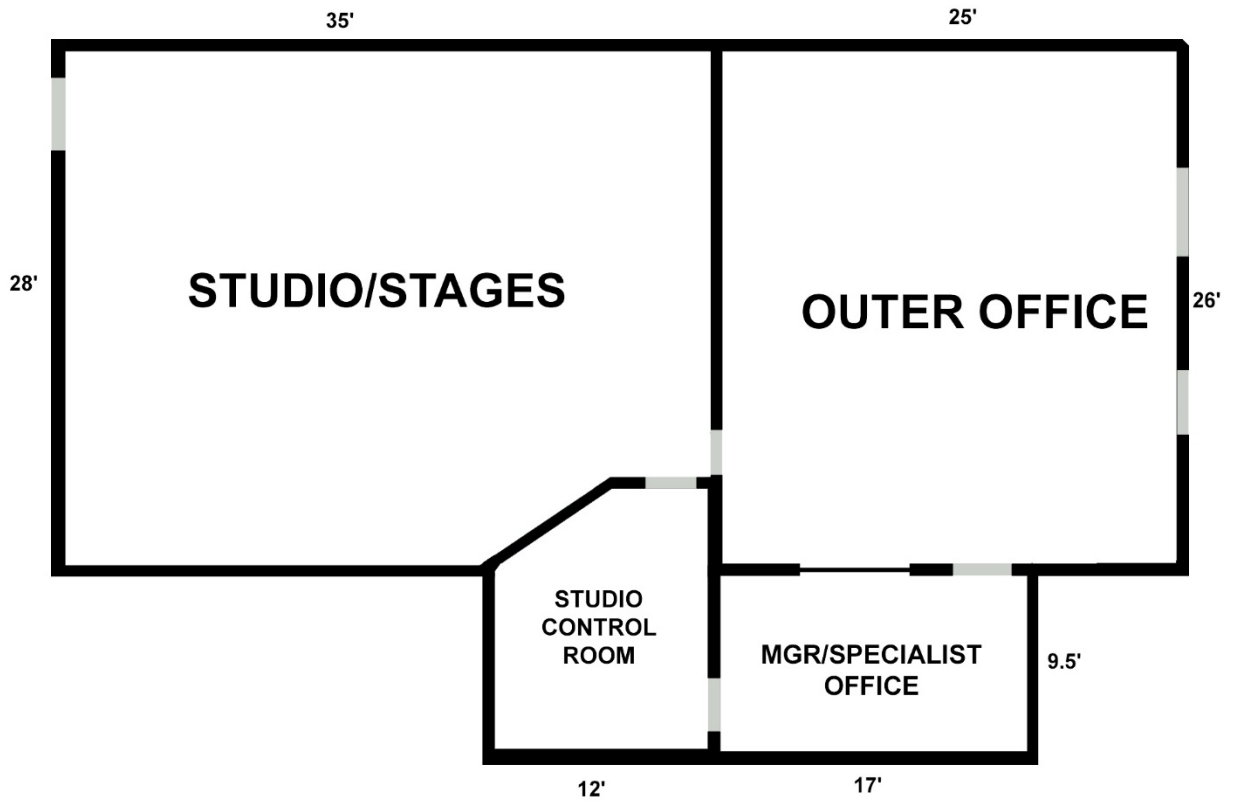


EXHIBIT "B"
DISTRICT EVENTS FOR CITY MEDIA SERVICES

1. El Segundo High School Homecoming Football Game
2. "Quick Hits" Program Highlighting Home Football Games
3. El Segundo High School Orchestra Winter Concert
4. El Segundo Middle School Orchestra Winter Concert
5. El Segundo High School Choir Winter Concert
6. El Segundo Middle School Choir Winter Concert
7. El Segundo High School / El Segundo Middle School Combined Winter Concert
8. El Segundo High School Spring Sing
9. El Segundo High School Orchestra Spring Concert
10. El Segundo Middle School Spring Choir Concert
11. El Segundo High School Graduation
12. El Segundo Middle School Graduation
13. Arena High School Graduation
14. Richmond Street School Spring Concert
15. Center Street School Spring Concert
16. Richmond Street School Winter Concert
17. Center Street School Winter Concert
18. El Segundo High School Sports Playoff Games (as needed – home games only)
19. Good news reports from ESUSD Superintendent to incorporate into City News Briefs
20. ESUSD collaborative safety message with City Representative, when needed



FIFTH AMENDMENT TO MOU NO. 3766
BETWEEN THE CITY OF EL SEGUNDO AND
THE EL SEGUNDO UNIFIED SCHOOL DISTRICT
FOR LIBRARY SERVICES

THIS FIFTH AMENDMENT (“Amendment”) is made and entered into this 21st day of September, 2022, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California (“CITY”), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to the California Education Code (“DISTRICT”).

