



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 5, 2023

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
Lance Giroux, Council Member
Ryan W. Baldino, 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 Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
David Cain, Interim CFO
Robert Espinosa, Interim Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

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 act 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.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit www.zoom.us on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial *67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.

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 – EXISTING LITIGATION (GOV’T CODE §54956.9(D)(1): -10- MATTER(S))

1. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031.
2. Scott O’Connor (City Police Officer) v. City of El Segundo, United States District Court (Central District of California), Civil Case No. 2:20-CV-0311 DMG (PLAx).
3. Scott Martinez (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court Case No. 21ST CV10637.
4. James Tulette (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 205T, CV44025.
5. Shawn Bonfield Retired (City Fire Department Battalion Chief) v. City of El Segundo, Los Angeles Superior Court Case no. 20ST CV48677.
6. William Hatcher (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV37399.
7. Richard Towne (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV19113.
8. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.

9. Amy McDaniels (Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.
10. Brent Beardmore (City Police Officer) v. City of El Segundo, Los Angeles Superior Court Case No. 22STCV25047.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

1. Government Tort Claim by Keith Puckett

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -3-MATTER(S)

1. Employee Organizations: City Employees' Association (CEA), Fire Fighter's Association (FFA) and Management Confidential (Unrepresented).

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, and Alex Volberding

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

INVOCATION – Rabbi Dovid Lisbon, Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk

SPECIAL PRESENTATIONS

1. Recognition of the El Segundo High School Boys Water Polo Team
2. Candy Cane Lane Proclamation
3. Holiday Parade Proclamation
4. Introduction to the El Segundo Public Library's New Vega Discover Online Catalog

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)

- Hyperion Water Reclamation Plant Update

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

5. City Council Meeting Minutes

Recommendation -

1. Approve regular and special City Council meeting minutes for November 7, 2023.
2. Alternatively, discuss and take other action related to this item.

6. Warrant Demand Register for October 2, 2023 through November 11, 2023

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 7B, 8A, 8B, 9A, 9B and 10A: warrant numbers 3047669 through 3048210, and 9003014 through 9003038.
3. Alternatively, discuss and take other action related to this item.

7. 2024 City Council Meeting Calendar

Recommendation -

1. Approve the 2024 City Council Meeting Calendar with staff 's recommended meeting cancellations.
2. Alternatively, discuss and take other action related to this item.

8. Plans and Specifications for the Proposed Water Main Improvements Project along California Street, Sycamore Avenue, Palm Avenue and Elm Avenue

Recommendation -

1. Adopt a resolution approving the plans and specifications for the proposed Water Main Improvements Project along California Street, Sycamore Avenue, Palm Avenue, and Elm Avenue. Project No. PW 23-15 to avail the City of immunities pursuant to Government Code § 830.6.
2. Authorize staff to advertise the project for construction bids.
3. Alternately, discuss and take other action related to this item.

9. Contract Award for Phase 1 City Hall HVAC Improvements Project

Recommendation -

1. Authorize the City Manager to execute a standard Public Works contract with NKS Mechanical Contracting, Inc. in the amount of \$647,000.00 for Phase 1 City Hall HVAC Improvements Project, Project No. PW 23-03, and authorize an additional \$103,000.00 as contingency funds for potential unforeseen conditions.
2. Alternatively, discuss and take other action related to this item.

10. Notice of Completion for the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17

Recommendation -

1. Accept the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17, by FS Contractors, 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.

11. Approve the Purchase of a Combination Jet/Vacuum Truck for the City's Wastewater Division

Recommendation -

1. Authorize the City Manager to approve the purchase of one Combination Jet/Vacuum Sewer Truck for approximately \$668,000 by cooperative purchasing agreement pursuant to El Segundo Municipal Code § 1-7-9(C) and authorize an additional \$100,000 as contingency funds for potential unforeseen changes in price.

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

12. Second Reading and Adoption of an Ordinance Amending the El Segundo Municipal Code to Allow Permanent Regulations of Short-Term Home Sharing through a Home Share Permit Process

Recommendation -

1. Waive second reading and adopt an Ordinance for Environmental Assessment No. 1180 and Zone Text Amendment No. 23-02, amending the El Segundo Municipal Code ("ESMC") Chapters 4-16 and 15-4A-1 to allow permanent regulation of short-term home sharing through a permit process and find it exempt from further environmental review pursuant to 14 California Code of Regulations §§ 15358 and 15061(b)(3).
2. Alternatively, discuss and take other action related to this item.

13. Professional Services Agreement with ESA Associates for \$364,000 to Prepare an Environmental Impact Report to be Reimbursed by the Developer of a Proposed Residential Project Located at 1521 E. Grand Avenue

Recommendation -

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with ESA Associates for \$364,000 to prepare an Environmental Impact Report to be reimbursed by the developer of a proposed residential project located at 1521 E. Grand Avenue.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

14. Zone Text Amendment to Implement Program 9 of the City's Housing Element

Recommendation -

1. Open and conduct a public hearing.
2. Waive full reading of the proposed Ordinance (EA No. 1345 and Zone Text Amendment No. 23-02) to amend El Segundo Municipal Code Title 15, implement certain Zone Text Amendments in El Segundo Housing Element Program 9, and find it exempt from further environmental review pursuant to 14 California Code of Regulations Sections 15358, 15061(b)(3), and 15162.
3. Schedule a second reading and adoption of the Ordinance for the next scheduled City Council meeting on December 19, 2023.

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

D. STAFF PRESENTATIONS

15. Resolution of Intention and First Reading of an Ordinance Authorizing an Amendment to the City's CalPERS Contract to Implement Additional Government Code § 20516 Employee Cost Sharing for Classic City Employees' Association Members

Recommendation -

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees' Retirement System ("CalPERS") to provide an additional 1% employee cost sharing, as specified for classic members of the El Segundo City Employees' Association ("CEA").
2. Authorize the City Manager and City Clerk, to execute CalPERS forms as required for submission to CalPERS to facilitate CalPERS contract amendment process.
3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such contract amendment and schedule a second reading of the Ordinance for the regular January 16, 2024 City Council meeting.
4. Alternatively, discuss and take other action related to this item.

16. Fire Services Automatic and Mutual Aid Agreement Between the Cities of El Segundo and Manhattan Beach

Recommendation -

1. Authorize the City Manager to sign a Fire Services Automatic and Mutual Aid Agreement between the cities of El Segundo and Manhattan Beach.
2. Alternatively, discuss and take other action related to this item.

17. Park Vista Yard Sale Request

Recommendation -

1. Provide staff direction whether to consider allowing public yard sales at the Park Vista Senior Living facility.
2. Alternately, discuss and take other action related to this item.

18. Topgolf USA El Segundo, LLC Sublease Assignment to Spirit Realty, L.P. and Associated Master Lease Amendment and Estoppel Certificate

Recommendation -

1. Approve the proposed assignment of Topgolf USA El Segundo, LLC's sublease to Spirit Realty, L.P. and corresponding leaseback of the interest from Spirit Realty, L.P. to Topgolf USA El Segundo, LLC subject to, and contingent upon the execution of the attached Acknowledgment of Lease Terms and Guarantor Acknowledgment of Guaranty.
2. Authorize the Mayor to execute the Estoppel Certificate and Consent, the Second Amendment to the Due Diligence and Recreation Ground Lease Agreement between the City of El Segundo and Centercal LLC, and the corresponding First Amendment to Memorandum of Lease, on the condition that the assignment of the sublease occurs on or before January 30, 2024, provided the documents are in a form substantially similar to the drafts attached to the Council Agenda Report and are approved by the City Attorney.
3. Alternatively, discuss and take other possible action related to this item.

19. Update and Memorandum of Understanding Regarding the Proposed Greenway Project to be Located Along the Western Side of Aviation Boulevard Where a Railroad Line Currently Exists

Recommendation -

1. Receive update presentation from the El Segundo Economic Development Corporation ("ESEDC") regarding a proposed Regional Aviation Boulevard Bikeway/Greenway Project, and associated funding options.
2. Approve a Memorandum of Understanding ("MOU") between the City and ESEDC regarding City staff providing limited assistance in working with ESEDC and the City potentially applying for grant funds, including from Los Angeles County Metropolitan Transportation Authority ("Metro").
3. Alternately, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX
COUNCIL MEMBER 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: November 30, 2023
TIME: 2:30 PM
BY: Tracy Weaver, City Clerk

Proclamation

City of El Segundo, California



WHEREAS, Great and wonderful events are many times the inspiration of one person, like Ken Bailey, whose simple idea that a decorated tree be placed at the end of the cul-de-sac on the 1200 Block of East Acacia Avenue in celebration of a neighborhood Christmas in 1949, is 74years later an annual holiday tradition in El Segundo, worthy of national media coverage, and known as **Candy Cane Lane**; and


WHEREAS, **Candy Cane Lane** features Santa Claus arriving on top of a horn-blowing El Segundo Fire Engine to light the beautifully decorated homes on **Candy Cane Lane** as he makes his way into his sleigh in a Christmas Village situated at the end of the cul-de-sac, from which he sends good cheer each year to thousands of boys and girls, residents and tourists; and


WHEREAS, Homes, yards and trees are brightly decorated while property owners dress up their homes for all the oohs and aahs and the tradition of **Candy Cane Lane**. A few good merry men of **Candy Cane Lane**, have given their merry Ho, Ho, Ho's, year after year, in the Santa suit donated by Chevron. A big thanks to Spring Cleaners for generously making sure Santa's suit is sparkling for the season. The El Segundo Police Department, the El Segundo Volunteer Program and the El Segundo Recreation and Parks Department who make sure the crowds maneuver down the Lane in a safe and orderly fashion; and


WHEREAS, Least we forget, we herein list the names of the folks that are synonymous with **Candy Cane Lane**: Eyres, Cohens, Stocks, Esdin and Saleh, McEwan, Lees, Moores, Turnbolls, McCulloughs, de Lambertye, Guidone, Laughlin and Barre, Mitchells, Gans, Hudspeths, Harts, Doukakis', Brunnenkants, Phillips, Stosser and Szeto, Rogers, Kehls, Wongs, Schlendering, Wisiniakowski, Armacost and Hogs.


NOW, THEREFORE, on this 5th day of December 2023, the Mayor and Members of the City Council of the City of El Segundo, California, proclaim the 1200 Block of East Acacia Avenue as **CANDY CANE LANE** from December 9th, 2023 at 7:00 p.m., through December 23, 2023 and invite the young and young at heart to experience the wonders of this El Segundo holiday tradition.





Chris Pimentel
Mayor Pro Tem


Drew Boyles
Mayor


Carol Pirsztuk
Councilmember


Lance Giroux
Councilmember


Ryan Baldino
Councilmember

Proclamation

City of El Segundo, California




WHEREAS, The El Segundo Chamber of Commerce has given El Segundo the **Annual Holiday Parade** for the past 59 years, a tradition which both celebrates El Segundo and calls forth the Holiday Season; and


WHEREAS, The parade, to be held Sunday, December 10, 2023 from 1:00 p.m. to 3:00 p.m., with a theme of **A Home Run for the Holidays**, will assemble on the corner of Imperial Avenue and Main Street, and continue down Main Street, disbanding at El Segundo Boulevard; and


WHEREAS, The parade will start with the Grand Marshals, the El Segundo Little League World Series Champions, end with the traditional Grand Finale - the Chevron Fire Truck, bringing Santa Claus through downtown El Segundo, and in between, the crowds will be treated to a few surprises.


NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim Sunday, December 10, 2023, as the **59th Annual El Segundo Holiday Parade**, and invite the community to all the traditional El Segundo holiday events and wish the Chamber of Commerce many more years of marching down Main Street.





Chris Pimentel
Mayor Pro Tem


Drew Boyles
Mayor


Carol Pirsztuk
Councilmember


Lance Giroux
Councilmember


Ryan Baldino
Councilmember

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023

CLOSED SESSION – Mayor Pro Tem Pimentel called the meeting to order at 5:00 PM due to lack of quorum at 4:00 PM

ROLL CALL

Mayor Boyles	-	Absent
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Council Member Baldino	-	Present

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

SPECIAL ORDER OF BUSINESS:

Mayor Pro Tem Pimentel 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- MATTER(S)

1. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

1. Government Tort Claim by Keith Puckett

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): - 1 -matter(s).

1. City of Whittier, et al. v. Los Angeles County Superior Court of California, et al., Los Angeles Superior Court Case No. 23STCP03579.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): - 2- MATTER(S)

1. Employee Organizations: City Employees' Association (CEA) and Police Management Association (PMA).

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, and Alex Volberding.

Adjourned at 5:45 PM

OPEN SESSION – Mayor Pro Tem Pimentel called to order at 6:00 PM

ROLL CALL

Mayor Boyles	-	Absent
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Council Member Baldino	-	Present

INVOCATION – Father Alexei Smith, Russian Greek Orthodox Church

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS:

1. Proclamation read by Council Member Pirsztuk, proclaiming November 2023 as Family Court Awareness Month. Sandy Ross, resident and committee member with the Family Court Awareness Committee accepted the proclamation.
2. Council Member Giroux read a commendation recognizing the El Segundo 14U Eagles Softball Team. Coach Steve Cleland spoke on behalf of the team.
3. Proclamation read by Council Member Baldino, proclaiming November 13, 2023 through December 14, 2023 as the Spark of Love Toy Drive. All toys and non-perishable foods should be dropped off Fire Station No. 1, 314 Main Street. Battalion Chief, Casey Snow accepted the proclamation.

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

Tony Barraza, commented on item #6 and thanked the residents who came out to the last Council in support of his business.

Margie Leahey, resident, commented on item #C11

Bradford Stone, resident, commented on the Park Vista Annual Yard Sale

Tracey Miller-Zarneke, resident, commented on item #D15, in favor of the Environmental Programs Manager.

Chelsea Motal, resident, invited the community to a meeting regarding building standards on December 4, 2023 at 6:30 pm at the El Segundo Public Library, Sue Carter Community Room.

Ron Schendel, resident, in support of item #6.

Lorraine Brown, resident, commented on the need to revive the Yard Sale at Park Vista.

Anya Goldstein, resident, commented on item #118, “zero/no bail” item, not in favor of the City joining the lawsuit.

Nate Pappalardo, resident, commented on item #118, “zero/no bail” item, not in favor of the City joining the lawsuit.

Janet Asante, resident, commented on item #118, “zero/no bail” item, not in favor of the City joining the lawsuit.

Graham Gilman, resident of, commented on item #118, “zero/no bail” item, not in favor of the City joining the lawsuit.

CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager and Dr. Stenstrom, gave a presentation and update on the Hyperion Water Reclamation Plant.

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

MOTION by Council Member Giroux, Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A VOICE VOTE. 4/0

B. CONSENT:

4. Approve Regular City Council meeting minutes of October 17, 2023 and Special City Council meeting minutes of October 30, 2023.

(Fiscal Impact: None)

5. Approve warrants demand register for September 25, 2023 through October 1, 2023, numbers 7A: warrant numbers 3047559 through 3047668, and 9003013. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.

(Fiscal Impact: \$671,548.64 (\$568,417.94 in check warrants and \$103,130.70 in wire warrants))

6. Waive second reading and adopt Ordinance No. 1652 updating the Smoky Hollow Specific Plan, finding that the ordinance requires no additional environmental review in accordance with Public Resources Code section 21166 and State CEQA Guidelines § 15162.

(Fiscal Impact: None)

7. PULLED BY MAYOR PRO TEM PIMENTAL

8. Adopt Resolution No. 5443 approving plans and specifications for the Wastewater Infrastructure Improvements Project to obtain the immunities set forth in Government Code § 830.6 and authorize advertising for construction bids for the project. (Project No. PW 23-08)

(Fiscal Impact: \$1,287,500, included in the FY 2023-24 budget)

9. Accept the FY 2023-24 Pavement Rehabilitation Project by Hardy and Harper, Inc. as complete and authorize and direct the City Clerk to file a Notice of Completion with the County Recorder's Office. (Project No. PW 23-01)
(Fiscal Impact: \$1,651,457.34, included in the FY2023-24 budget)
10. Adopt Resolution No. 5444 appointing Risk Manager, Sheryl Higa as the City's primary representative to the Independent Cities Risk Management Authority ("ICRMA") governing board ("ICRMA Board") and maintaining Council Member Carol Pirsztuk and Human Resources Director Rebecca Redyk as alternate representatives.
(Fiscal Impact: None)

MOTION by Council Member Giroux, SECONDED by Council Member Baldino, approving Consent items 4, 6 (Baldino abstained) 8, 9 and 10. MOTION PASSED BY A VOICE VOTE. 4/0

PULLED ITEMS:

7. California Office of Traffic Safety Selective Traffic Enforcement Program \$70,000 Grant
(Fiscal Impact: None)

Mayor Pro Tem Pimentel asked a question regarding "drug driving" and wanted to know if the grant money could be used to develop testing procedures for "drug driving"

Police Chief Bermudez stated drug driving is hard to test in the field and stated he would have a conversation with the DA's office and could discuss a regional approach to developing tests for the field.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk authorizing acceptance of a \$70,000 Selective Traffic Enforcement Program (STEP) grant award from the California Office of Traffic Safety (OTS) to support the El Segundo Police Department (ESPD). Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The award is valid from October 1, 2023, to September 30, 2024, authorize the City Manager to execute Contract No. 6799, and other associated documentation to effectuate the use of grant funds, with OTS for \$70,000 for the award period from October 1, 2023 to September 30, 2024 and appropriate OTS STEP grant revenues and expenditures for fiscal year 2023-2024 and carry over the unspent balances to fiscal year 2024-2025.

C. PUBLIC HEARING:

11. Ordinance to Permanently Regulate Short-Term Home Sharing
(Fiscal Impact: Since implementation of the Home Share Pilot Program, a total of \$15,000 has been collected from permit and licensing fees, and approximately \$116,000 has been collected from Transient Occupancy Tax (TOT). Finance staff anticipates that by the end of the pilot program, the City will have received a total

of \$147,000 from permit fees, licensing fees and TOT between October 1, 2021 and December 31, 2023. Ongoing enforcement and management of home sharing is absorbed by the annual operating budget for Community Development and Finance Departments.)