RECITALS

- A. CITY and DISTRICT previously entered into that certain Memorandum of Understanding regarding Library Services dated October 16, 2007 (the “MOU”).
- B. On or about October 16, 2012, the CITY and DISTRICT entered into a First Amendment to the MOU which extended the term of the MOU to October 16, 2022.
- C. On or about July 1, 2015, the CITY and DISTRICT entered into a Second Amendment to the MOU which further extended the term to June 30, 2025 and revised the terms of the library staff provided by the CITY.
- D. On or about September 22, 2020, the CITY and DISTRICT entered into a Third Amendment to the MOU which dictated the operations of public library services, including school district operations, during the Coronavirus (COVID-19) pandemic.
- E. On or about October 5, 2021, the CITY and DISTRICT entered into a Fourth Amendment to the MOU which reverted to the terms of the Second Amendment and added terms for terminating the MOU.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and the MOU, the Parties agree as follows:

1. Existing Section 2.08.A is deleted and a new Section 2.08.A is added to read as follows:
 - A. Provide Library Assistant level positions at Center Street School, Richmond Street School, Middle School and High School libraries, with the flexibility to add or decrease staff hours if approved by the DISTRICT School Board and agreeable by the CITY; and,
2. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of MOU No. 3766 and the Second Amendment to No. 3766 will remain the same.

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

CITY OF EL SEGUNDO

EL SEGUNDO UNIFIED SCHOOL DISTRICT

Darrell George
Interim City Manager

Melissa Moore,
Superintendent

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

Update of City Committees, Commissions, and Boards Bylaws

RECOMMENDATION:

1. Approve the proposed update to El Segundo's Committees, Commissions, and Boards bylaws to make them uniform.
2. Require all members of CCB's to attend training with the City/Deputy City Attorney on Rules of Parliamentary Procedure & Code of Conduct.
3. Approve the name change from the Environmental Committee to the Public Works Sustainability Committee.
4. Approve the Diversity, Equity, & Inclusion Committee Meeting time change from 4:30 p.m. to 6:00 p.m.
5. Alternatively, discuss and take other action regarding this item.

FISCAL IMPACT:

The proposed recommendations will result in expenditure/budget savings, reduced duplication of effort, more efficient use of staff time, and improved implementation of the City's Strategic Plan.

BACKGROUND:

At the January 18, 2022, El Segundo City Council Meeting, a staff report was presented that highlighted El Segundo's Committees, Commissions and Boards (CCB's). City Council directed staff to take a closer look at the bylaws of the nine CCB's and make recommendations on how to make all of the City CCB's uniform in their operations. The staff have a series of recommendations for the Council to make all of the CCB's uniform. City staff received input from each CCB liaison, department directors, individual council members, and staff to update the Bylaws.

DISCUSSION:

Staff received recommendations from each CCB liaison, department directors, and council members, in order to make updates to ensure all City of El Segundo CCB Bylaws are consistent and uniform.

The following language should be included in each CCB set of Bylaws:

Appointment Authority:

Candidates will be reviewed and recommended by the CCB Chair & Vice Chair, and the subsequent interviews and appointments will be made by the City Council.

Removing a Member:

All board and committee members shall serve at the pleasure of the City Council and may be removed at any time, and without cause, by a majority vote of the City Council.

Removing a Member because of absences:

When any member has three or more consecutive absences, or a total of 6 or more within a 12-month period, the member's seat could be deemed vacant.

Removing a Member based on conduct:

The CCB Chair and Council Liaison can make a recommendation to City Council to remove a member based on conduct, and that member could be removed by a majority vote of the City Council.

Conduct at Meetings:

Meetings will be conducted based upon the latest edition of Robert's Rules of Order (or similar rules of parliamentary procedure, e.g. Rosenberg's Rules of Order). Where there is a conflict between the parliamentary guidelines and these Bylaws, the Bylaws should have precedence. Failure to strictly follow parliamentary guidelines shall not invalidate an action of the Committee.

Staff Support:

The board or commission Staff Liaison shall confer with the department head to determine if a request for research by the Committee requires extra dedication and staff time that may not be available.

Sunset/Dissolution of a CCB:

The City of El Segundo CCB could either be dissolved or sunset in the same way it was established or authorized. CCB Authorization Sources:

- Planning Commission (California Code)
- Recreation & Parks Commission (City Resolution)
- Senior Citizen Housing Corp. Board (Council Vote)
- CIPAC Advisory Committee (Council Vote)
- Library Board of Trustees (California Code)
- Investment Advisory Board (City Resolution)
- Public Works Sustainability Committee (Council Vote)
- Arts & Culture Advisory Committee (Council Vote)
- Diversity, Equity, & Inclusion Committee (Council Vote)

CCB Recess:

A CCB can be placed on a short or extended recess by a majority vote of the City Council. City Council could determine if a recess is necessary based on a CCB's workload and progress (or lack thereof) towards accomplishing assigned Council objectives.

Additional Items for Discussion:

The following items were identified for Council discussion based upon additional staff and Council interviews.

Hold a yearly joint meeting between all CCBs and City Council.

Based upon the following timeline create a uniform onboarding process. Currently, new Board members and Commission members are appointed throughout the year. It is proposed that the Council sets a one-time (or twice) a year date where candidates are interviewed, an appointment date is set, orientation is held, candidates attend required training, and sign the Annual Board Expectation Statement and Roles & Responsibilities.

Consider reducing the term length of all CCB members to 2 years. (Excluding Planning & Library Board of Trustees)

Consider removing meeting times from the Bylaws, and allow each commission to set its own date and time.

Next Steps:

Upon Council direction, staff will direct the CCB liaisons to implement all approved changes to each individual set of CCB Bylaws.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1. Enhance Customer Service, Diversity, Equity, Inclusions and Communications

Objective 1A: El Segundo provides unparalleled service to all customers.

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

PREPARED BY:

Portland Bates, Sr. Analyst

REVIEWED BY:

Darrell George, City Manager

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Attachment A (CCB Overview)
2. Attachment B (CCB Responsibilities)

**City of El Segundo
Committees, Commissions, & Boards**

No.	Name	Date Established	Authorization Source	Member Range	Member Requirements	Term	Compensation	Meetings Dates
1	Planning Commission	08/20/46	CA Code Sec. 65100-65106 & City Ord #300	5	Resident	4 Years	\$50 per meeting	2nd & 4th Thursday of the month
2	Recreation & Parks Commission	05/14/56	City Resolution # 1618	5	Resident	4 Years	\$50 per meeting	3rd Wednesday of the month
3	Senior Citizen Housing Corp. Board	01/01/84	City Council Vote in 1984	5	Resident	4 Years	None	4th Wednesday of the month
4	CIPAC Advisory Committee	08/15/89	City Council Meeting Minutes 09/03/1991	5	Combination	4 Years	None	As needed in March, April, May
5	Library Board of Trustees	12/04/90	CA ED Code 18910 & City Resolution #3665	5	Resident	3 Years	None	2nd Tuesday of the month
6	Investment Advisory Committee	06/02/92	City Resolution # 3764	4	Combination	4 Years	None	3rd Tuesday Quarterly
7	Environmental Committee	02/06/08	Council Vote 2/6/2008	7	Combination	4 Years	None	1st Friday of the month
8	Arts & Culture Advisory Committee	08/02/16	Council Vote 8/2/2016	7 to 11	Combination	3 Years	None	4th Tuesday of the month
9	Diversity, Equity, & Inclusion Comm.	06/16/20	Council Vote 6/16/2020	5 to 9	Combination	3 Years	None	2nd Wednesday of the month

*CCBs listed in chronological order

*Member Requirements, Combination: Department Directors, Residents, Business Representatives, El Segundo Students, Individuals Vested in the Arts

**City of El Segundo
Committees, Commissions, & Boards**

No.	Name	Purpose & Duties
1	Planning Commission	Provide land use recommendations as prescribed by State and local laws
2	Recreation & Parks Commission	Provide recommendations on rec. programs, parks, parkways, street trees, & other matters
3	Senior Citizen Housing Corp. Board	Provide oversight of PV Sr. Housing Project man. co., set annual rents, & related matters
4	CIPAC Advisory Committee	Assist staff in review of proposed annual Capital Improvement Program Budget
5	Library Board of Trustees	Provide input on library services/programs & Library's Annual Report to the State Librarian
6	Investment Advisory Committee	Advise City Council & City Treasurer on investment of the City's idle funds
7	Environmental Committee	Review environmental programs & make recommendations
8	Arts & Culture Advisory Committee	Provide input on A & C Master Plan, public art selection, events, & public art programs
9	Diversity, Equity, & Inclusion Comm.	Provide recommendations on four initial study topics

*CCBs listed in chronological order



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Committees, Commissions and Boards
Presentations

Item Number: E.7

TITLE:

Diversity, Equity and Inclusion Committee Local Economy Report

RECOMMENDATION:

1. Receive and file the Diversity, Equity and Inclusion Committee Local Economy Report.
2. Direct staff to work with the Diversity, Equity and Inclusion Committee to implement recommended activities.