Mayor Pro Tem Pimentel stated this was time and place for a public hearing regarding waiving the first reading and introduce an ordinance for Environmental Assessment No. 1180 and Zone Text Amendment No. 23-02 to amend El Segundo Municipal Code ("ESMC") Chapters 4-16 and 15-4A-1 to allow permanent regulation of short-term home sharing through a permit process and find it exempt from further environmental review pursuant to 14 California Code of Regulations §§ 15358 and 15061(b)(3).

Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received in the Clerk's office recently, however, communication had been received in the past for this topic.

Eduardo Schonborn, AICP, Planning Manager reported on the item.

Public Input:

Margie Leahey spoke during general comments.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED BY A VOICE VOTE. 4/0

Council discussion

Joaquin Vazquez, Assistant City Attorney read by title only;

ORDINANCE NO. 1653

AN ORDINANCE OF THE CITY OF EL SEGUNDO AMENDING TITLE 4 CHAPTER 16 (HOME SHARING PERMIT) AND TITLE 15 (ZONING REGULATIONS) OF THE EL SEGUNDO MUNICIPAL CODE TO PERMANENTLY ALLOW SHORT-TERM HOME SHARING RENTALS IN THE CITY'S RESIDENTIAL ZONES THROUGH A SHORT-TERM HOME SHARING PERMIT.

Council Member Baldino introduced the ordinance. The second reading and possible adoption will be on December 5, 2023 of the regular City Council meeting.

12. Cost-Recovery Permit Center Permit Surcharge Fee and Associated Three-Year Contract Amendment with OpenGov Inc. to Expand Existing Permitting Services, Hosting, and Ongoing Maintenance
(Fiscal Impact: Initial FY 2023-24 cost of \$138,293 includes: one-time cost of \$33,825 for product configuration, setup and training described in the attached statement of work; \$102,068 Annual Software Fee; and \$2,400 for two (2) Conference Attendee Tickets. Continued subscription cost for FY 2024-25 of \$109,571 includes: \$107,171 Annual Software Fee; \$2,400 for two (2) Conference Attendee Tickets; and a 5% inflator fee. Subscription cost for FY 2025-26 of

\$114,930 includes: \$112,530 Annual Software Fee; \$2,400 for two (2) Conference Attendee Tickets; and 5% inflater fee.

\$50,000 is included in the Adopted FY 2023-24 budget. An additional appropriation of \$88,293 is requested, which is expected to be covered by the funds deposited in the permit surcharge trust account. Subsequent year's costs will be included in future budgets with funds already deposited in the permit surcharge trust account)

Mayor Pro Tem Pimentel stated this was time and place for a public hearing regarding approving a resolution adopting the proposed fee and authorizing the City Manager to execute the first amendment to the existing three-year agreement with OpenGov, Inc., to expand the City's online permitting system.

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

Michael Allen, Community Development Director gave a presentation.

Public Input:

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED BY A VOICE VOTE. 4/0

Council discussion

Joaquin Vazquez, Assistant City Attorney read by title only;

RESOLUTION NO. 5449

A RESOLUTION AMENDING A REGULATORY FEE TO RECOVER CITY COSTS INCURRED FOR CERTAIN REGULATORY PERMITTING PROCESS FOR ONLINE PERMITTING SYSTEM.

MOTION by Council Member Giroux, SECONDED by Council Member Baldino adopting amended Resolution No. 5449. MOTION PASSED BY A VOICE VOTE. 4/0

(Amending Section 2A – approving a regulatory, cost-recovery fee of 3.5% fee for development related permits only)

MOTION by Council Member Giroux, SECONDED by Council Member Baldino authorizing the City Manager to execute the first amendment to Agreement No.6542A, an existing three-year agreement with OpenGov, Inc., to expand the City's online permitting system. MOTION PASSED BY A VOICE VOTE. 4/0

D. STAFF PRESENTATIONS:

(MOVED TO THE DECEMBER 5, 2023 CITY COUNCIL MEETING)

13. Fire Services Automatic Aid Agreement Between the Cities of El Segundo and Manhattan Beach
(Fiscal Impact: None)

14. Plans and Specifications for the Urho Saari Swim Stadium “The Plunge” Renovation Project
(Fiscal Impact: See Staff Report)

Cheryl Ebert, Senior Civil Engineer gave a presentation.

Council Discussion

Joaquin Vazquez, Assistant City Attorney read by title only;

RESOLUTION NO. 5445

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR, OR DESIGNEE, TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF URHO SAARI SWIM STADIUM / PLUNGE RENOVATION PROJECT (NO. PW 24-02), PURSUANT TO GOVERNMENT CODE § 830.6 AND EL SEGUNDO MUNICIPAL CODE SECTION 1-7C-11 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino adopting Resolution No. 5445. MOTION PASSED BY A VOICE VOTE. 3/1 YES: Pimentel Pirsztuk Baldino NO: Giroux

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino authorizing staff to advertise the project for construction bids. MOTION PASSED BY A VOICE VOTE. 3/1 YES: Pimentel Pirsztuk Baldino NO: Giroux

15. Establish the Environmental Programs Manager At-Will Classification, Adopt Classification Specification, Examination Plan, and Basic Salary Range.
(Fiscal Impact: See staff report)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux approving the establishment of the Environmental Programs Manager At-Will classification. MOTION PASSED BY A VOICE VOTE. 4/0

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino, adopting the classification specification and examination plan for the Environmental Programs Manager At-Will. MOTION PASSED BY A VOICE VOTE. 4/0

Joaquin Vazquez, Assistant City Attorney read by title only;

RESOLUTION NO. 5446

A RESOLUTION ESTABLISHING BASIC MONTHLY SALARY RANGE FOR A FULL-TIME JOB CLASSIFICATION

MOTION by Council Member Baldino, SECONDED by Giroux adopting Resolution No. 5446. MOTION PASSED BY A VOICE VOTE. 4/0

E. COMMITTEES, COMMISSIONS AND BOARDS:

16. Diversity, Equity, and Inclusion Committee 2023-24 Work Plan
(Fiscal Impact: There will be direct and indirect fiscal impacts to the City's General Fund, including staff time and possibly funds for additional community engagement activities, if approved. If there are greater financial needs, staff will return to the City Council for separate budget appropriation requests.)

Arecia Hester, Recreation, Parks, and Library Superintendent introduced the item.

Christibelle Villena, DEI Chairperson gave a presentation.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving the Diversity, Equity, and Inclusion (DEI) Committee's Work Plan. MOTION PASSED BY A VOICE VOTE. 4/0

MOTION by Council Member Giroux, SECONDED by Council Member Baldino directing staff to work with the DEI Committee to implement recommended activities. MOTION PASSED BY A VOICE VOTE. 4/0

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER –

17. Investment Portfolio Report for September 2023
(Fiscal Impact: None)

Matthew Robinson, City Treasurer gave a presentation.

Council discussion

Council consensus to receive and file.

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Attended the Chevron, USA tour on Saturday, November 3, 2023. Enthusiastically, invited the community to attend ESHS Water Polo Semi Finals on Wednesday, November 8th at the El Segundo Aquatics Center.

Council Member Giroux – Echoed Council Member Baldino’s invitation to come out and watch the ESHS Water Polo team in the Semi-finals.

Council Member Pirsztuk – Invited the community to attend the State of the City on Tuesday, November 14, 2023 and also reminded everyone that Ladies Night Out is on Thursday, November 16, 2023, a fundraiser for Ed! Thanked all involved on a successful Halloween Frolic.

Mayor Pro Tem Pimentel – Mentioned no Transportation Committee meetings for the rest of the year, mentioned a Volunteer Appreciation event will take place next week and is sponsored by the SBCOG and the Sanitation Committee is currently focused on potential landslides in Palos Verdes.

Mayor Boyles – Absent

I. REPORTS – CITY ATTORNEY –

18. Update Regarding Los Angeles County Lawsuit, City of Whittier, et al. v. Los Angeles County Superior Court of California, et al., Los Angeles Superior Court Case No. 23STCP03579, Originally Filed by Twelve Los Angeles County Cities Challenging the New "zero/no-bail" Policy Regarding Alleged Criminal Violations in Los Angeles County
(Fiscal Impact: unknown)

Joaquin Vazquez, Assistant City Attorney reported on the item.

Council Discussion

Council was not desirous of entering into the lawsuit.

- J. REPORTS/FOLLOW-UP – CITY MANAGER – The Amazon movie, “Candy Cane Lane” was filmed in El Segundo will be out in the beginning of December.

MEMORIAL – Roderick Sherwood III

Adjourned at 9:20 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023

OPEN SESSION – Mayor Pro Tem Pimentel called the meeting to order at 6:00 PM simultaneously with the regular open session meeting.

ROLL CALL

Mayor Boyles	-	Absent
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Council Member Baldino	-	Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total) *See regular City Council minutes of November 7, 2023.*

STAFF PRESENTATIONS:

1. Memorandum of Understanding Between the City of El Segundo and the El Segundo Police Managers' Association and Amendment to the City Contributions for CalPERS Medical Premiums

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Joaquin Vazquez, Assistant City Attorney read by title only;

RESOLUTION NO. 5447

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE MANAGERS' ASSOCIATION BARGAINING UNIT

MOTION by Council Member Giroux, SECONDED by Council Member Baldino adopting Resolution No. 5447 and MOU Agreement No. 6801. MOTION PASSED BY A VOICE VOTE. 4/0

Joaquin Vazquez, Assistant City Attorney read by title only;

RESOLUTION NO. 5448

FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 007 EL SEGUNDO POLICE MANAGERS' ASSOCIATION

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk adopting Resolution No. 5448. MOTION PASSED BY A VOICE VOTE. 4/0

Adjourned at 9:20 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.6

TITLE:

Warrant Demand Register for October 2, 2023 through November 11, 2023

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 7B, 8A, 8B, 9A, 9B and 10A: warrant numbers 3047669 through 3048210, and 9003014 through 9003038.
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 2023-2024 Adopted Budget. The total of \$10,771,724.33 (\$2,763,626.26 in check warrants and \$8,008,098.07 in wire warrants) are for demands drawn on the FY 2023-2024 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

December 5, 2023

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:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 7b - summary
2. Register 8a - summary
3. Register 8b - summary
4. Register 9a - summary
5. Register 9b - summary
6. Register 10a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3047669 - 3047693
9003014 - 9003015

DATE OF APPROVAL: AS OF 10/17/23

REGISTER #7b

001	GENERAL FUND	181,188.98
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	2.85
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	830.97
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	141.18
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	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	573.40
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	55.51
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	460.60
502	WASTEWATER FUND	114.98
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	9.46
603	WORKERS COMP. RESERVE/INSURANCE	1,503.76
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	6,058.67
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>190,940.36</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

INTERIM CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE:

DATE:

10/19/23

10-19-23

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
10/02/23 THROUGH 10/08/23**

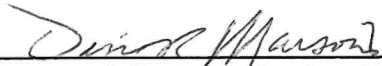


<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/2/2023	IRS	306,318.26	Federal 941 Deposit
10/2/2023	Employment Development	4,339.20	State SDI payment
10/2/2023	Employment Development	75,498.89	State PIT Withholding
10/6/2023	Cal Pers	66,776.16	EFT Retirement Safety Police Classic - 1st Tier 28
10/6/2023	Cal Pers	58,445.60	EFT Retirement Misc - PEPRA New 26013
10/6/2023	Cal Pers	52,366.42	EFT Retirement Safety Fire- Classic 30168
10/6/2023	Cal Pers	33,243.34	EFT Retirement Safety-Police-PEPRA New 25021
10/6/2023	Cal Pers	35,262.48	EFT Retirement Misc - Classic 27
10/6/2023	Cal Pers	15,107.57	EFT Retirement Safety-Fire-PEPRA New 25020
10/6/2023	Cal Pers	10,883.44	EFT Retirement Sfty Police Classic-2nd Tier 30169
9/25/23-10/01/23	Workers Comp Activity	22,136.48	SCRMA checks issued/(voided)
9/25/23-10/01/23	Liability Trust - Claims	1,552.10	Claim checks issued/(voided)
9/25/23-10/01/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>681,929.94</u>	

DATE OF RATIFICATION: 10/09/23

TOTAL PAYMENTS BY WIRE:

681,929.94

Certified as to the accuracy of the wire transfers by:

	<u>10/9/23</u>
Treasury & Customer Services Manager	Date
	<u>10/18/23</u>
Interim Chief Financial Officer	Date
	<u>10-19-23</u>
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 10/17/23
REGISTER #7b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,224.48
1201	City Treasurer	
1300	City Clerk	720.97
2101	City Manager	1,665.83
2102	Communications	
2103	El Segundo Media	1,391.39
2201	City Attorney	
2401	Economic Development	1,129.14
2402	Planning	672.00
2405	Human and Health Services	
2500	Administrative Services	109,644.83
2601	Government Buildings	3,187.70
2900	Nondepartmental	
6100	Library	2,661.36
		<u>122,297.70</u>
PUBLIC SAFETY		
3100	Police	14,730.18
3200	Fire	3,419.19
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	538.27
		<u>18,687.64</u>
PUBLIC WORKS		
4101	Engineering	
4200	Streets	20,583.30
4300	Wastewater	5.15
4601	Equipment Maintenance	741.44
4801	Administration	132.48
		<u>21,462.37</u>
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	5,566.68
5400	Centennial	292.88
		<u>5,859.56</u>
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		22,633.09
TOTAL WARRANTS		<u><u>190,940.36</u></u>

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3047694 - 3047822
9003016 - 9003019

DATE OF APPROVAL: AS OF 10/17/23

REGISTER #8a

001	GENERAL FUND	577,749.41
003	EXPENDABLE TRUST FUND - OTHER	4,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	896.20
110	MEASURE "R"	42,376.05
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	150.00
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	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	5,402.16
124	FEDERAL GRANTS	297.95
125	STATE GRANT	13,155.44
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,580.00
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	102,571.35
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	5,388.86
502	WASTEWATER FUND	8,821.18
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	71,464.78
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	2,786.95
603	WORKERS COMP. RESERVE/INSURANCE	58.02
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	15,798.35
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	852,996.70

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

INTERIM CHIEF FINANCIAL OFFICER



CITY MANAGER



DATE:

10/19/23

DATE:

10-19-23

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
 10/09/23 THROUGH 10/15/23**


<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/10/2023	Cal Pers	623,133.21	EFT Health Insurance Payment
10/10/2023	West Basin	2,424,462.40	H2O payment
10/13/2023	Mission Square	64,852.55	457 payment Vantagepoint
10/13/2023	Mission Square	1,080.00	401(a) payment Vantagepoint
10/13/2023	Mission Square	2,483.10	401(a) payment Vantagepoint
10/13/2023	Mission Square	100.00	IRA payment Vantagepoint
10/13/2023	ExpertPay	2,365.29	EFT Child support payment
10/02/23-10/08/23	Workers Comp Activity	30,744.26	SCRMA checks issued/(voided)
10/02/23-10/08/23	Liability Trust - Claims	-	Claim checks issued/(voided)
10/02/23-10/08/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>3,149,220.81</u>	

DATE OF RATIFICATION: 10/13/23

TOTAL PAYMENTS BY WIRE:

3,149,220.81

Certified as to the accuracy of the wire transfers by:

	<u>10/13/23</u>
Treasury & Customer Services Manager	Date
	<u>10/19/23</u>
Interim Chief Financial Officer	Date
	<u>10-19-23</u>
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 10/17/23
REGISTER #8a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	389.78
1201	City Treasurer	1,707.65
1300	City Clerk	
2101	City Manager	16,366.28
2102	Communications	6,589.09
2103	El Segundo Media	85.51
2201	City Attorney	
2401	Economic Development	1,400.00
2402	Planning	2,698.00
2405	Human and Health Services	3,168.00
2500	Administrative Services	193,195.20
2601	Government Buildings	40,623.18
2900	Nondepartmental	46,582.26
6100	Library	2,494.35
		315,299.30
PUBLIC SAFETY		
3100	Police	69,290.79
3200	Fire	55,905.40
2403	Building Safety	1,590.00
2404	Plng/Bldg Sfty Administration	15,279.48
		142,065.67
PUBLIC WORKS		
4101	Engineering	12,616.45
4200	Streets	56,218.66
4300	Wastewater	450.00
4601	Equipment Maintenance	6,731.81
4801	Administration	258.89
		76,275.81
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	20,817.44
5400	Centennial	
		20,817.44
EXPENDITURES		
	CAPITAL IMPROVEMENT	102,571.35
	ALL OTHER ACCOUNTS	195,967.13
	TOTAL WARRANTS	852,996.70

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3047823 - 3047892
9003020 - 9003028

DATE OF APPROVAL: AS OF 11/7/23

REGISTER #**b**

001	GENERAL FUND	189,684.49
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	4.20
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,179.58
110	MEASURE "R"	23,760.00
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	4,625.00
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	63.98
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AVP CUPA PROGRAM OVERSIGHT SURCHARGE	228.04
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	633.50
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	6,732.54
502	WASTEWATER FUND	7,889.38
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	1.09
603	WORKERS COMP. RESERVE/INSURANCE	(6.46)
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>234,795.34</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer's office in the City of El Segundo.