FISCAL IMPACT:

There will be direct and indirect fiscal impacts to the City's General Fund, including staff time and possibly funds for additional business community engagement activities. These costs will likely be absorbed in the FY 2022-2023 General Fund Budget. If there are greater financial needs, staff will return to City Council for separate budget appropriation requests.

BACKGROUND:

At its June 16, 2020 meeting, City Council directed staff to establish a new Diversity, Equity, and Inclusion (DEI) Committee to address El Segundo residents' concerns about local racial diversity issues, inclusion, police policy, experiences at local schools, and other matters.

City Council asked the DEI Committee to focus on the following study topics:

1. Citywide Organization (including a review of City government policies, practices, training, diversity, etc.)
2. Public Safety (including a review of Police Department policies, practices, training, diversity, and future direction)

DEI Committee Local Economy Report

August 16, 2022

Page 2 of 2

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, practices, training, etc.)

The DEI Committee established four subcommittees to research each of the study topics above and report findings and recommendations to City Council.

DISCUSSION:

The attached DEI Committee Local Economy Report includes a summary of research conducted, actions taken, key findings, and recommendations for City Council's consideration.

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:

Diversity, Equity and Inclusion Committee - Local Economy Subcommittee

REVIEWED BY:

Barbara Voss, Deputy City Manager
Portland Bates, Management Analyst

APPROVED BY:

Diversity, Equity and Inclusion Committee

ATTACHED SUPPORTING DOCUMENTS:

1. Diversity, Equity and Inclusion Committee - Local Economy Report

City of El Segundo
Diversity, Equity & Inclusion Committee
Local Economy Report
August 16, 2022

City Strategic Plan

The DEI Local Economy Subcommittee has completed its evaluation of the local economy. This report includes several recommendations for City Council’s consideration, in accordance with Goal 1 of the City’s strategic plan.

Strategic Plan – Goal
Goal 1. Enhance Customer Service, Engagement and Communications; Embrace Diversity, Equity, and Inclusion

The evaluations and recommendations that are presented in this Local Economy Subcommittee report align with the City of El Segundo’s Strategic Plan by adhering to the following Strategic Plan objectives:

Strategic Plan Objectives

- El Segundo provides unparalleled service to all customers.
- El Segundo’s engagement with the community ensures excellence.

Realizing these Strategic Plan objectives will support the City’s efforts to attract and retain businesses that innovate in the DEI space, which will lead to a more diverse population of residents along with a more prosperous business community.

Overview

1. Local Economy Subcommittee: Overview & Takeaways
 2. Local Economy Learnings, Highlights, & Recommendations
 - A. Talent Acquisition
 - B. Representation & Training
 - C. Corporate Culture/Community Outreach
 - D. Opportunities to Partner & Promote Local Business Leaders
 3. Conclusion & Next Steps
-

DEI Local Economy Subcommittee: Overview & Takeaways

When we analyze various marginalized communities, we notice an emphasis on social disruption and change. Yet, many would argue that the economic effects of racism, sexism, homophobia, etc., are far more pervasive and long lasting. Upward economic mobility is difficult for all; and moreover, members of the aforementioned demographics tend to be less likely to break the proverbial “glass ceiling.”

Therefore, it is prudent to conduct a review of the local economy here in El Segundo to ascertain what best practices are being utilized so that the City can review and enact these measures to help all employees reach their personal and career goals.

This report includes the results, actions and recommendations from the Public Safety Subcommittee’s review over the past year.

AREAS OF FOCUS

1. Review of El Segundo private sector employer DEI best practices with recommendations on how the City organization could emulate and implement these Best Management Practices (BMPs).
2. Increase awareness in the region of El Segundo’s commitment to Diversity, Equity, and inclusion through panel forums and other activities, highlighting local companies who are leaders in the space.
3. Sub-committee next steps: To identify potential challenges that could dissuade either new businesses from being established in El Segundo or existing companies moving to the City.

KEY TAKEAWAYS

1. El Segundo has a vibrant business community with several companies that are making positive strides towards hiring and retaining diverse talent.
2. Diversity is a core element of focus for the El Segundo Economic Development Corporation.
3. The lack of adequate housing and childcare continue to pose challenges towards attracting more employees who would like to work and live in El Segundo.

Local Economy Learnings, Highlights & Recommendations

A. Talent Acquisition

What did we learn?

- One of the biggest challenges employers face is a lack of access to a diverse talent pool.
- El Segundo has several employers who are making great strides.
- Diversity and inclusion in talent acquisition must be emphasized and prioritized from the CEO down to the various hiring managers and human resources officers.

AT&T

Voted a top company for talent acquisition - women of color by *Diversity Inc.*; focus on recruiting diverse talent including people of color, veterans, women and people with disabilities; Offer free business certifications, internship programs and innovation challenges for underrepresented groups (AT&T, n.d.).

Chevron

Emphasis on partnerships with historically Black colleges and Universities specifically for STEM. Partner with diversity associations such as the National Society of Black Engineers (NSBE), the American Indian Science and Engineering Society (AISES), the Society of Hispanic Professional Engineers (SHPE), Great Minds in STEM, Society of Women Engineers (SWE), INROADS, and the National Action Council for Minorities in Engineering (NACME) to develop programs that will help provide internship and full-time opportunities for students. Also Diversity Scholarship Program through seven partner orgs, and work with SEEK (Summer Engineering Experience for Kids) to increase elementary school students aptitude in STEM (Chevron Products Company, n.d.).

NEXT STEPS

1. Work with Citywide Organization Subcommittee to continue to explore and analyze the recruiting avenues being utilized by the City to attract top employees from all backgrounds.

B. Representation & Training

What did we learn?

- Several of El Segundo's top employers are more diverse than the employee population in Los Angeles County.
- Training is critical to make sure all employees have the necessary skills to thrive in a diverse workforce.
- Unconscious Bias training at the City of El Segundo can be used as a gateway to explore deeper DEI topics.

Los Angeles Times

- Assistant managing editor for culture / talent building tailored mentorship and training offerings for staff.
- All executive leaders attended four-week (virtual) training: Becoming an Anti-Racist Leader, Strategies and Action Steps for a More Inclusive Workplace (Dr. Harper/Dr. Walden).
- All managers assigned six-part online training on Inclusion for Managers, 98% complete.
- All managers in newsroom/business areas undertaking mandatory recruitment and unconscious bias training.
- All managers across the organization underwent mandatory performance management training in Spring 2020.
- All other employees taking live, facilitated training "The Art of Inclusive Communication" from National Conflict Resolution Center (Los Angeles Times, n.d.).

NEXT STEPS

1. Review 2022 demographics for the City of El Segundo organization and compare to previous years to see how it is trending.
2. Work with Citywide Organization Subcommittee to explore and recommend additional training opportunities for employees at all levels.

C. Corporate Culture/Community Outreach

What did we learn?

- A corporate culture that allows for minority workers to be given access to promotions, paid equally and empowering them to share their experiences without retaliation can create a sense of belonging among employees of underrepresented communities (Gonzales, n.d.).
- Culture extends outside of the company by seeking to purchase and partner with supply chains owned by women and people of color (Chevron - \$650M goods and services purchased from either female or minority owned businesses).
- Employers who embrace a strong DEI culture look to make sure every employee is valued in the organization (Mattel 100% pay equity across ethnicity and gender).

The Aerospace Corporation

- Extremely impressive culture focused on DEI.
- Advocated for the employees with a groundbreaking meeting with ESPD in 2021.
- Steve Isakowitz, CEO of The Aerospace Corporation, sets the tone with brilliant top-down leadership focused on DEI (also a big DEI advocate in the El Segundo Economic Development Corporation).
- Committee for Equality made up of senior leadership is held accountable for progressing Aero's DEI goals.
- The Aerospace Corporation holds forums for safe space conversations and has employee resource groups.
- The Aerospace Corporation invests in programs that will aim to increase mentorships and sponsorships, and to nurture Black talent; K-12 STEM Outreach and Community Outreach programs will focus on nurturing young talent in traditionally underserved communities, while increasing community engagement and dialogue (The Aerospace Corporation, n.d.).

NEXT STEPS

1. Work with Citywide Organization Subcommittee to explore establishing a committee similar to the Committee for Equality with senior leadership at the City.
2. Work with Public Safety Committee to promote ESPD's open door policy with employers to discuss further partnerships to enhance public safety community relations.

D. Opportunities to Partner and Promote Local Business Leaders

“Leadership Conversations” Panel Discussion July 15, 2021

I’m sitting here today as a representative of the United States military because I wholeheartedly believe, and I believe that history shows that initiatives and programs that we instill about Diversity and Inclusion makes us a stronger organization...without diversity at SMC we fail our mission; and that’s unacceptable to us.

General John Thompson

On July 15, 2021, our El Segundo DEI Committee Chair, Shad McFadden moderated a panel discussion with Steve Isakowitz, CEO of the Aerospace Corporation and Lieutenant General John Thompson, Commander of US Space Force - Space Systems Command.