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

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

CODES:

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For Ratification:

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


INTERIM CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE:

DATE:


10/31/23


10-31-23

NOTES: Replacement Check 3047893

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 11/7/23
REGISTER #9a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	2,032.16
1201	City Treasurer	44.27
1300	City Clerk	352.89
2101	City Manager	
2102	Communications	168.77
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	
2402	Planning	470.00
2405	Human and Health Services	
2500	Administrative Services	12,261.38
2601	Government Buildings	58,090.59
2900	Nondepartmental	2,373.26
6100	Library	11,673.31
		87,466.63
PUBLIC SAFETY		
3100	Police	11,478.96
3200	Fire	13,540.91
2403	Building Safety	28.51
2404	Plng/Bldg Sfty Administration	195.93
		25,244.31
PUBLIC WORKS		
4101	Engineering	63.98
4200	Streets	61,204.18
4300	Wastewater	(5.15)
4601	Equipment Maintenance	426.86
4801	Administration	161.71
		61,851.58
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	4,733.51
5400	Centennial	
		4,733.51
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		55,499.31
TOTAL WARRANTS		
		234,795.34

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 10/16/23 THROUGH 10/22/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/16/2023	IRS	276,981.75	Federal 941 Deposit
10/16/2023	Employment Development	4,211.54	State SDI payment
10/16/2023	Employment Development	66,171.94	State PIT Withholding
10/18/2023	Cal Pers	66,008.92	EFT Retirement Safety Police Classic - 1st Tier 28
10/18/2023	Cal Pers	57,252.75	EFT Retirement Misc - PEPRA New 26013
10/18/2023	Cal Pers	54,051.57	EFT Retirement Safety Fire- Classic 30168
10/18/2023	Cal Pers	30,981.38	EFT Retirement Safety-Police-PEPRA New 25021
10/18/2023	Cal Pers	35,165.91	EFT Retirement Misc - Classic 27
10/18/2023	Cal Pers	16,276.23	EFT Retirement Safety-Fire-PEPRA New 25020
10/18/2023	Cal Pers	11,097.28	EFT Retirement Sfty Police Classic-2nd Tier 30169
10/09/23-10/15/23	Workers Comp Activity	31,702.82	SCRMA checks issued/(voided)
10/09/23-10/15/23	Liability Trust - Claims	150.50	Claim checks issued/(voided)
10/09/23-10/15/23	Retiree Health Insurance	9,497.31	Health Reimbursement checks issued
		<u>659,549.90</u>	

DATE OF RATIFICATION: 10/23/23

TOTAL PAYMENTS BY WIRE:

659,549.90

Certified as to the accuracy of the wire transfers by:

	<u>10/23/23</u>
Treasury & Customer Services Manager	Date
	<u>10/21/23</u>
Interim Chief Financial Officer	Date
	<u>10-31-23</u>
City Manager	Date

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

HERE
SIGN

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3047895 - 3048034
9003029 - 9003030

DATE OF APPROVAL: AS OF 11/7/23

REGISTER #9a

001	GENERAL FUND	420,386.36
003	EXPENDABLE TRUST FUND - OTHER	1,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	4,161.09
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	22,392.00
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	-
121	FEMA	-
120	C.O.P.S. FUND	942.35
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	1,177.50
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	38.01
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	420.00
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	1,232.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	11,474.74
502	WASTEWATER FUND	14,243.19
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	39,835.11
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	956.80
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	11,607.10
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	2,985.00
	TOTAL WARRANTS	<u>533,351.25</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer's office in the City of El Segundo.

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

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

CODES:

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

INTERIM CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE:

DATE:



10/31/23

10-31-23



CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 11/7/23
REGISTER #9a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	363.49
1201	City Treasurer	6,535.08
1300	City Clerk	1,362.92
2101	City Manager	17,982.22
2102	Communications	45.53
2103	El Segundo Media	4,307.91
2201	City Attorney	17,003.45
2401	Economic Development	
2402	Planning	245.53
2405	Human and Health Services	2,814.50
2500	Administrative Services	112,930.80
2601	Government Buildings	48,907.58
2900	Nondepartmental	26,478.85
6100	Library	9,295.34
		248,273.20
PUBLIC SAFETY		
3100	Police	14,987.22
3200	Fire	24,370.73
2403	Building Safety	3,713.51
2404	Plng/Bldg Sfty Administration	2,127.28
		45,198.74
PUBLIC WORKS		
4101	Engineering	5,841.67
4200	Streets	27,556.60
4300	Wastewater	622.37
4601	Equipment Maintenance	2,600.50
4801	Administration	212.44
		36,833.58
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	55,071.56
5400	Centennial	
		55,071.56
EXPENDITURES		
	CAPITAL IMPROVEMENT	1,232.00
	ALL OTHER ACCOUNTS	146,742.17
	TOTAL WARRANTS	533,351.25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 10/23/23 THROUGH 10/29/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/27/2023	Mission Square	66,308.59	457 payment Vantagepoint
10/27/2023	Mission Square	1,080.00	401(a) payment Vantagepoint
10/27/2023	Mission Square	2,483.10	401(a) payment Vantagepoint
10/27/2023	Mission Square	100.00	IRA payment Vantagepoint
10/27/2023	ExpertPay	2,365.29	EFT Child support payment
10/16/23-10/22/23	Workers Comp Activity	32,043.31	SCRMA checks issued/(voided)
10/16/23-10/22/23	Liability Trust - Claims	-	Claim checks issued/(voided)
10/16/23-10/22/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>104,380.29</u>	

DATE OF RATIFICATION: 10/27/23

TOTAL PAYMENTS BY WIRE:

104,380.29

Certified as to the accuracy of the wire transfers by:

	<u>10/27/23</u>
Treasury & Customer Services Manager	Date
	<u>10/31/23</u>
Interim Chief Financial Officer	Date
	<u>10-31-23</u>
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 FUND

3048035 - 3048128
9003031 - 9003038

DATE OF APPROVAL: AS OF 11/21/23

REGISTER #9b

001	GENERAL FUND	178,576.86
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	10,090.17
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	3,356.70
110	MEASURE "R"	-
111	COMM DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	35,160.00
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	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	4,543.40
124	FEDERAL GRANTS	1,142.08
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	48,358.00
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	2,835.00
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	13,895.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	11,919.98
502	WASTEWATER FUND	13,158.34
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	10,000.00
603	WORKERS COMP. RESERVE/INSURANCE	46.11
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	8,936.25
704	EXPENDABLE TRUST FUND - OTHER	943.95
708	OUTSIDE SERVICES TRUST	681.10
	TOTAL WARRANTS	<u>343,642.94</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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For Ratification:

A = Payroll and Employee Benefit checks

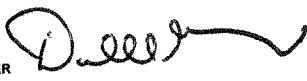
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H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

INTERIM CHIEF FINANCIAL OFFICER



CITY MANAGER



DATE:

11/7/23

DATE:

11-8-23

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 11/21/23
REGISTER #9b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,516.49
1201	City Treasurer	3,168.02
1300	City Clerk	799.52
2101	City Manager	6,799.82
2102	Communications	80.00
2103	El Segundo Media	3,128.77
2201	City Attorney	
2401	Economic Development	957.43
2402	Planning	2,918.02
2405	Human and Health Services	20.00
2500	Administrative Services	36,882.79
2601	Government Buildings	8,402.33
2900	Nondepartmental	
6100	Library	2,582.75
		67,255.94
PUBLIC SAFETY		
3100	Police	25,751.67
3200	Fire	1,602.87
2403	Building Safety	1,312.92
2404	Plng/Bldg Sfty Administration	2,230.89
		30,898.35
PUBLIC WORKS		
4101	Engineering	6,519.44
4200	Streets	32,325.98
4300	Wastewater	
4601	Equipment Maintenance	3,466.31
4801	Administration	567.68
		42,879.41
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	34,278.19
5400	Centennial	353.81
		34,632.00
EXPENDITURES		
	CAPITAL IMPROVEMENT	13,895.00
	ALL OTHER ACCOUNTS	154,082.24
	TOTAL WARRANTS	343,642.94

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 10/30/23 THROUGH 11/05/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/30/2023	IRS	256,621.60	Federal 941 Deposit
10/30/2023	Employment Development	4,162.23	State SDI payment
10/30/2023	Employment Development	58,796.92	State PIT Withholding
10/23/23-10/29/23	Workers Comp Activity	30,119.66	SCRMA checks issued/(voided)
10/23/23-10/29/23	Liability Trust - Claims	150.00	Claim checks issued/(voided)
10/23/23-10/29/23	Retiree Health Insurance	9,497.31	Health Reimbursement checks issued
		<u>359,347.72</u>	

DATE OF RATIFICATION: 11/06/23

TOTAL PAYMENTS BY WIRE:

359,347.72

Certified as to the accuracy of the wire transfers by:

11/6/23
 Treasury & Customer Services Manager Date

11/7/23
 Interim Chief Financial Officer Date

11-8-23
 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 FUND

3048129 - 3048210

DATE OF APPROVAL: AS OF 11/21/23

REGISTER #10a

001	GENERAL FUND	482,110.37
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	39,236.90
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,250.00
110	MEASURE "R"	30,929.40
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	-
121	FEMA	-
120	C.O.P.S. FUND	-
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	91.35
127	MEASURE "M"	-
128	SB-1	1,232.00
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	7,152.50
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	6,673.21
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	10,618.06
502	WASTEWATER FUND	3,499.24
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	5,900.29
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	19,206.35
	TOTAL WARRANTS	<u>607,699.67</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

INTERIM CHIEF FINANCIAL OFFICER



CITY MANAGER



DATE:

11/14/23

DATE:

11-14-23

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 11/21/23
REGISTER #10a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	
2102	Communications	90.82
2103	El Segundo Media	271.52
2201	City Attorney	
2401	Economic Development	2,402.50
2402	Planning	13,092.50
2405	Human and Health Services	935.00
2500	Administrative Services	29,242.05
2601	Government Buildings	32,523.96
2900	Nondepartmental	305,862.37
6100	Library	2,387.91
		386,808.63
PUBLIC SAFETY		
3100	Police	534.22
3200	Fire	16,453.35
2403	Building Safety	2,997.21
2404	Plng/Bldg Sfty Administration	
		19,984.78
PUBLIC WORKS		
4101	Engineering	3,849.00
4200	Streets	32,759.61
4300	Wastewater	478.02
4601	Equipment Maintenance	5,203.83
4801	Administration	20.05
		42,310.51
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	5,960.51
5400	Centennial	625.00
		6,585.51
EXPENDITURES		
	CAPITAL IMPROVEMENT	6,673.21
	ALL OTHER ACCOUNTS	145,537.03
	TOTAL WARRANTS	607,899.67

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 11/06/23 THROUGH 11/12/23**

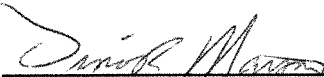

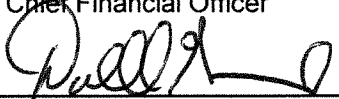
<u>Date</u>	<u>Payee</u>		<u>Description</u>
11/10/2023	West Basin	2,316,641.97	H2O payment
11/10/2023	Mission Square	65,853.55	457 payment Vantagepoint
11/10/2023	Mission Square	1,080.00	401(a) payment Vantagepoint
11/10/2023	Mission Square	2,483.10	401(a) payment Vantagepoint
11/10/2023	Mission Square	100.00	IRA payment Vantagepoint
11/10/2023	ExpertPay	2,365.29	EFT Child support payment
11/10/2023	Cal Pers	618,584.74	EFT Health Insurance Payment
10/30/23-11/05/23	Workers Comp Activity	32,038.27	SCRMA checks issued/(voided)
10/30/23-11/05/23	Liability Trust - Claims	14,522.49	Claim checks issued/(voided)
10/30/23-11/05/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>3,053,669.41</u>	

DATE OF RATIFICATION: 11/13/23

TOTAL PAYMENTS BY WIRE:

3,053,669.41

Certified as to the accuracy of the wire transfers by:

	<u>11/13/23</u>
Treasury & Customer Services Manager	Date
	<u>11/14/23</u>
Interim Chief Financial Officer	Date
	<u>11-14-23</u>
City Manager	Date

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



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.7

TITLE:

2024 City Council Meeting Calendar

RECOMMENDATION:

1. Approve the 2024 City Council Meeting Calendar with staff 's recommended meeting cancellations.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

Since December 2019, the Clerk's office has presented a proposed City Council meeting calendar, with a list of proposed meetings for cancellation throughout the calendar year. An approved annual calendar allows for improved agenda planning and advanced notification of meeting dates to the community.

DISCUSSION:

2024 Proposed Meeting Cancellations for City Council Meetings

January 3rd	Winter Recess
April 2nd	ESUSD Spring Recess
July 16th	Summer Recess
August 6th	National Night Out - National Police Department Event

Traditionally, a meeting occurring around a holiday is cancelled due to the fact that certain city facilities are closed. More recently, the first meeting in August has been

2024 City Council Calendar

December 5, 2023

Page 2 of 2

cancelled due to National Night Out, an event held by Police Departments all across the nation. This year it isn't recommended to cancel the July 2nd meeting, since the 4th of July falls later in the week. This would mean a recess of 2 meetings in the summer months, versus 3 meetings, which has been the case in the past few years. City Council may discuss other options other than staff's recommendation.

*Per ESMC 1-4-4, if a Council Meeting falls on a holiday, the meeting will be scheduled for the next day.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to all customers.

PREPARED BY:

Tracy Weaver, City Clerk

REVIEWED BY:

Tracy Weaver, City Clerk

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 2024 CC Prep Calendar - draft

CITY OF EL SEGUNDO
2024 COUNCIL CALENDAR - DRAFT

City Council Meeting 4PM/6PM	Executive Team Meeting Executive Conference Room Every Tuesday at 9:00 AM	Final Agenda Staff Reports & Attachments Due Noon (Friday)	Deputy City Manager - Final Review (Wednesday)
*1/3/2024 (Wed)	ESUSD Winter Recess	12/22/2023	12/27/2023
1/16/2024 - Day after MLK Jr. Day		1/5/2024	1/10/2024
2/6/2024		1/26/2024	1/31/2024
2/20/2024 - Day after Presidents' Day		2/9/2024	2/14/2024
3/5/2024		2/23/2024	2/28/2024
3/19/2024		3/8/2024	3/13/2024
4/2/2024	ESUSD Spring Recess	3/22/2024	3/27/2024
4/16/2024		4/5/2024	4/10/2024
5/7/2024		4/26/2024	5/1/2024
5/21/2024		5/10/2024	5/15/2024
6/4/2024		5/24/2024	5/29/2024
6/18/2024		6/7/2024	6/12/2024
7/2/2024		6/21/2024	6/26/2024
7/16/2024	Summer Recess	7/5/2024	7/10/2024
8/6/2024	Police National Night Out	7/26/2024	7/31/2024
8/20/2024		8/9/2024	8/14/2024
9/3/2024 - Day after Labor Day		8/23/2024	8/28/2024
9/17/2024		9/6/2024	9/11/2024
10/1/2024		9/20/2024	9/25/2024
10/15/2024		10/4/2024	10/9/2024
11/5/2024		10/25/2024	10/30/2024
11/19/2024		11/8/2024	11/13/2024
12/3/2024		11/22/2024	11/27/2024 - Day before Thanksgiving
12/17/2024		12/6/2024	12/11/2024
1/7/2025		12/27/2024	**1/2/2025 (Thurs)
*Per ESMC 1-4-4, if a Council Meeting falls on a Holiday, it will be scheduled for the next day			
** Final Review due Thursday due to Wednesday Holiday.			
CANX = Cancel Meeting?			



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.8

TITLE:

Plans and Specifications for the Proposed Water Main Improvements Project along California Street, Sycamore Avenue, Palm Avenue and Elm Avenue

RECOMMENDATION:

1. Adopt a resolution approving the plans and specifications for the proposed Water Main Improvements Project along California Street, Sycamore Avenue, Palm Avenue, and Elm Avenue. Project No. PW 23-15 to avail the City of immunities pursuant to Government Code § 830.6.
2. Authorize staff to advertise the project for construction bids.
3. Alternately, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2023-24 Budget.

Amount Budgeted: \$1,500,000

Additional Appropriation: None.

Account Numbers:

1. \$1,000,000 from 501-400-7103-8207 (Water Main Replacement)
2. \$500,000 from 501-400-7103-8206 (Water Infrastructure)

BACKGROUND:

Much of the City's existing water distribution system dates back to the 1920s. Some of these water mains have exceeded their useful life and are now in need of replacement. Standard practices call for replacing water mains every 50-70 years due to natural degradation from soil chemistry and chlorinated potable water sources. Some of the

Adopt the Plans and Specifications for the Water Main Improvements Project

December 5, 2023

Page 2 of 3

water mains are also undersized for meeting today's potable water demand. Staff evaluate the water main conditions regularly to develop and prioritize the needed replacement/upsizing of the existing water mains.

DISCUSSION:

This year, a total of approximately 3,540 linear feet of water mains and about 102 linear feet of service lines are scheduled for replacement and upsizing at the following locations:

- California Street - between Sycamore Avenue and Maple Avenue
- California Street - between Palm Avenue and Mariposa Avenue
- Sycamore Avenue - between California Street and Washington Street
- Palm Avenue - between California Street and Washington Street
- Elm Avenue - between California Street and Washington Street

Staff evaluated the conditions of these water mains and determined that these segments of water mains need to be upsized and replaced. This work was identified and was included in the adopted budget as part of the Capital Improvement Program. The engineering plans and contract specifications, prepared by Omnis Consulting, Inc. are now complete and ready for adoption by the City Council.

Staff respectfully recommends that City Council adopt the attached resolution approving the plans and specifications for the project and authorize the project for construction bidding.

With the City Council's authorization, the anticipated schedule for the improvements is as follows:

December 2023: Advertising and Bid Process

February 2024: Contract Award

March 2024: Begin Construction

August 2024: End of Construction

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe

Adopt the Plans and Specifications for the Water Main Improvements Project

December 5, 2023

Page 3 of 3

community.

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution
2. Vicinity Map
3. Location Map

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR WATER MAIN IMPROVEMENTS ON CALIFORNIA STREET, SYCAMORE AVENUE, PALM AVENUE, AND ELM AVENUE, PROJECT NO. PW 23-15, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City Engineer prepared plans and specifications for PW 23-15, Water Main Improvements on California Street, Sycamore Avenue, Palm Avenue and Elm Avenue (“Project”) to install new water main lines and associated service lines. These plans and specifications are complete. Services related to the Project may begin;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

- A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City’s General Plan.
- D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Boyles, Mayor

ATTEST:

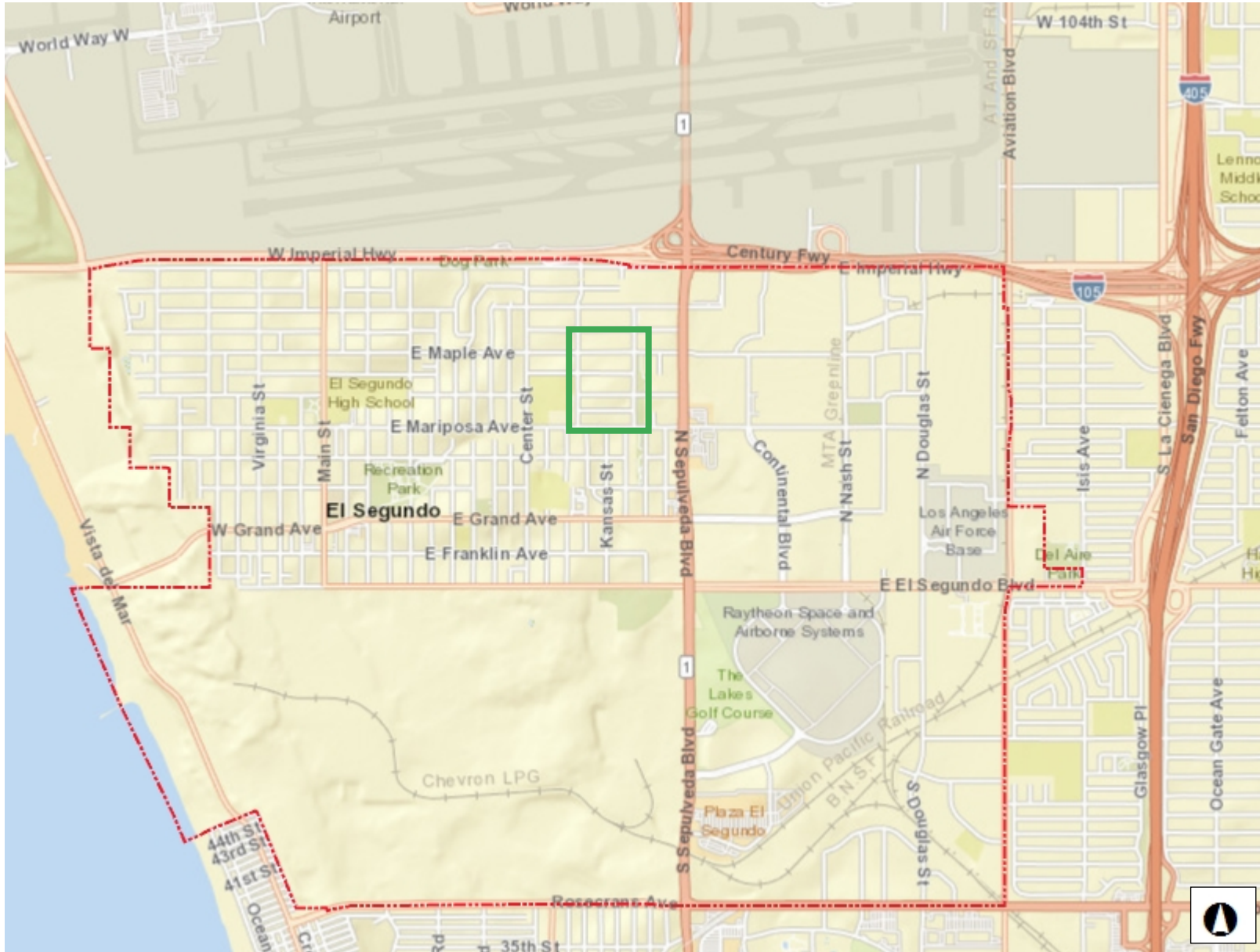
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney



PW 23-15 Water Main Improvements on California Street, Sycamore Avenue, Palm Avenue and Elm Avenue Project Vicinity Map

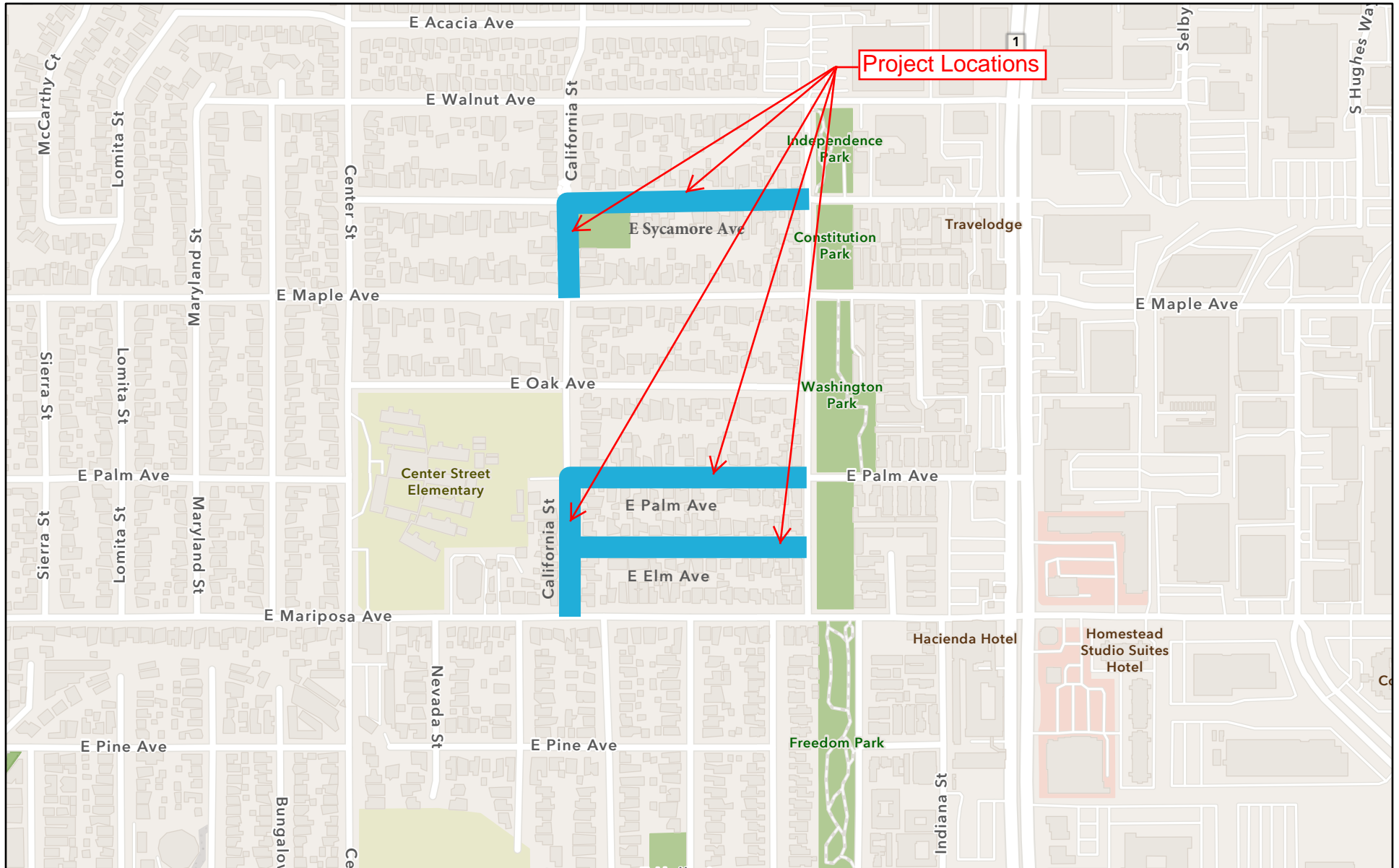


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PW 23-15 Water Main Improvements on California Street, Sycamore Avenue, Palm Avenue and Elm Avenue Project Location Map



9/18/2023

1:7,772
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.9

TITLE:

Contract Award for Phase 1 City Hall HVAC Improvements Project

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works contract with NKS Mechanical Contracting, Inc. in the amount of \$647,000.00 for Phase 1 City Hall HVAC Improvements Project, Project No. PW 23-03, and authorize an additional \$103,000.00 as contingency funds for potential unforeseen conditions.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2023-24 Budget.

Amount Budgeted: \$750,000

Additional Appropriation: None

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

BACKGROUND:

The El Segundo City Hall building was built in 1955. Heating and cooling for the building is mainly provided by two large capacity air handling units which are equipped with heating and cooling elements. These units are located on top of the roof and are recommended to receive needed upgrades.

The project was split into two phases. Phase 1 consists of the replacement of the handling unit in the north of the building and Phase 2 consists of the replacement of the handling unit located on the east side of the building.

DISCUSSION:

City staff advertised the phase 1 project, and the City Clerk received and opened the

Contract Award for Phase 1 City Hall HVAC Improvements Project

December 5, 2023

Page 2 of 2

following 7 bids on October 31, 2023:

1. NKS Mechanical Contracting, Inc. (Anaheim, CA)	\$647,000.00
2. ACCO Engineered Systems (El Segundo, CA)	\$689,500.00
3. Pardess Air, Inc. (Los Angeles, CA)	\$726,000.00
4. AC Pros, Inc. (Tarzana, CA)	\$789,206.00
5. RAN Enterprises Inc. (Huntington Beach, CA)	\$844,000.00
6. At Your Service Construction (Tarzana, CA)	\$926,000.00
7. Optima RPM, Inc. (Irvine, CA)	\$1,030,000.00

Staff checked references and the contractor's license status and found the performance of their work to be satisfactory. NKS Mechanical Contracting, Inc. has successfully completed similar projects for other public agencies.

With Council's authorization, construction is anticipated to commence in March 2024 and be substantially completed in April 2024.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

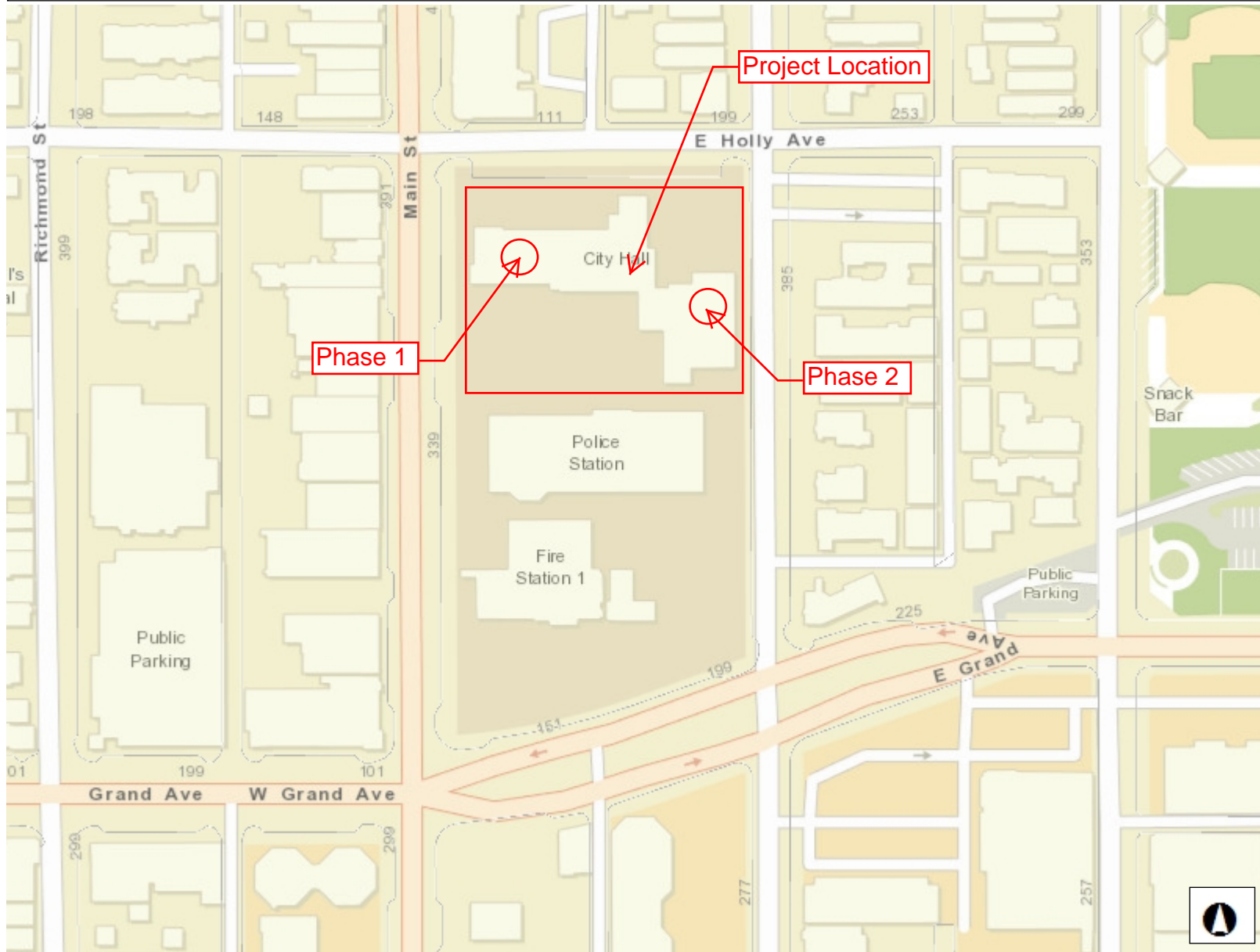
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Location Map
2. Vicinity Map



PW 23-03: Phase 1 City Hall HVAC Improvements Project Location Map



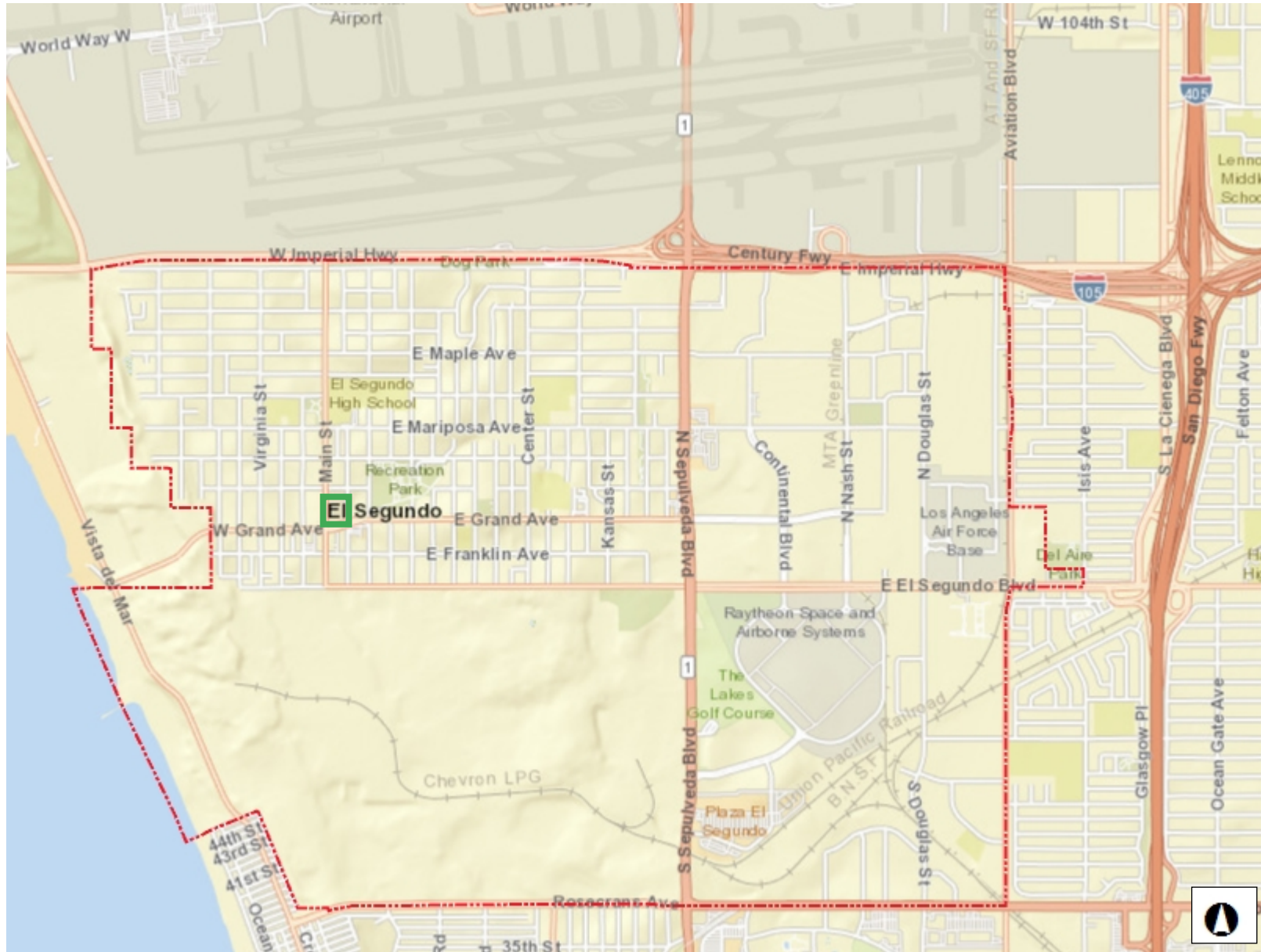
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PW 23-03 Phase 1 City Hall HVAC Improvements Project Vicinity Map



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City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.10

TITLE:

Notice of Completion for the FY 2022-23 Annual Concrete Improvements Project,
Project No. PW 22-17

RECOMMENDATION:

1. Accept the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17, by FS Contractors, 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 2022-23 Budget

Amount Budgeted: \$261,139

Additional Appropriation: No

Account Numbers:

1. \$248,500 from 106-400-8203-8606 (Sidewalk Repair – Gas Tax Fund)
2. \$12,639 from 301-400-8203-8705 (Sidewalk Repair – CIP Fund)

BACKGROUND:

On May 16, 2023, City Council awarded a construction contract to FS Contractors, Inc. in the amount of \$237,399 and approved a construction contingency amount of \$23,740 for a total amount of \$261,139. The final construction cost for this project was \$243,281.

Notice of Completion FY 2022-23 Annual Concrete Improvements Project

December 5, 2023

Page 2 of 2

DISCUSSION:

Construction began in July 2023 and was completed in October 2023. Through the construction of this project, several potential trip hazards were eliminated. Further, several drainage issues were resolved as part of this project.