The hour-long conversation started with Mr. Isakowitz and General Thompson giving thorough and in-depth definitions of diversity. They both stressed that to “win” in either the public or private space it is critical to foster a diverse environment that allows for the growth of every employee. General Thompson continued with urging all leaders to engage in the uncomfortable conversations that help grow awareness.

The conversation then pivoted to specific initiatives to foster the growth of DEI in the workspace. Mr. Isakowitz talked about strategic initiatives:

- Recruitment (committing to recruiting in diverse areas)
- Retention (making sure all employees feel valued at the organization)
- Representation (being able to see themselves in the senior management of the company)
- Community Outreach (connecting outside the walls to promote DEI efforts)
- Education and Training (focus on Unconscious Bias)

The conversation ended with how the City could partner with local businesses that embrace DEI and both panelists stressed that the City could be a powerful conduit to be a platform for discussion and sharing best practices in the space.

These discussions provide a powerful opportunity to brand El Segundo as the leader in DEI in the South Bay and in Southern California. They allow for our local business leaders to demonstrate what has been working for their organizations and why El Segundo is the place to make diversity thrive.

I attended your Diversity, Equity, and Inclusion Journey presentation yesterday on behalf of the Federal Air Marshal Service and Assistant Supervisory Air Marshal in Charge Alana Bell. I wanted to extend my gratitude for hosting such a great event. The speakers had some really profound and innovative programs and ideas, as well as the City of El Segundo. I have worked with TSA and the Air Marshals over the last couple of years to help expand our D&I programs and this was a very educational hour for me to listen in. If there’s a way to get a copy of the recorded session to share with our workforce, I would greatly appreciate it.

We are proud to be professional members of the El Segundo community and I hope there are further opportunities to partner on initiatives moving forward. Thank you again and please find our contact information below.

Julie Comeau
Assistant Federal Security Director Law Enforcement - Department of Homeland Security

NEXT STEPS

1. Host DEI-themed discussions that are happening throughout Southern California.

Conclusion & Next Steps

The DEI Local Economy subcommittee seeks to move towards working with the City to execute on its recommendations. Additionally, the committee would like to explore and make recommendations to alleviate some of the potential barriers employers and employees have when considering El Segundo as a destination.

NEXT STEPS

1. Work with Citywide Organization to explore business mentorship and scholarship opportunities.
2. Continue dialogue with the El Segundo Economic Development Corporation to identify potential opportunities for collaboration.
3. Work with Community at Large Subcommittee to explore the impact of the lack of housing supply and childcare resources on diversity in the city.

SUMMARY OF RECOMMENDATIONS

	TOPIC	ACTION ITEM
1.	Talent Acquisition	Create a diversity tab on www.elsegundo.org with a video with council members, city manager, and other key stakeholders with a theme of valuing diversity.
2.	Representation & Training	Given the increasing number of seniors in the workforce, work with the City of El Segundo to explore training opportunities regarding multi-generational teams, possibly in partnership with the Age-Friendly City designation effort that is currently underway.
3.	Representation & Training	Add links between HR to DEI Committee page(s) on the City's website.
4.	Corporate Culture/Community Outreach	Review with Citywide Organization the viability of a City of El Segundo employee in-house session(s)/focus group(s).
5.	Opportunities to Partner and Promote Local Business Leaders	City of El Segundo set a goal to host one panel discussion and/or presentations on DEI topics in the workplace which would feature businesses large and small that embrace DEI.



City Council Agenda Statement

Meeting Date: August 16, 2022

Agenda Heading: Committees, Commissions and Boards

Presentations

Item Number: E.18

TITLE:

El Segundo Senior Citizens Housing Corporation Board's State of the Union Presentation on Park Vista and Associated Proposed Actions

RECOMMENDATION:

1. Receive annual presentation from the Board of the Senior Citizens Housing Corporation.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact to Park Vista's net operating budget as a result of the Board's proposed 2% to 3% increase to parking rates and rental rates, immediately or phased, are outlined in the attached Financial Scenario Comparisons.

BACKGROUND:

The El Segundo Senior Citizens Housing Corporation Board is currently comprised of five members (President Paul Lanyi, Paula Rotolo, Denise Fessenbecker; Julia Newman; and Tim Whelan). The Board meets monthly, providing oversight of the City's Park Vista senior housing facility.

DISCUSSION:

It has been the Board's practice to annually provide City Council a presentation on the status of Park Vista. Outlined in the attached presentation, the Board intends to inform Council of major decisions made in 2021; make Council aware of foreseeable challenges arising in the future; and seek direction regarding rental rates, options to close the future financial gap; and, alternate funding sources to ensure Park Vista continues providing lower-cost housing to senior El Segundo residents.