Staff respectfully recommends that the City Council accept the work performed by FS Contractors, Inc. for the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17 and authorize the City Clerk to file a Notice of Completion with the County Recorder's office. All of the unspent budgeted funds will return to the source fund.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

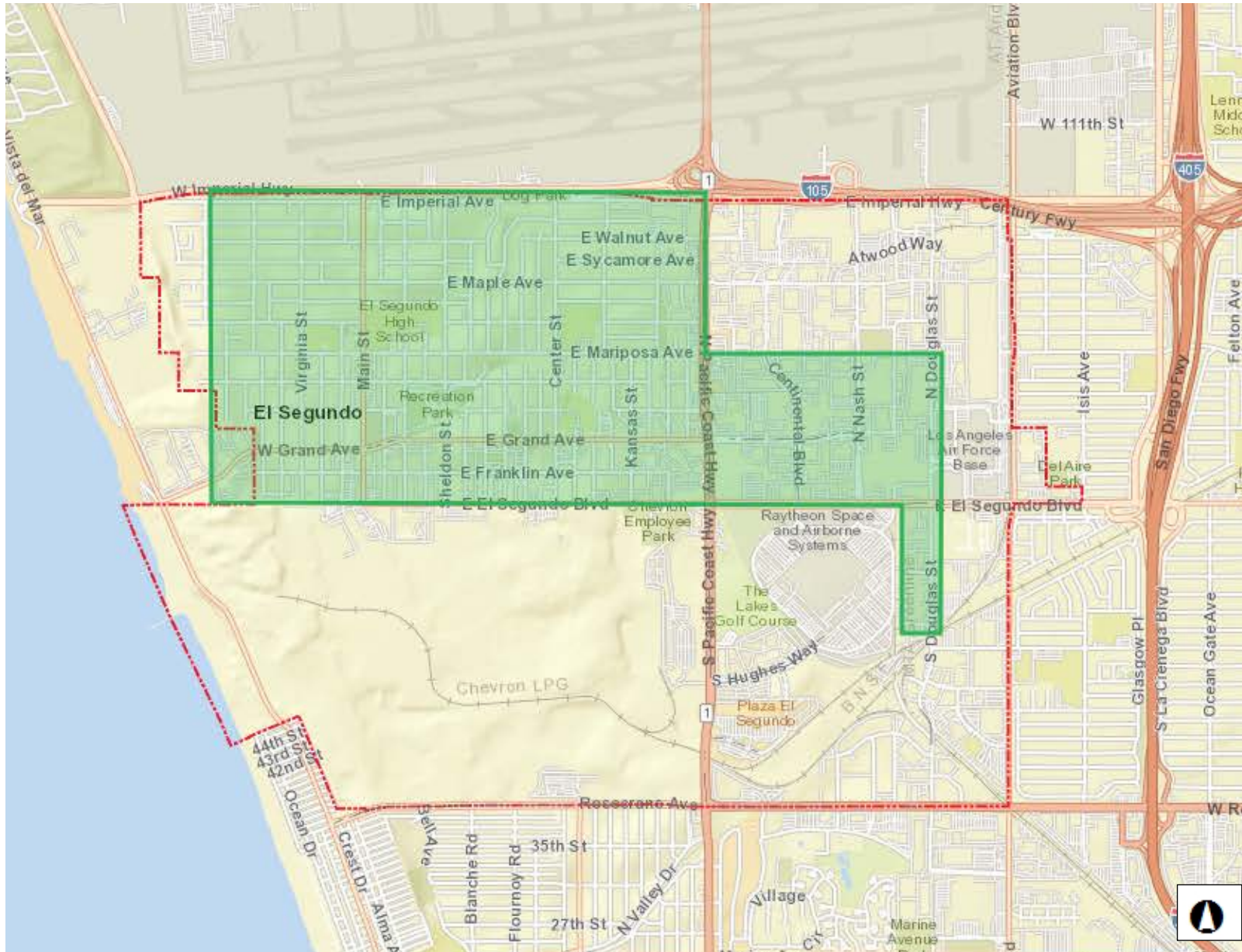
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 22-17
2. Location Map PW 22-17
3. Notice of Completion PW 22-17
4. Before and After Pictures PW 22-17



Vicinity Map

PW 22-17: FY 2022-23 Annual Concrete Improvements Project



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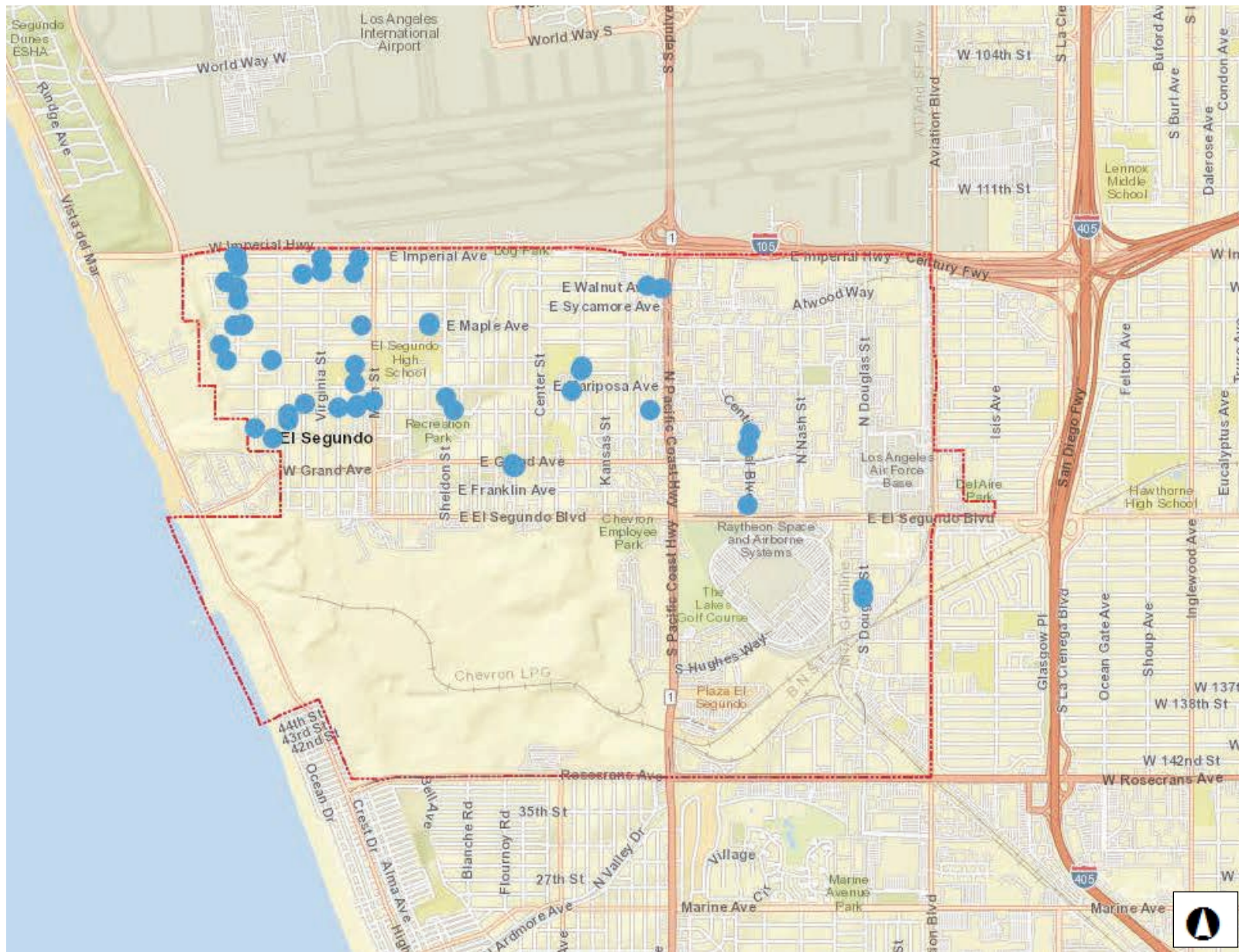
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Location Map

FY 2022-23 Annual Concrete Improvements Project, PW 22-17



Legend

- - - City Boundary
- Concrete Repair Areas

Notes

No Scale



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**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: FY 2022-23 Concrete Improvements Project

Project No. PW 22-17

Contract No. 6659

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 October 2, 2023. The work done was: FY 2022-23 Concrete Improvements Project
6. On December 5, 2023, 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: FS Contractors, 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:
 - Various locations in the City of El Segundo.
9. The street address of said property is: None.

City of El Segundo

Dated: _____, 2023

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works 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 _____, 2023 at El Segundo, California.

City of El Segundo

Elias Sassoon
Public Works Director

**BEFORE AND AFTER PICTURES
FY 2022-23 ANNUAL CONCRETE IMPROVEMENTS PROJECT, PW 22-17**

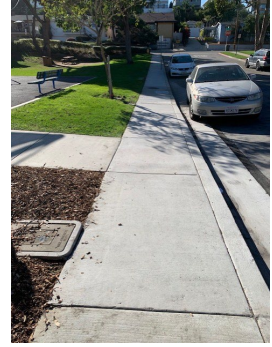
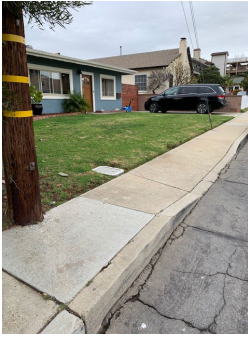
1. Before: 1204 E. Pine Ave. drainage issue is visible east of an existing catch basin..
After: Excess runoff is sent more effectively to the catch basin when a new driveway approach, curb, and gutter have been constructed.



2. Before: Looking south on Loma Vista from W. Pine Ave. shows uplifted curb and asphalt.
After: Looking north on Loma Vista toward W. Pine Ave. shows the problem tree was removed and new curb, sidewalk, and asphalt were constructed.



3. Before: Unused driveway approaches were removed from 205 W. Acacia and Holly Valley Park frontages. After: The approaches were replaced with sidewalk.



4. Before: 330 Sierra St. extremely uplifted sidewalk is visible next to a problem tree. After: The problem tree was removed and new sidewalk was constructed.



5. Before: 701 Grand Ave. uplifted sidewalk is visible next to a problem tree.. After: The problem tree was removed, and new sidewalk with a tree planting area was constructed.





City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.11

TITLE:

Approve the Purchase of a Combination Jet/Vacuum Truck for the City's Wastewater Division

RECOMMENDATION:

1. Authorize the City Manager to approve the purchase of one Combination Jet/Vacuum Sewer Truck for approximately \$668,000 by cooperative purchasing agreement pursuant to El Segundo Municipal Code § 1-7-9(C) and authorize an additional \$100,000 as contingency funds for potential unforeseen changes in price.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Replacement cost for this combination jet/vacuum truck is \$668,000 plus a contingency of \$100,000. Currently, the equipment replacement fund for this vehicle has \$291,700 available. The remaining balance of \$476,300 will be funded by savings from the Wastewater Enterprise Fund.

Over the years, vehicle costs have increased, yet the replacement rates collected through the Equipment Replacement Fund have remained at a consistent level. An increase in the amount of funds collected per year for the Equipment Replacement Fund will be needed to keep pace with the cost of inflation.

Amount Budgeted: \$768,000

Additional Appropriation: None

Account Numbers:

1. \$291,700 from 601-400-4202-8105 (Equipment Replacement)
2. \$476,300 from 502-400-4301-6206 (Sewer Operation - Contractual Services)

Purchase of Combination Jet/Vacuum Truck

December 5, 2023

Page 2 of 3

BACKGROUND:

The Wastewater Division of Public Works department uses a combination of vacuum and hydro-jetting truck to perform the required maintenance on the city's wastewater mains and stormwater pipes. The truck is used to perform needed jet-rodding and cleaning of the city's wastewater and stormwater underground systems, ensuring free-flowing pipelines and compliance with all Sanitary Sewer Overflow (SSO) and National Pollutant Discharge Elimination System (NPDES) regulations. The city also relies on this truck to respond to emergency situations such as stormwater pipe failures, wastewater blockages, and water main breaks, in order to protect the public health and safety of the residents.

The existing jet/vac sewer truck, which was purchased in 2004, has outlived its useful life and well-exceeded the manufacturer's recommended mileage. Additionally, the truck is not fully operational and is currently experiencing high upkeep and repair costs. As a result, the Wastewater Division had to resort to outsourcing maintenance tasks to contracted vendors when the truck was not operational. The City will benefit operationally and financially from the purchase of a new truck with up-to-date technology in the accomplishment of a wider range of operations.

DISCUSSION:

As the current jet/vac truck neared its year for scheduled replacement, staff began researching the market for a new unit and successfully located a suitable replacement from GapVax, Inc. It is to be noted that GapVax, Inc. is a member of Sourcewell, a public corporation serving as a municipal contract agency for government agencies. GapVax is the preferred manufacturer due to its performance, reliability, maintenance and life cycle cost. Plumbers Depot is the Southern California authorized supplier for GapVax, Inc., which is the preferred vendor. Staff recommends that the vacuum truck be procured through the Sourcewell/GapVax Agreement No. 101221-GPV.

The purchase recommended by staff will enable the City to operate a self-sustaining sewer and storm drain maintenance program for routine and emergency response situations as well. The new vehicle will comply with existing emission standards and provide additional safety features including additional lighting for increased visibility, a transmission lock out system designed to keep the truck from jumping out of gear, and reinforced lock mechanisms on the rear dump door to keep waste secured. With the purchase of this truck, a standard one year bumper to bumper warranty and five year warranty for the holding tanks will be provided. The combo jet/vac truck is ready for delivery and will be available immediately upon purchase.

Staff recommends that the City Council approve the waiver of competitive bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and authorize the City Manager to purchase one new Combination Jet/Vacuum Sewer Truck through the previously mentioned cooperative purchase agreement.

Purchase of Combination Jet/Vacuum Truck

December 5, 2023

Page 3 of 3

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective 2A: El Segundo is a safe and prepared community.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Erica Miramontes, Senior Management Analyst

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.12

TITLE:

Second Reading and Adoption of an Ordinance Amending the El Segundo Municipal Code to Allow Permanent Regulations of Short-Term Home Sharing through a Home Share Permit Process

RECOMMENDATION:

1. Waive second reading and adopt an Ordinance for Environmental Assessment No. 1180 and Zone Text Amendment No. 23-02, amending the El Segundo Municipal Code ("ESMC") Chapters 4-16 and 15-4A-1 to allow permanent regulation of short-term home sharing through a permit process and find it exempt from further environmental review pursuant to 14 California Code of Regulations §§ 15358 and 15061(b)(3).
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The proposed amendments allow short-term home sharing through a Home Share Permit. Implementation of the Ordinance will result in collection of permit fees, business license fees and Transient Occupancy Tax ("TOT"). Ongoing enforcement and management of home sharing is absorbed by the annual operating budget for the Community Development and Finance Departments.

BACKGROUND:

In July 2020, City Council adopted an ordinance establishing regulations for short-term home sharing rentals as part of a 15-month pilot program.

On October 27, 2022, the Planning Commission reviewed major findings and results of the pilot program, and recommended that City Council adopt an ordinance that permanently allows short-term home sharing.

Home Share Permit Ordinance

December 5, 2023

Page 2 of 2

On November 15, 2022, City Council considered the Planning Commission recommendation, and extended the pilot program for 12 months.

On November 7, 2023, City Council conducted a public hearing on an ordinance amending ESMC Chapters 4-16 and 15-4A-1 to allow permanent regulations of short-term home sharing through a Home Share Permit process. After discussing the item, City Council introduced the ordinance for first reading.

DISCUSSION:

City Council may waive second reading and adopt the ordinance as introduced on November 7, 2023. If the ordinance is adopted by City Council at its December 5, 2023 meeting, the effective date of the Ordinance will be January 4, 2024, which is 30 days from the adoption date.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective 2A: El Segundo is a safe and prepared community.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

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:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Home Share Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EL SEGUNDO AMENDING TITLE 4 CHAPTER 16 (HOME SHARING PERMIT) AND TITLE 15 (ZONING REGULATIONS) OF THE EL SEGUNDO MUNICIPAL CODE TO PERMANENTLY ALLOW SHORT-TERM HOME SHARING RENTALS IN THE CITY'S RESIDENTIAL ZONES THROUGH A SHORT-TERM HOME SHARING PERMIT.

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

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

- A. Due to close proximity of El Segundo to Los Angeles International airport, beaches and Southern California tourist destinations, and being home to a significant number of Fortune 500 companies, the City of El Segundo is a popular location for alternative short-term lodging;
- B. The renting of rooms in private homes on a short-term basis to visitors provides a community benefit by expanding the number and type of lodging facilities available and assists owners of homes by providing revenue which may be used for maintenance and upgrades to these units;
- C. The renting of rooms in private homes by owners for temporary occupancy is also a community concern due to the potential for increased traffic, and noise in residential neighborhoods if these uses are not properly regulated;
- D. Problems with short-term lodgings are particularly acute in the residential zones where the peace, safety and general welfare of the long-term residents are potentially threatened;
- E. An effective way to minimize the problems associated with short-term rental units is to allow short-term home sharing through a permit process with restrictions and operational regulations;
- F. On October 27, 2022, the El Segundo Planning Commission held a noticed public hearing to receive public testimony and other evidence regarding the proposed ordinance, including information provided by city staff; and, adopted Resolution No. 2927 recommending that the City Council approve proposed amendments to permanently allow short-term rentals in the form of home sharing only, as a permitted use through issuance of a Home Share Permit;
- G. On November 15, 2022, the El Segundo City Council held a public hearing and considered the information provided by staff and public testimony regarding the ordinance recommended by the Planning Commission;
- H. The City Council extended the short-term home sharing pilot program for another 12 months, until the end of 2023, for gathering additional information regarding the impacts of the program and to study the appropriate methods and penalties for

individuals engaging in unlawful short-term rental activities in the residential areas of the City, and directed staff to return in one year;

- I. Government Code § 34104 et seq. authorizes the City to issue subpoenas requiring the attendance of witnesses or production of books or other documents for evidence or testimony, and the City Council finds that City inquiries into operators' compliance with this ordinance constitutes an "action or proceeding, as described in Government Code § 34104.
- J. On November 7, 2023, the El Segundo City Council held a public hearing and considered the information provided by staff and public testimony regarding the recommended ordinance; and,
- K. This ordinance and its findings are made based upon the entire administrative record including testimony and evidence presented to City Council at its November 19, 2019, February 4, February 18, March 3 and June 16, 2020, November 15, 2022, and November 7, 2023 public hearings and the staff reports submitted by the Community Development Department.

SECTION 2: Environmental Assessment. The City Council finds that this ordinance is exempt from further review under the California Environmental Quality Act (Public Resources Code Sections 21000 et. seq. ("CEQA")) pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 3: General Plan Findings. Considering all of its aspects, the El Segundo Municipal Code ("ESMC") amendments proposed by this ordinance will further the goals, objectives and policies of the General Plan and not obstruct their attainment. More specifically:

- A. This amendment conforms to the Land Use Element Goals, Objectives and Policies. Specifically, the amendment is consistent with Goal LU1, Objective LU1-1, Goal LU3, in that the amendment ensures the preservation, protection and extension of existing residential uses; and promotes the health, safety, and wellbeing of the people of El Segundo by adopting standards for the proper balance, relationship, and distribution of the residential land uses at all times in accordance with applicable law.
- B. This text amendment of the Permitted Uses section in each of the City's residential zones conforms to the General Plan. The changes do not modify or increase the maximum density of dwelling units per acre currently allowed in the Residential Land Use designation. As a result, the Zone Text Amendment conforms to the Land Use Element of the General Plan.

- C. The text amendment complies with Objective LU 1-5.6 in that the changes to the existing language will permanently allow short-term home sharing rentals for property owners through a home sharing permit requirement provided it is the property owner's primary residence.
- D. The text amendment is consistent with the Residential Land Use designation in that the changes do not modify or increase the maximum density of dwelling units per acre currently allowed by the Residential zoning designations.

SECTION 4: *Zone Text Amendment Findings.* In accordance with ESMC Section 15-26-4 the City Council finds as follows:

- A. This ordinance is consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. The proposed Ordinance allows home sharing as a permitted use provided that a Home Share Permit is approved, which contains operational regulations, permit conditions and restrictions that minimize impacts in residential neighborhoods.
- B. This ordinance is necessary to minimize the likelihood that this activity goes underground, at which point the City would not have an account of the number of short-term rentals, their locations, or a funding mechanism to offset any increase in demand for City services resulting from the short-term rental units.

SECTION 5: The title of Chapter 16 of Title 4 of the ESMC 4-16 is amended to read as follows: HOME SHARING ~~PILOT~~ PERMIT PROGRAM.

SECTION 6: Section 4-16-1 is amended in its entirety to read as follows:

“The purpose of this Chapter is to require the owner of a residentially-zoned dwelling unit that is used for home sharing to apply for and secure a permit authorizing such use in the manner provided for in this Chapter.”

SECTION 7: Section 4-16-4 (Application for Permit; Fee) of the ESMC is amended to read as follows:

“4-16-4: APPLICATION FOR PERMIT; FEE

An application for a Short-term Home Sharing Rental Permit must be made on a form approved by the Director and must contain the following information:

- A. The name, address and telephone number of the owner of the unit for which the permit is to be issued.
- B. Evidence that a City business license has been applied for or obtained for operating a short-term home sharing business.
- C. Evidence that a valid Transient Occupancy Registration Certificate has been issued by the City for the home sharing unit.

D. Proof of general liability insurance in the amount of \$1,000,000 combined single limit and an executed agreement to indemnify, defend, and hold the City harmless from any and all claims and liabilities of any kind whatsoever resulting from or arising out of the short-term home sharing rental activity.

~~E. An acknowledgment that the use of the property for home sharing is subject to a sunset provision, and that the owner will acquire no vested right to the continued use of any portion of the dwelling unit for short-term home sharing rental after the sunset period expires.~~

~~F E.~~ An affidavit signed by the property owner attesting that the property to be used for short-term home sharing rental is the owner's primary residence as defined in Section 4-16-2.

~~G F.~~ Such other information as required by the Administrative Guidelines or as the Director deems reasonably necessary to administer this Chapter.

~~H G.~~ The Short-term Home Sharing Permit Application must be signed by the property owner and notarized.

~~I H.~~ An application for a Short-term Home Sharing Rental Permit must be accompanied by a fee established by resolution of the City Council."

SECTION 8: Section 4-16-5 (Permit Expiration) of the ESMC is amended to read as follows:

"4-16-5: PERMIT EXPIRATION

~~A. The permits issued pursuant to 4-16-4 shall expire on December 31, 2023, unless they are terminated earlier pursuant to 4-16-11 or for any failure to comply with all applicable laws and regulations.~~

~~B. Upon a change of property ownership, the Short-term Home Sharing Rental Permit will automatically expire. For purposes of this Chapter, a change of ownership has the definition set forth in Revenue and Taxation Code section 60 et seq."~~

SECTION 9: Subsection (B) of Section 4-16-7 of the ESMC is amended to read as follows:

"B. Home sharing is permitted in the residential unit that is the primary residence of the property owner within the R-1, R-2, or R-3 Zones, pursuant to El Segundo Municipal Code §§ 15-4A-1, ~~15-4A-2, 15-4B-2, and 15-4C-2.~~"

SECTION 10: Section 4-16-11 of the ESMC is amended to read as follows

"A. Any person who violates any provision of this Chapter, or any hosting platform that fails to meet its obligations under Section 4-16-9, is guilty of either (i) an infraction which shall be punishable by a fine not exceeding \$2,500 for the first

violation and \$5,000 for each additional violation within a twelve-month period, or (ii) a misdemeanor which shall be punishable by a fine not exceeding \$1,000 or by imprisonment in the county jail for not more than six months, or by both.

B. Any person who violates any provision of this Chapter, or hosting platform that violates its obligations under Section [4-16-9](#), shall be subject to administrative citations and penalties pursuant to Title 1, Chapter 2A of this Code.

C. If the property upon which a short-term home sharing rental unit is located is the subject or the site of two violations of any of the provisions of this Chapter, or of Chapters 1, 2, or 13 of Title 7 of this Code, the Short-term Home Sharing Rental Permit for the unit shall be automatically revoked. In such a case, no new Short-term Home Sharing Rental Permit may be issued for the unit for the earlier of either three months from the effective date of revocation; or a change of the ownership of the unit to a new person.

D. In addition to the penalties set forth herein, if the short-term home sharing rental property is the site of a loud or unruly gathering in violation of Section [7-12-3](#) that results in the issuance of an administrative citation or criminal charge, the Short-term Home Sharing Rental Permit will be automatically revoked if and when the administrative citation becomes final (i.e., the time for administrative or judicial review has passed or a final court judgment has been entered upholding the citation) or a criminal conviction is obtained. In such a case, no new Short-term Home Sharing Rental Permit may be issued for the unit for the earlier of either three months from the effective date of revocation; or a change of the ownership of the unit to a new person.

E. The City may issue and serve administrative subpoena, pursuant to Government Code § 34104 et seq., as necessary to obtain specific information regarding short-term home sharing rental listings located in the City, including, without limitation, the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, the listing price, and any other information necessary for the City to determine compliance with this Chapter.

~~E. F.~~ F. The remedies provided in this Section are not exclusive, and nothing in this Section shall preclude the City's use or application of any other remedies, penalties or procedures established by law."

SECTION 11: Section 4-16-13 of the ESMC is repealed:

~~4-16-13: SUNSET PROVISION~~

~~This Chapter shall remain in effect until the earlier of this ordinance being rescinded, or December 31, 2023. The sunset or repeal of any provision of this Chapter does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before effective date of the sunset or repeal of the Chapter. Any such repealed part will~~

~~remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of the repeal.~~

SECTION 12: “Table No. 1 – Permitted uses in residential zones” in Section 15-4A-1 of the ESMC is amended as follows:

Uses	Zones		
	R-1	R-2	R-3
Residential uses/Hospitality			
	*	*	*
Renting of up to two rooms to not more than four persons per dwelling unit	P	P	P
	*	*	*

SECTION 13: CONSTRUCTION. This ordinance must be broadly construed in order 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 14: ENFORCEABILITY. Repeal of any provision of the ESMC does 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 15: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 16: 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 17: 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 18: This ordinance will take effect 30 days after its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Boyles, Mayor

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ____ day of _____ 2023, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of _____, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Consent

Item Number: B.13

TITLE:

Professional Services Agreement with ESA Associates for \$364,000 to Prepare an Environmental Impact Report to be Reimbursed by the Developer of a Proposed Residential Project Located at 1521 E. Grand Avenue

RECOMMENDATION:

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with ESA Associates for \$364,000 to prepare an Environmental Impact Report to be reimbursed by the developer of a proposed residential project located at 1521 E. Grand Avenue.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The Community Development Department often hires consultants to provide services to the City related to certain entitlement projects. Although the City retains the consultant to provide services, the consultant is actually paid by the project applicant or developer. Developers and applicants are required to deposit funds with the City to cover consultant costs, and the City then pays the consultants from such funds. Thus, no City funds are used to pay such consultants.

The City's Municipal Code provides a framework for the purchase of services with the use of City funds, which grants authority to the City Manager to sign PSAs for up to \$50,000 per fiscal year. Developer-reimbursed projects have been exempt from this general rule since 2007 when the City Manager was allowed to approve a PSA up to \$75,000 without seeking Council approval. The maximum PSA amount was increased in 2008 to \$125,000, then increased to \$200,000 in 2011, and most recently increased to \$250,000 in 2021. The exemption was created for two reasons. First, such services

Agreement for Developer-Reimbursed Project

December 5, 2023

Page 2 of 3

are not paid for using City funds. Instead, consultants providing services to the City on developer-reimbursed projects are paid by the City using the developer's or applicant's funds that are deposited with the City. Second, allowing the City Manager to sign PSAs for services up to \$250,000 without seeking Council approval helps expedite projects.

Staff obtained two cost proposals from environmental consulting firms to prepare the necessary CEQA documentation for a proposed residential project located at 1521 E. Grand Avenue. Both firms' cost proposals exceed the \$250,000 limit, thereby requiring City Council approval authorizing the City Manager to execute the PSA.

DISCUSSION:

Community Development staff has selected ESA Associates to prepare the necessary CEQA documentation for the proposed residential project located at 1521 E. Grand Avenue. The firm has worked on several projects in the city and has the familiarity to conduct an independent and legally defensible document. ESA's cost proposal assumes preparation of an Environmental Impact Report, including the Initial Study, notices, preparation of technical studies, and additional assessments. The cost to prepare the documentation is \$330,517; however, the PSA would include a "not to exceed" amount of \$364,000 to account for unanticipated contingencies.

The applicant is aware of and concurs with staff's selection of ESA Associates. The applicant has also entered into a Reimbursement Agreement with the City and has made an initial deposit of \$100,000.

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:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. PSA for CEQA
2. ESA Proposal for CEQA Services

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

This AGREEMENT is entered into this ____ day of December, 2023, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and ENVIRONMENTAL SCIENCE ASSOCIATES, a California Corporation (“CONSULTANT”).

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 \$364,000 for CONSULTANT’S services, which includes a 10-percent contingency above the CONSULTANT’S cost proposal in the attached Exhibit “A” (CEQA Environmental Impact Report for 1521 E. Grand Avenue, El Segundo, CA, dated May 5, 2023), which is incorporated by reference. CITY may modify this amount as set forth below. CONSULTANT acknowledges that it will be paid by funds received by the CITY from the Developer and/or Applicant associated with Pacific Coast Commons Specific Plan project for which CONSULTANT performs services on behalf of the CITY.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit “A” (CEQA Environmental Impact Report for 1521 E. Grand Avenue, El Segundo, CA, dated May 5, 2023), 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 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 level of care and skill ordinarily exercised at the time of performance by

professionals engaged in providing similar services under similar circumstances. 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 cure any shortcomings to CITY's reasonable 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 remaining budget.

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 reasonably acquainted with the conditions there existing that are readily observable, 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 effective date above through June 30, 2025. 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" (CEQA Environmental

Impact Report for 1521 E. Grand Avenue, El Segundo, CA, dated May 5, 2023);

- 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 23 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 five (5) days, 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: Proposal to Provide Assistance Regarding City of El Segundo General Plan and Zoning Amendments, dated March 15, 2023

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 to perform the services under this Agreement.

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 performed up to the effective date of notice of termination, and costs necessarily incurred by CONSULTANT due to termination, including the costs attributable to CONSULTANT's termination of any subconsultant agreements, 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 shall become CITY's property upon payment for the services performed. 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. Notwithstanding anything to the contrary above, CONSULTANT and its subconsultants shall retain all right, title, and interest in, including copyrights, to their standard details, drawings, designs, specifications, trade secrets, source code, software, or other intellectual property used in CONSULTANT's or its subconsultants' practice and existing prior to the date of this Agreement (collectively "Pre-Existing Property"), subject to a limited, non-exclusive, royalty-free license to CITY to use such Pre-Existing Property in accordance with the terms of this Agreement.

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, to the extent caused by any negligent or intentionally wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.**
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, to the extent caused by any negligent or intentionally wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, which is subject to this Section 18(A)(ii), whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request) 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, 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 222, 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 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.

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 pertaining to the services under this Agreement. 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
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88 or equivalent. 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. Commercial General Liability and Business Automobile 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, or equivalent, 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 15.

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

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:

<u>If to CONSULTANT:</u>	<u>If to CITY:</u>
Environmental Science Associates	City of El Segundo
626 Wilshire Blvd., Suite 1100	350 Main Street
Los Angeles, CA 90017	El Segundo, CA 90245
Attention: Luci Hise-Fisher	Attention: Eduardo Schonborn

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.

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 Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is one (1) Attachment to this Agreement. 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. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

35. 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.

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. Neither CONSULTANT nor CITY shall be considered in breach or default 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 control. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such force majeure event; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

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 accordance with the terms herein. 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 reasonably satisfy a public CITY.

[Signatures on next page]

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

CITY OF EL SEGUNDO

ENVIRONMENTAL SCIENCE
ASSOCIATES

Darrell George
City Manager

By: Ruta Thomas

Title: Regional Director

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. 94-1698350

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

By: _____
Joaquin Vazquez, Assistant City Attorney



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May 5, 2023

Eduardo Schonberg, AICP
Planning Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245

Subject: CEQA Environmental Impact Report for 1521 E. Grand Avenue, El Segundo, CA

Dear Eduardo:

Environmental Science Associates (ESA) thanks you for the opportunity to submit our proposal to provide California Environmental Quality Act (CEQA) services for the 1521 E. Grand Avenue Residential Project. Included in this proposal is our understanding of the project, scope of work, estimated schedule, and anticipated fees to prepare and complete a Subsequent Environmental Impact Report (EIR) for the project.

Firm Profile and Experience

Founded in 1969 by three scientists, ESA quickly became known for its high-quality CEQA documentation and science-based environmental impact analyses. But ESA is not just a firm that prepares environmental documents—we've evolved into a broad-service science and planning firm committed to effective problem-solving, sustainability, and delivery of integrated environmental and planning solutions throughout California, particularly southern California. We assist clients in the earliest phases of project conception and alternatives screening, through environmental review and regulatory approval, to project implementation and mitigation monitoring. We are committed to providing excellent technical and strategic environmental support services tailored to meet our clients' unique requirements. ESA is a 100 percent employee-owned, California-based firm with a staff of more than 500 stationed in our 20 offices in the western and southeastern United States from which we have seamlessly been able to continue the high-quality work and responsiveness ESA is known for.

ESA has the experience and expertise required to address the needs of the project, informed through the completion of hundreds of CEQA documents within the greater Los Angeles area, including within the City El Segundo. To name only a few, recent CEQA documents that have analyzed infill development in close proximity to sensitive uses (i.e., residential uses) similar to the project include: 670 Mesquit Mixed-Use Project EIR, Fourth and Central Project EIR, 11469 Jefferson Boulevard Project MND, Culver Crossings EIR, 668 S. Alameda Mixed-Use Project EIR, Hollywood Center EIR, 6220 Yucca Street EIR, Miramar Hotel EIR, and 6220 Onni Times Square EIR. In addition, ESA prepared the EIR for the Continental Grand Campus Specific Plan in the City of El Segundo. This experience reflects a significant amount of work with successful outcomes on high visibility and



controversial projects. Included within these efforts, ESA has addressed issues with contaminated soils and soil vapors involving DTSC regulatory oversight and/or review.

Project Understanding

The approximately 3.62-acre project site, which is comprised of six assessor parcels (4139-008-010, -011, -012, -018, -046, -047), is located at 1521 E. Grand Avenue in El Segundo. The project site occupies a City block and is bound to the south by Grand Avenue, to the north by Holly Street, to the east by Washington Street (a private street), and to the west by Kansas Street.

The project site is currently developed with three industrial buildings that are one to three stories in height and provide approximately 99,029 square feet of floor area and associated surface parking. The buildings, which are currently vacant, were previously occupied by a semiconductor manufacturing facility, an electrical laboratory, and maintenance and parts repair. The City has issued a demolition permit and it is anticipated that the buildings will be removed in 2023.

The site is located in a mixed-use area. Immediately across Holly Street, to the north of the site, is a single-family residential neighborhood consisting of one- to two-story residences and to the northwest is Holly Kansas Park, a small park with a playground, and to the northeast is Freedom Park, a linear park with walking trails. Commercial development is located immediately across Washington Street to the east of the site; the uses include automotive repair, scooter and motorbike sales, and other similar uses. Commercial uses are also located to the south of the site, immediately across Grand Avenue. Multifamily residential complexes with a total of 88 condominium units are located to the west of the site across Kansas Street.

The project would develop a total of 350 multi-family dwelling units, and would include amenities and recreation areas, as well public and private open space. The project will include a mix of studio, one-bedroom, two-bedroom and three-bedroom units within a single building. The project will include private open space, with approximately 11,000 square feet of indoor amenity and recreation areas as well as private balconies and patios for most units. Outdoor open space will be provided in three outdoor courtyards that open to the Kansas Street frontage and three roof decks. The residential building, which will total approximately 313,000 square feet of gross floor area, will range from three to six levels, measuring up to 60 feet in height (excluding parapet).

Vehicular access, including ingress and egress, will be provided via Grand Avenue and Washington Street. Parking will be provided in a 7-level parking structure that will have approximately one level below grade and 6 levels above grade. The parking structure, which will be located at the southeast corner of the project site, will total approximately 140,000 square feet of gross area. The garage will be partially wrapped by the residential building and would daylight along Washington Street. The parking structure will be approximately 60 feet in height. The entrance to the parking structure will be from Washington Street. The project will also

gate Washington Street (a private street) north of the garage entrance and just south of the Holly Street intersection, prohibiting public access through the street and preventing traffic flow through the residential neighborhood to the north of the Site. Emergency vehicles, refuse trucks, and delivery trucks will access the Site from Washington Street.

Construction of the project is anticipated to be in multiple phases with an overall construction duration of approximately 28 months. Construction is anticipated to commence in 2024.