Park Vista Senior Housing Board Report

August 16, 2022

Page 2 of 2

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.

PREPARED BY:

Michael Allen, AICP, Development Services Director

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Darrell George, City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Park Vista Status Report Presentation

Park Vista: State of the Union

Paul Lanyi for the PV Board
August 9, 2022

Overview

Background

Current State

Future Challenges

Options

Board Discussions/Decisions

City Council To Consider

— Park Vista Background

- Senior living facility
- Built in 1987
- 97 residential units (33 singles and 64 one bedrooms)
- Rent for **new** rentals at 60% of market rate per month
 - 1 bedroom = now, \$1142 vs \$960/month last year
 - Studio = now \$846 vs \$705/month last year

— Park Vista Background (2)

- On average 4 units turn each year
- Approximately 65% of 97 units not paying 50% of market rates
 - Some residents have been at PV for 30 years
 - Others, average tenure 15 - 20 years
- Annual rent increases of 1 - 2% have been passed ~75% of the time in the past 15 years by the Board

— Park Vista Background (3)

- Large unanticipated expenses e.g. \$50K mandatory earthquake insurance are challenging. Just learned about mandatory balcony inspections. Costs are TBD.
- Held first joint Future discussion in 2019 with the City including Public Works, Finance, The Cadman Group and members of the Board
 - Reviewed Capital Replacement Reserves Report vis a vis finances

— Park Vista Background (4)

According to a recently provided Plan of Operations, PV must be self-sufficient

5. RENTAL RATES

In keeping with the intent of the City Council in the development of the Senior Housing Project, and to provide a quality living opportunity at the lowest possible cost, a range of rental fees has been established. These rates were designed to reflect a realistic approach in the operational needs of the property, ensure a proper operating budget and maintain an appropriate maintenance reserve.

The rental schedules established for Park Vista reflect the cost necessary to meet (a) the annual operating budget for the current year of operation, (b) an appropriate operational reserve, and (c) a sinking fund to be known as the "Replacement Reserve" for the replacement of major components of the property, (appliances, roof, carpet, etc.) over an assumed 3 to 30 year life.

- In the past PV offered rental rates at 50% of market rate intending to
 - Cover operational costs
 - Keep an appropriate reserve
 - Maintain a sinking fund/replacement reserve

— Current Status

- 1 vacant unit as of August 2022 due to the passing of a tenant
- COVID-19 healthy
- PV holds ~\$1.5M in financial reserves (not including 504 funds)
- Three new board members joined



Tim Whelan



Denise Fessenbecker



Julia Newman

— Future Challenges

- \$3.5M worth of projects identified in City Capital Replacement Reserves Report to be accomplished by 2031, \$2.3M by 2027
- Park Vista, under current practices and plans and using Senior Housing Fund 504 (controlled by the City) will stay within the City Finance recommended reserves until 2034
 - This assumes that the ~\$900K of 504 funds will only be used for Park Vista
 - If they are not, Park Vista would fall below City recommended reserves
 - This also assumes no unidentified additional capital improvements will be pop up and be required

— In Place

- ✓ Increased rents on current residents by 2%
- ✓ Increased rents on new rentals to 60%
- ✓ Increased internal transfer rental rates
- ✓ Increased parking rates Jan 1, 2022 for this year
 - \$20/\$25/\$30@month after decades of no increase