The project site is located within the Smoky Hollow Specific Plan area within Smoky Hollow East. The project site is designated Smoky Hollow Mixed-Use in the City’s General Plan and is zoned Smoky Hollow East (SH-E). The City Council certified a Program EIR and adopted the Smoky Hollow Specific Plan in October 2018 and the Specific Plan was amended in March 2022. The Specific Plan establishes the vision, uses, and development standards for the area. The Program EIR stated that implementation of the Specific Plan would increase development intensity and lead to a shift in land uses from industrial to offices and related uses. Residential uses, with the exception of caretaker units, are not permitted in the Smoky Hollow Specific Plan area. Therefore, the project will require a General Plan Amendment and a Zone Change. Revisions will be necessary to the Specific Plan as well, which could occur as amendments to the Specific Plan or the adoption of a revised Specific Plan. In addition, the project will require Site Plan Review and may require other City approvals, which will be determined early in the process. Therefore, the scope of work that follows is for the preparation of a Subsequent EIR that will use relevant information from the Program EIR and other environmental documents for development within the Specific Plan area.

Scope of Work

EIR WORK PLAN

The table below lists the tasks required for the timely completion of the environmental review process via an EIR. Following the table is a description of each separate task and their associated deliverables.

Task Description
Task 1: Project Initiation, Collect Data, and Prepare Project Description
Task 2: Prepare & Distribute Initial Study/Notice of Preparation (NOP)
Task 3: Prepare and Distribute Draft EIR
Task 4: Prepare and Distribute Final EIR
Task 5: Management, Meetings/Teleconferences & Coordination

Task 1: Project Initiation, Collect Data, and Prepare Project Description

ESA will attend a kick-off meeting with the City to discuss the status of the project, available information, overall priorities for the CEQA process, communication protocols, next steps, and the project schedule.

Following the meeting and a thorough review of the most recent project plans and related information, including the Smoky Hollow Specific Plan and associated EIR, ESA will prepare a data needs memorandum listing additional information and assumptions that may be required to support completion of the CEQA process. Examples of data to be confirmed include anticipated completion date, proposed sustainability features (i.e., LEED® certification), construction schedule, construction equipment and phasing, demolition and excavation volumes, narratives concerning architectural and landscape designs, and various details concerning operation of the project. ESA assumes team responses to the majority of our data needs will be provided within approximately three weeks of receipt of our request, in a consolidated format, and that a prolonged iterative process to obtain the information needed to complete the process will not be required.

Upon receipt of necessary project information identified in our data needs list, ESA will prepare a draft Project Description for City review. As discussed below, this Project Description will be included in an Initial Study package and will be used as the basis for preparing the Explanation of Checklist Determinations within the Initial Study package. Upon receipt of team comments, ESA will make necessary changes to the Project Description. ESA assumes that two iterations of the Project Description will be required.

PRODUCTS

- Data Needs Memorandum
- First Draft of Project Description
- Final Project Description to Support Initial Study & EIR analyses

Task 2: Prepare and Distribute Initial Study/Notice of Preparation (NOP)

ESA will prepare an Initial Study that will consist of the City's Initial Study Checklist accompanied by an analysis of each resource area, and the Project Description described above. The Initial Study will identify issues that will be analyzed in the EIR and, importantly, substantiate why other issues will not require further study. The Initial Study Checklist is comprised of a number of technical questions in 20 broad categories, each of which must be addressed with a data and/or logic-based analysis. 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. For issues where a potentially significant impact is identified, the issue will be carried forward for detailed analysis in the EIR.

The Initial Study will identify relevant mitigation measures in the adopted Mitigation Monitoring and Reporting Program (MMRP) that resulted from the Program EIR prepared for the Smoky Hollow Specific Plan. If an applicable mitigation measure will serve to reduce a potentially significant environmental impact to less than significant, the issue will not warrant further review in the Subsequent EIR.

Based on our review of the project the following issues are assumed to have the potential for significant project impacts or otherwise warrant analysis in the Subsequent EIR: aesthetics, air quality (construction and operation), energy, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality (potentially), land use and planning, noise, population/housing, public services/recreation, transportation, tribal cultural resources, and utilities and service systems. If it becomes apparent based on completion of the Initial Study, review of technical reports, and/or discussions with the Team that any of the above listed issues can be excluded from the Subsequent EIR or if additional issues need to be addressed in the Subsequent EIR, ESA will notify the City and adjust the scope of work and budget accordingly. In the event that additional issues are added to the Subsequent EIR, additional costs may be required.

With regard to archeological and paleontological resources, because the Program EIR prepared for the Smoky Hollow Specific Plan included mitigation measures for these issues that can be applied to the project, further environmental review in the Subsequent EIR does not appear necessary. However, ESA will conduct a records search through the California Historical Resources Information System-South Central Coastal Information Center (SCCIC) to identify any previously recorded archaeological resources and studies within the project site and a 0.50-mile radius, a Sacred Lands File search from the California Native American Heritage Commission in order to solicit information on sensitive or undocumented traditional/cultural sites in the vicinity of the project, and a brief archaeological sensitivity assessment to identify the potential for encountering subsurface archaeological resources or human remains during ground disturbance. Thus, ESA assumes these issues will be scoped out of the EIR in the Initial Study.

With regard to biological resources, there are a number of mature trees on the project site, which may be used for nesting by migratory birds and thus, are protected under the federal Migratory Bird Treaty Act (USC 16 703–712). If removal of the vegetation occurs during nesting season (typically between February 1 and September 1), the project applicant is required to conduct nesting bird surveys in accordance with the California Department of Fish and Wildlife requirements prior to removal of the trees. Furthermore, the project would be subject to Municipal Code tree replacement requirements. ESA assumes compliance with the Migratory Bird Treaty Act, the City’s municipal code, and other applicable regulations would ensure impacts to nesting birds are less than significant. ESA also assumes a Tree Study will be provided to ESA that will document the existing conditions on the project site. If a Tree Study is not available, ESA can provide the Study under a separate scope and fee. Should mitigation be required, or the City prefers a different approach, this issue may need to be analyzed in the EIR.

Once drafted, ESA will submit the Initial Study package to the City for review. Upon review by the City, ESA will make any necessary changes to the Initial Study package. Although ESA cannot accurately predict the level of City comments, for purposes of this scope of work, it is assumed that only minor revisions to the Initial Study will be required. ESA assumes that up to two rounds of City comments will be provided.

As part of this task, ESA will also prepare an NOP of a Draft Subsequent EIR for review by the City. In addition, ESA assumes that a virtual public scoping meeting will be held and thus, a Notice of a Public Scoping Meeting will be incorporated into the NOP. In accordance with CEQA requirements, the NOP/Notice of Public Scoping Meeting will include a brief description of the project, a list of the probable environmental effects of the project, a conceptual site plan, a copy of the radius map and the date, time and location of the public scoping meeting. ESA will need assistance from the City in coordinating and preparing the mailing list for public agencies and interested parties. Once the NOP/Notice of Public Scoping meeting is signed by City staff, ESA will distribute the NOP/Notice of Public Scoping meeting via certified mail to the agency/Interested Parties List to begin the 30-day public comment period. We assume that the owners/occupants list and mailing labels will be provided by the project applicant and the City will handle the distribution. During the NOP comment period, the Initial Study will also be made available by City staff for public review.

Products

- 1st Draft Initial Study Package for City Review
- 2nd Draft Initial Study Package for City Review
- Final Initial Study Package based on City Comments (electronic files and web-ready CD)
- Draft Notice of Preparation/Notice of Public Scoping Meeting
- Final Notice of Preparation/Notice of Public Scoping Meeting

Task 3: Prepare and Distribute Draft EIR

Upon completion of the NOP comment period, ESA will collect all public comments submitted during the comment period and during the scoping meeting to determine if any additional relevant issues raised within the comments need to be addressed within the Draft Subsequent EIR. ESA will prepare a Draft Subsequent EIR analyzing the project's potential environmental impacts. ESA will design a Draft Subsequent EIR that will reflect the scope of issues determined by the Initial Study, additional relevant issues raised within NOP comments, and City consensus for approaching key environmental issue areas. The Draft Subsequent EIR will include all statutory sections required by CEQA, including an Executive Summary, Project Description, Environmental Setting, and impact analyses for each environmental issue to be addressed, including mitigation measures where required and an analysis of cumulative effects. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted.

ESA will work with the City to create a comprehensive set of project objectives within the 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 the proposed project. Alternatives to the proposed project are of primary importance in an EIR as they are required to be included under CEQA as a way to reduce or eliminate

the significant impacts of a project and are also carefully reviewed and considered by the public and decision-makers. ESA assumes that three alternatives will be evaluated, including the No Project Alternative, which would constitute development consistent with the adopted Smoky Hollow Specific Plan, as required under CEQA. In addition, two alternate project scenarios will be developed that will reduce potentially significant environmental impacts identified in the preparation of the Draft EIR.

The scope of the environmental impact analyses in the Draft Subsequent EIR will be determined by the Initial Study and may be modified to include additional topics based on comments received during the NOP comment period. Based on ESA's understanding of the development and our long-standing history of experience in preparing EIRs, we anticipate that the Draft Subsequent EIR will analyze the following environmental issue areas.

- Aesthetics
- Air Quality
- Energy
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population/Housing
- Public Services (Police, Fire, and Schools)
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

Summary descriptions of our proposed analytic approach and scope for each of these environmental topics is presented below.

For each of the subsections below, an analysis of project-related and cumulative impacts will be provided in the Draft Subsequent EIR. The Subsequent EIR will consider the impacts of the project and compare it against the analysis and impact conclusions contained in the certified Smoky Holly Specific Plan Program EIR (2018) (certified Program EIR). The purpose is to determine whether the project would substantially increase the severity of impacts previously identified in the certified Program EIR, result in a new impact not previously identified, or require application of mitigation measures that were previously found infeasible, and were therefore not adopted for the prior project, are currently feasible and should be incorporated into project approvals.

Aesthetics

The project site is not in a Transit Priority Area (TPA). As such, the Project is not exempt from significant aesthetics impacts per Public Resources Code (PRC) Section 21099(d) which states that, “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 would introduce residential use in the Smoky Hollow Specific Plan area, which requires a General Plan Amendment, Zone Change, and a Specific Plan Amendment or new Specific Plan. Since the aesthetics of this type of project were not evaluated in the Smoky Hollow Specific Plan EIR and because of the proposed height, aesthetics impacts will be evaluated in the Draft EIR.

Optional Task: Shade/Shadow Analysis

Due to the presence of one- and two-story single family residential uses and the proposed height of the residential building, ESA has included an optional task for the preparation of shade/shadow simulations to analysis the potential for shade/shadow impacts on surrounding uses. After receiving the 3D digital model of project supplied by the architect, ESA will prepare four shade/shadow graphics using a combination of Trimble SketchUp Pro, Illustrator, AutoCAD and Illustrator. ESA will develop a working model of surrounding buildings and terrain using project site plans, aerial photographs, and other available information. The analysis will evaluate shadows impacts resulting from the project for the following dates and time:

- December 21: 9am, noon and 3pm (Areas shadowed 3 hours or more)
- March 21: 9am, 11am, 1pm, 3pm and 5pm (Areas shadowed 4 hours or more)
- June 21: 9am, 11am, 1pm, 3pm and 5pm (Areas shadowed 4 hours or more)
- September 21: 9am, 11am, 1pm, 3pm and 5pm (Areas shadowed 4 hours or more)

ESA will prepare a shade/shadow analysis in the Draft EIR and the supporting graphics will be provided in an appendix to the Draft EIR.

Air Quality

ESA will assess the potential air quality impacts that may arise from implementation of the project which consists of the construction of a residential building with amenities, recreation areas, and parking structure on the project site. The construction activities at the project site along with long-term project operation would result in emissions of criteria air pollutants, such as particulate matter, and ozone precursors. The project site is located within the South Coast Air Basin (Air Basin), which is under the local jurisdiction of the South Coast Air Quality Management District (SCAQMD). The air quality analysis will be prepared in accordance with the procedures and methodologies set forth in the SCAQMD's CEQA Air Quality Handbook and supplemental guidance including the Localized Significance Threshold (LST) Methodology (July 2008).

ESA will briefly discuss pertinent air quality statutes and regulations at the local, regional, state, and federal level that are applicable to the project. ESA will define the air quality significance thresholds applicable to the

project based on SCAQMD criteria and guidance. The air quality analysis will include an evaluation of the project's conformance with the applicable air quality management plan (AQMP) for the Air Basin focusing on AQMP regulations and strategies directly applicable to project-related emission sources and consistency with growth projections.

ESA will quantify the project's construction and operational regional emissions using the SCAQMD-approved California Emissions Estimator Model (CalEEMod) and the on-road vehicle emissions factor (EMFAC) model and will evaluate the emissions against the applicable SCAQMD significance thresholds to determine whether potential air quality impacts would result. The calculation of the project's construction emissions will be based on the number and types of construction equipment that would be used at the project site during the project construction phases (e.g., site preparation, grading, etc.). With regard to operational emissions, the project's mobile-source emissions will be estimated based, in part, on data provided in the transportation impact assessment that is anticipated to be prepared for the project. Overall, the estimated construction and operational regional emissions for the project will be quantified and evaluated against the applicable SCAQMD thresholds of significance.

ESA will also assess the project's potential impacts on local air quality (localized carbon monoxide, nitrogen dioxide, and particulate matter) at nearby sensitive receptor locations from its construction and operational emissions based on the screening criteria in the SCAQMD's LST Methodology. The nearest air quality-sensitive receptors include single-family residential uses to the north across Holly Avenue and multi-family residential uses to the west across Grand Avenue. In addition, park uses including Holly Kansas Park and Freedom Park, are located northwest and northeast of the project, respectively, across Holly Avenue. Localized impacts will be evaluated using the SCAQMD Localized Significance Threshold (LST) Methodology mass-rate lookup tables, which provides screening level emissions for sites five acres and smaller. All modeling conducted to support the analysis within the Air Quality EIR section will be included as an appendix to the Draft Subsequent EIR.

The potential for operational toxic air contaminant impacts will be assessed based on land use compatibility recommendations from CARB and the SCAQMD. Based on our understanding of the project, increases in long-term operational toxic air contaminant emissions would be minimal. ESA assumes that the project site will not generate trips in excess of 50 heavy-duty diesel trucks per day and will not include routine (non-emergency) use of diesel generators; as such, a quantitative operational health risk analysis will not be required. Therefore, ESA will perform a qualitative analysis of operational toxic air contaminant impacts, which will be included in the EIR Air Quality section.

ESA will also evaluate impacts associated with localized carbon monoxide hotspots at nearby intersections to the project site based on project traffic data supplied by the transportation consultant for project-generated vehicle trips to contribute to localized carbon monoxide hotspots at congested roadway intersections would

be evaluated qualitatively using screening levels. ESA assumes no carbon monoxide hotspot modeling is required.

Potential odor emissions will be addressed based on CARB and SCAQMD land use compatibility guidance and the project's compliance with regulatory measures to minimize odorous emissions. ESA will address potential cumulative impacts from concurrent development of projects in proximity to the project, consistent with SCAQMD's Cumulative Impacts White Paper methodology and emission thresholds.

The California Supreme Court's opinion in *Sierra Club v. County of Fresno* (the "Friant Ranch" case) stated that a reasonable effort should be made in CEQA analyses to substantively connect a project's air quality impacts from criteria air pollutant emissions to specific health consequences (or explain why it is not feasible to do so). Consistent with this decision, ESA will discuss the potential health impacts associated with construction and operational criteria air pollutant emissions from the project (note- this is a separate and distinct analysis from the health risk assessment for toxic air contaminant (TAC) emissions discussed below). Health impacts will be addressed qualitatively and a detailed refined analysis using the Community Multiscale Air Quality (CMAQ) and Benefits Mapping and Analysis Program (BENMAP) models is not required. If the City determines that a quantitative analysis of health impacts is needed, a separate scope and cost will be provided.

If potentially significant air quality impacts are identified, ESA will develop mitigation measures for construction and operational emissions where feasible to address significant air quality impacts. Mitigation measures will be based on measures recommended by the City and the SCAQMD, as well as other appropriate measures. ESA will quantify emissions reductions from feasible mitigation measures that can be readily quantified using standard emissions modeling tools. ESA will provide the air quality analysis and impact results in the appropriate section of the subsequent EIR, including the potential for any significant regional, localized, and cumulative impacts to air quality, and associated mitigation measures. The section will be closely coordinated with the subsequent EIR's Project Description, Greenhouse Gas Emissions analysis, and Transportation analysis to ensure the project and associated environmental effects are consistently characterized. ESA will provide the supporting modeling outputs and calculations in an appendix to the subsequent EIR. A standalone technical study is not included in this scope of work.

Assumptions

With regards to the air quality analysis, ESA assumes that the project applicant will provide reasonably complete and comprehensive data regarding construction and operations. Such data include but are not limited to: construction schedule and fleet information, construction materials, size and location of buildings to be demolished, cubic yards of soil to be excavated, hauled or imported. Data from the final transportation assessment which evaluates project vehicle trip generation rates, VMT, and intersection impacts upon project build-out will also be needed.

Excavated soil may exhibit some level of contamination, which may require disposal or remediation at hazardous landfills or hazardous material facilities. Should material be required to be transported to hazardous landfills or hazardous material facilities, ESA will require the City or project applicant to identify appropriate receiver locations in order to characterize emissions from haul trucks. As further discussed in Hazards and Hazardous Materials below, based on site investigations, there are impacts to soil and soil vapor associated with volatile organic compounds (VOCs), which appear to be sourced from (i) contaminated groundwater flowing below the Site and/or (ii) contaminated soil vapor originating from nearby properties where VOC concentrations were detected at levels that significantly exceeded those detected at the Site. In August 2022, the owner of the property entered into a Voluntary Cleanup Agreement with the Department of Toxic Substances Control (DTSC) to further investigate the property with respect to known, threatened or potential releases of any hazardous substance at or from the property, and implement a Removal Action Workplan (RAW) to remediate those releases under the oversight of DTSC to allow for unrestricted use, including the proposed project. It is anticipated that DTSC will serve as a Responsible Agency pursuant to CEQA. The Voluntary Cleanup Agreement, RAW and intended remediation measures will be discussed qualitatively in the Air Quality Section as it pertains to VOCs. This scope assumes no further remediation efforts are required. If these data are not known, ESA can assist in developing reasonable assumptions, which could be subject to approval of additional fees. ESA assumes construction and operational emissions will be analyzed for one construction scenario and one operational scenario (at one full buildout year). Should the project include more than one development scenario or if the project requires analysis for more than one buildout year, these efforts and fee would be negotiated as out-of-scope items.