Financials

Park Vista 20-year Forecast

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Revenue	\$810,062	\$895,752	\$960,356	\$1,005,358	\$1,062,006	\$1,122,336	\$1,185,097	\$1,249,113	\$1,314,409	\$1,381,012	\$1,448,946	\$1,518,239	\$1,588,918	\$1,661,010	\$1,734,544	\$1,809,549	\$1,886,054	\$1,964,089	\$2,043,685	\$2,124,872	\$2,207,684
Expenses	(\$682,040)	(\$710,466)	(\$735,266)	(\$761,130)	(\$788,029)	(\$816,022)	(\$845,130)	(\$875,415)	(\$906,930)	(\$939,729)	(\$973,867)	(\$1,009,418)	(\$1,046,430)	(\$1,084,956)	(\$1,125,078)	(\$1,166,865)	(\$1,210,394)	(\$1,255,741)	(\$1,302,988)	(\$1,352,222)	(\$1,403,472)
Net	\$128,022	\$185,286	\$225,090	\$244,228	\$273,977	\$306,315	\$339,967	\$373,698	\$407,479	\$441,283	\$475,078	\$508,821	\$542,488	\$576,054	\$609,466	\$642,684	\$675,660	\$708,348	\$740,696	\$772,650	\$804,212
Capital Expense	(\$60,000)	(\$649,501)	(\$668,985)	(\$26,250)	(\$35,272)	(\$604,171)	(\$234,868)	(\$654,881)	(\$131,319)	(\$380,436)	(\$26,250)	(\$956,539)	(\$956,539)	(\$575,076)	(\$704,720)	(\$761,387)	(\$770,242)	(\$588,117)	(\$250,000)	(\$250,000)	(\$250,000)
Transfer in From Fund 504	\$60,000	\$0	\$0	\$26,250	\$35,272	\$0	\$234,868	\$0	\$131,319	\$0	\$26,250	\$125,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Return to Equity	\$128,022	(\$464,214)	(\$453,895)	\$244,228	\$273,977	(\$297,856)	\$339,967	(\$281,183)	\$407,299	\$60,847	\$475,078	(\$322,718)	(\$314,051)	\$100,978	\$4,747	(\$118,703)	(\$94,582)	\$120,232	\$490,696	\$522,650	\$554,212
Beginning Equity	\$1,600,000	\$1,728,022	\$1,263,808	\$809,912	\$1,054,140	\$1,328,118	\$1,030,261	\$1,370,229	\$1,089,045	\$1,496,344	\$1,557,191	\$2,032,270	\$1,709,552	\$1,395,501	\$1,496,478	\$1,501,225	\$1,382,522	\$1,287,940	\$1,408,172	\$1,898,869	\$2,421,519
Ending Equity	\$1,728,022	\$1,263,808	\$809,912	\$1,054,140	\$1,328,118	\$1,030,261	\$1,370,229	\$1,089,045	\$1,496,344	\$1,557,191	\$2,032,270	\$1,709,552	\$1,395,501	\$1,496,478	\$1,501,225	\$1,382,522	\$1,287,940	\$1,408,172	\$1,898,869	\$2,421,519	\$2,975,731
City's 504 Fund (\$960,000 in 2021)	\$900,000	\$900,000	\$900,000	\$873,750	\$838,478	\$838,478	\$603,610	\$603,610	\$472,471	\$472,471	\$446,221	\$321,221	\$221,221	\$121,221	\$21,221	\$21,221	\$21,221	\$21,221	\$21,221	\$21,221	\$21,221
Total Funds Available to Park Vista	\$2,628,022	\$2,163,808	\$1,709,912	\$1,927,890	\$2,166,596	\$1,868,739	\$1,973,839	\$1,692,655	\$1,968,815	\$2,029,662	\$2,478,491	\$2,030,773	\$1,616,722	\$1,617,699	\$1,522,446	\$1,403,743	\$1,309,161	\$1,429,393	\$1,920,090	\$2,442,740	\$2,996,952
Recommended Reserve: 10% of operating expense + 2 years of capital Over or (under) recommended reserves	\$777,705	\$1,389,533	\$768,762	\$137,635	\$718,246	\$920,641	\$974,262	\$873,742	\$602,448	\$500,659	\$1,080,176	\$2,014,020	\$1,636,258	\$1,388,291	\$1,578,614	\$1,648,315	\$1,479,398	\$963,691	\$630,299	\$635,222	\$390,347
	\$1,850,317	\$774,275	\$941,150	\$1,790,256	\$1,448,350	\$948,098	\$999,577	\$818,914	\$1,366,367	\$1,529,003	\$1,398,315	\$16,753	(\$19,536)	\$229,408	(\$56,168)	(\$244,572)	(\$170,237)	\$465,703	\$1,289,791	\$1,807,518	\$2,606,605

Revenue Assumptions: 3% increase in rents (2023-2026), and 2% increase thereafter. 2% in parking fee every year, 4 units turning over per year & new tenants assessed at 60% of market rate through 2026 & 65% thereafter (2027 - 2042)

Expense Assumptions: 2% annual increase for management contract, 3% for utilities, 5% for all other expenses

Capital Assumptions: Based on the City's independent facility assessment plan of Park Vista; conducted by the City's Public Works Department

3% increase in rents (2023-2026), and 2% increase thereafter. 2% in parking fee every year, 4 units turning over per year & new tenants assessed at 60% of market rate through 2026 & 65% thereafter (2027 - 2042)

— Requests of City Council

- 1) Permit the Board to raise parking rates 2% per annum until canceled – recommended by City Director of Finance
- 2) Give the Board the authority to increase rents on current tenants from 2% up to 3% per year through 2026 – recommended by City Director of Finance (3% if CPI increase is 6% or higher through 2026)
- 3) Change market rate % to 65% for new tenants (2027-2042)
- 4) The Board requests that City Council formally dedicates 504 funds solely for Park Vista