Optional Task: Toxic Air Contaminants / Construction Health Risk Assessment

Given the proximity of air quality sensitive uses, ESA recommends the preparation of a quantitative health risk assessment (HRA) to evaluate potential health risks associated with construction-period toxic air contaminant emissions to air quality-sensitive receptors in the vicinity of the project. If the City determines a HRA is necessary, ESA would conduct a quantitative construction HRA in accordance with the Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Guidance Manual for the Preparation of Health Risk Assessments using the U.S. Environmental Protection Agency (USEPA)-approved AERMOD dispersion model and the California Air Resources Board (CARB) Hot Spots Analysis Reporting Program (HARP) model or spreadsheet methodology to quantify potential impacts from TACs emitted during construction, specifically diesel particulate matter (DPM). This scope assumes that no other TACs other than DPM will be analyzed. Additional pollutants may be evaluated for a separate scope and fee. If the HRA is included within ESA's scope, the results of the quantitative construction HRA will be included in the EIR Air Quality section and the supporting calculations will be included in an appendix.

Energy

ESA will quantify the project's anticipated construction energy needs based on estimated fuel consumption for construction equipment, haul trucks, vendor trucks, and construction workers using the project information and assumptions described under the Air Quality and GHG tasks. ESA will also quantify the project's anticipated net increase in operational energy needs at full buildout conditions based on the estimated electricity and natural gas usage for the project uses. The project's water demand would result in electricity usage from the supply, conveyance, distribution, and treatment of potable water and will be included in the estimated electricity usage. The operational energy needs will take into account compliance with the Title 24 Building Energy Efficiency Standards and California Green Building (CALGreen) Code as applicable. If the project would implement additional energy or water efficiency measures beyond regulatory requirements, the effect of these measures on the project's energy impacts will be evaluated and quantified if data is readily available. ESA will also estimate the transportation-related energy needs based on the estimated fuel consumption for vehicle trips to and from the project site using trip rates in the project's transportation impact assessment and the estimated VMT. It is assumed that the project engineer will provide anticipated project electricity requirements; otherwise, ESA will rely on energy estimates in CalEEMod.

ESA will summarize the project's anticipated energy needs and conservation measures, including project commitments, design features, and mitigation measures that would minimize and reduce the project's consumption of fuel and energy. The findings of the energy analyses will be provided as part of the Subsequent EIR Energy section with supporting calculations detailed in an appendix. A standalone technical study is not included in this scope of work.

Assumptions

For the purposes of this scope, it is assumed that the analysis will reflect consistent data regarding construction and operations as described in the air quality and GHG tasks. ESA assumes energy use for construction and operation will be analyzed for one scenario and one full buildout year. Should the project include more than one development scenario or if the project requires analysis for more than one full buildout year, these efforts and fee would be negotiated as out-of-scope items.

Greenhouse Gas Emissions

The GHG assessment for the project will evaluate the potential impacts associated with the project's generation of GHG emissions during construction and operations. Similar to the air quality task, the GHG analysis will include an estimation of the project's GHG emissions, which would be attributed to project-related construction equipment, area sources (e.g., use of landscaping equipment), energy consumption (electricity and natural gas), water consumption, and solid waste generation.

Construction- and operations-related GHG emissions will be quantified using the CalEEMod and EMFAC models as discussed under the Air Quality task. Neither the City nor SCAQMD have formally adopted a numerical threshold of significance that would be applicable to the project. Thus, given the City's discretionary authority under the State CEQA Guidelines, the GHG assessment will evaluate the project's GHG impacts based on the City's recommended approach using a consistency analysis with respect to relevant City plans, policies, and regulations, including the City of El Segundo Climate Action Plan, that address GHG emissions. Furthermore, the project's GHG emissions will be discussed with respect to the goals and recommended actions of the State's Climate Change Scoping Plan, SB 32, and other applicable state regulations. In particular, the GHG impacts analysis will focus on locating the project's residential uses within an urban area in proximity to commercial uses and other residential uses. If potentially significant GHG impacts are identified, ESA will identify applicable and feasible mitigation measures. GHG emissions impacts are exclusively cumulative in nature and there are no project-level only impacts from a GHG emissions perspective. Therefore, the GHG analysis will also satisfy the CEQA requirement for a cumulative impact analysis. ESA will prepare a comprehensive Subsequent EIR section summarizing findings of the GHG technical analyses, including the potential for any significant direct, indirect, and cumulative impacts from GHG emissions, and associated mitigation measures. The section will be closely coordinated with the Subsequent EIR's Project Description, Air Quality analysis, Transportation analysis, and Energy analyses to ensure the project and associated environmental effects are consistently characterized. ESA will provide the supporting modeling outputs and calculations in an appendix. A standalone technical study is not included in this scope of work.

Assumptions

As indicated in the Air Quality task, ESA assumes that the project applicant will provide reasonably complete and comprehensive data regarding construction and operations. For the purposes of this scope of work, it is assumed that no more than one project option (schedule) and one build-out year will be analyzed. Additional project options can be analyzed under a separate scope and fee.

Hazards and Hazardous Materials

Based on site investigations, there are impacts to soil and soil vapor associated with volatile organic compounds (VOCs), which appear to be sourced from (i) contaminated groundwater flowing below the Site and/or (ii) contaminated soil vapor originating from nearby properties where VOC concentrations were detected at levels that significantly exceeded those detected at the Site. In August 2022, the owner of the property entered into a Voluntary Cleanup Agreement with the Department of Toxic Substances Control (DTSC) to further investigate the property with respect to known, threatened or potential releases of any hazardous substance at or from the property, and to remediate those releases under the oversight of DTSC to allow for unrestricted use, including the proposed project. It is anticipated that DTSC will serve as a Responsible Agency pursuant to CEQA.

ESA assumes the project applicant will provide a Phase I Environmental Site Assessment (ESA) and/or the results of any subsequent investigations, including Phase II investigation if warranted, that have been prepared or may be required to support EIR analysis of the presence or absence of recognized or suspected environmental conditions on the project site, due to historic or ongoing on-site or off-site land uses. It is assumed that these reports will generally contain the information necessary to support an adequate analysis of all potential impacts related to hazards and hazardous materials under CEQA. For this scope of work, we assume that no more than 2 rounds of ESA review will be required to review the hazardous materials reports at up to a total of 4 hours of staff review/comment time. This section of the EIR is expected to demonstrate that with compliance with regulatory requirements and mitigation measures recommended by the technical report(s), construction and operation of the project would not result in significant impacts related to hazards.

Hydrology and Water Quality

With respect to hydrology/water quality, this issue is heavily regulated with requirements for government review, approval, and oversight of applicable reports, plans and subsequent related activities pertaining to hydrology and water quality. Nonetheless, given the extent of grading, excavation and overall construction activities, as well as the potential for groundwater quality issues due to soil contamination as noted above, this analysis may be carried forth into the EIR. However, should the Initial Study analysis reveal that groundwater impacts would be less than significant, potentially this issue may be scoped out of the EIR via the Initial Study. Another factor will be whether a technical hydrology and water quality report from a civil engineer will be required and if so, will be provided in a timely manner to be available for Initial Study. If such a report is required, it is assumed that the report will generally contain the information necessary to support an adequate analysis of all potential impacts related to hydrology and water quality under CEQA. For this scope of work, we assume that no more than two rounds of ESA review will be required to review the reports at up to a total of four hours of staff review/comment time. ESA will coordinate with the City to determine the need for a technical report and whether the issues be carried into the EIR based on the factors considered herein.

Land Use and Planning

The project site, which is located within Smoky Hollow East, is designated Smoky Hollow Mixed-Use in the City's General Plan and is zoned Smoky Hollow East (SH-E). The project will introduce residential uses into the Smoky Hollow Specific Plan area. Currently, residential uses, with the exception of caretaker units, are not permitted in the Smoky Hollow Specific Plan area. Therefore, the project will require a General Plan Amendment, Zone Change, and amendments to the Specific Plan or the adoption of a revised Specific Plan. In addition, the project may require revisions to development standards in the Specific Plan, such as building height. Given the change in land use and other revisions that may be necessary in the Specific Plan to allow the proposed project, the land use analysis will evaluate the project relative to the CEQA Appendix G questions. The analysis of land use impacts will evaluate the project's consistency with existing land use plans, policies and regulations adopted

for the purpose of avoiding or mitigation an environmental effect. ESA will fully address the project's requested land use-related approvals in the context of applicable CEQA requirements.

Noise

Implementation of the project would result in the generation of noise and vibration within areas surrounding the project site during construction as well as project operations. Additionally, potential vibration impacts on surrounding land uses may occur during project construction from the operation of heavy-duty construction equipment. Noise-sensitive land uses within proximity to the project site include single-family residential uses to the north across Holly Avenue and multi-family residential uses to the west across Grand Avenue. In addition, park uses including Holly Kansas Park and Freedom Park, are located northwest and northeast of the project, respectively, across Holly Avenue.

To identify baseline noise conditions, ESA will conduct up to three short-term (15-minute) ambient noise level measurements at the project site and representative nearby sensitive receptors using sound level meters that satisfy the American National Standards Institute (ANSI) for general environmental noise measurement instrumentation. Ambient noise measurements will be conducted during daytime hours. ESA may also re-evaluate the appropriateness of conducting noise measurements and provide a substitute methodology for establishing the existing noise environment. ESA assumes the project would not generate substantial nighttime noise precluding the need to conduct nighttime ambient noise measurements. However, nighttime ambient noise measurements can be provided, if needed, for additional scope and fee.

Construction noise levels at the nearby noise-sensitive receptors will be estimated using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model (RCNM) and based on the type of construction equipment that will potentially be used, the amount of activity that would occur, and the distance that noise-sensitive receptors are from the project site. In addition, potential vibration impacts on surrounding land uses, including building damage and human annoyance effects, that may occur during project construction from the operation of heavy-duty construction equipment will be evaluated using vibration data provided by the Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans) for different pieces of construction equipment.

During operation of the project, noise would be generated primarily from vehicle trips traveling to and from the project site. As such, ESA will conduct traffic noise modeling using the Federal Highway Administration's (FHWA) Traffic Noise Model methodology to estimate the existing, existing plus project, future, and future plus project traffic noise levels on roadways within the Transportation Assessment study area, based on inputs provided by the project transportation consultant. ESA will also evaluate stationary noise such as mechanical equipment, any outdoor gathering areas, and parking/refuse collection areas. If potentially significant noise or

vibration impacts are identified, ESA will recommend mitigation measures to reduce noise or vibration impacts.

ESA will evaluate potential cumulative impacts on noise and vibration, including potential overlapping construction from nearby related projects. ESA will also model cumulative plus project traffic noise based on cumulative traffic data, if provided. ESA will prepare a comprehensive Subsequent EIR section summarizing findings of the technical analyses, including the potential for any significant direct, indirect, and cumulative noise impacts, and associated mitigation measures. The section will be closely coordinated with the Subsequent EIR's Project Description, Air Quality analysis, and Transportation and Traffic analysis to ensure the project and associated environmental effects are consistently characterized. A standalone technical study is not included in this scope of work.

Assumptions

ESA assumes that the City and project applicant will provide reasonably complete and comprehensive data regarding construction and operations. Such data include but are not limited to: construction schedule and fleet information, construction materials, and cubic yards of soil to be excavated, hauled or imported out. If these data are not known, ESA can assist in developing reasonable assumptions, which could be subject to approval of additional fees. ESA will require vehicle trip data and peak hour roadway intersection volume data from the project's Transportation Assessment for existing, existing plus project, future, and future plus project conditions. ESA assumes construction and operational noise and vibration will be analyzed for one construction scenario and one operational scenario (at one full buildout year). Should the project include more than one development scenario or if the project requires analysis for more than one buildout year, these efforts and fee would be negotiated as out-of-scope items. ESA assumes the project would not generate substantial nighttime noise and nighttime ambient noise monitoring is not included in this scope of work.

Population and Housing

The project will locate 350 residential units in the Smoky Hollow Specific Plan area, which will constitute a change in currently allowed uses in the area. The evaluation of the project's potential impacts on population, housing, and employment will evaluate the project's potential to induce substantial unplanned population growth in an area, either directly or indirectly. This section of the EIR will address the increase in housing that will result from project development, which will help to achieve the City's housing goals in the 2021-2029 Housing Element. The analysis will consider the increase in total population within the City and evaluate consistency with the City's General Plan and growth anticipated by the City in relevant regional planning documents (i.e., SCAG projections).

Public Services / Recreation

The analysis of public services will consider potential project impacts on the delivery of police and fire protection services as well as school services. ESA's evaluation of the potential project impacts on fire protection services will address location, response times, staffing, and equipment levels for the fire stations that serve the project site; identify existing constraints to service and relevant plans or proposals for new fire stations or increases in staffing and equipment and evaluate the project's conformance with regulations and standards (e.g., fire hydrant flow, and emergency response times). Additionally, in consultation with the El Segundo Fire Department, the analysis will assess the increase in demand for fire protection and the Department's ability to serve the project and maintain adequate levels of service.

ESA's evaluation of potential project impacts on police services will address the location, police beats, facilities, staffing, equipment levels and response times for the police station that serves the project site. Any existing constraints to police services in the project area will be identified, based on a consultation with the El Segundo Police Department. The analysis will assess the increase in demand for police services and the Department's ability to serve the project area and maintain adequate levels of service.

The project's development of new residential units would increase the demand for school facilities. ESA's evaluation of potential project impacts on school services will address the location, facilities, staffing, enrollment and capacity for the public schools that would serve potential student generation associated with the project. Consultation with the serving School District will be conducted to estimate the level and type of demand associated with the project and potential impacts will be analyzed in the EIR.

With regard to parks and recreation, the project's development of new residential units would increase the demand for parks and recreation facilities. ESA's evaluation of potential project impacts on parks and open space will identify existing neighborhood and community parks in the area, including Holly Kansas Park and Freedom Park, which are located northwest and northeast of the project, respectively, across Holly Avenue. The analysis will evaluate whether the project's increase in population would increase the use of parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated. In addition, the analysis will evaluate the potential impact that the increase in population could have on the City's park land to population ratio.

In addition, the Subsequent EIR will consider potential impacts on library services. Consultation with El Segundo Public Library staff will be conducted to evaluate potential impacts on library service and facilities. The evaluation will identify the size and capacity of the El Segundo Public Library and the service population. The analysis will identify any existing facility or service constraints and identify any relevant plans for new or expanded facilities or services.

Transportation

The Draft Subsequent EIR will contain a summary of the analyses and findings contained in a Transportation Study. This scope assumes preparation of the technical analysis and section by Fehr & Peers Transportation Consultants, who ESA would retain as a sub-consultant.

Method and Assumptions

An initial meeting (via online call) will be held with the City to discuss the overall approach to the transportation study, including the identification of the study area and parameters of the study. Fehr & Peers will summarize the parameters of the study in a methodologies and assumptions memorandum for review and approval by the City. Fehr & Peers anticipates one additional call with the City of El Segundo during the preparation of this study and two calls with the project team. Based on coordination with the City, Fehr and Peers will prepare and submit a Methodologies & Assumptions Memorandum to the project team and City.

CEQA Analysis

Fehr & Peers will prepare a CEQA transportation analysis following the City of El Segundo SB 743 Implementation Guidelines for the project. If applicable, this analysis will inform mitigation measures that would allow the project to cause less-than-significant transportation impacts. The City's SB 743 Implementation Guidelines includes a screening methodology referred to as "map-based screening". This screening criteria allows smaller residential and office projects located in an area that is under the threshold as shown on the City's screening map to be presumed to cause a less-than-significant transportation impact. This screening methodology may not be applied to projects determined to represent significant growth as to substantially change regional travel patterns, as determined by the City.

From an initial review of the City of El Segundo Sketch Planning Tool "TREDLite", Fehr & Peers anticipates that the project will qualify to be screened-out of VMT analysis based on map-based screening. Fehr & Peers will review the map-based screening criteria, and if applicable, coordinate with the City to reach a determination on if the project represents a substantial change in regional travel patterns. If the project is determined to qualify for map-based screening, Fehr & Peers will summarize these findings in the EIR Transportation Chapter. If the project is determined by the City to represent a substantial change in regional travel patterns and therefore disqualify from map-based screening, a modified scope and fee will be submitted to prepare a full VMT impact analysis.

In addition to the VMT screening, Fehr and Peers will also address the transportation checklist questions listed in Appendix G from the Governor's Office of Planning Research (OPR)'s technical guidance, which includes addressing the following questions:

- Does the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- Does the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- Does the project result in inadequate emergency access?

The Appendix G checklist questions as they apply to the project will be addressed in the EIR Transportation Chapter.

Non-CEQA Local Transportation Assessment

A non-CEQA Local Transportation Assessment will be developed, following the City of El Segundo guidelines. Due to the project size, the assessment will include the following components:

- Trip Generation – Estimate project trip generation using Trip Generation, 11th Edition from the Institute of Transportation Engineers.
- Trip Distribution - Prepare project trip distribution and assignments based on distribution patterns of similar projects, local traffic patterns, Big Data, and discussions with City staff. This scope and fee includes the data collection cost for origin-destination data using StreetLight Big Data to inform trip distribution.
- Project Trip Assignment – Weekday morning and evening peak hour project trips will be assigned to the roadway network serving the site using the trip generation estimates and trip distribution agreed upon with the City of El Segundo. A figure illustrating the assignment of these trips will be developed.
- Cumulative Projects – A review of other pending nearby development projects in the City will be conducted. Pending project trips will be added to the project trip assignment and shown in a figure.
- Traffic Counts – Based on Fehr & Peers’ preliminary evaluation, 10 study intersections are included in this scope of work. The ultimate number of study intersections will depend on concurrence from the City of El Segundo. This scope of work and fee proposal will need to be adjusted if additional study intersections are required. Once the study intersection locations are decided upon, Fehr & Peers will procure AM and PM peak hour turning movement counts for these intersections.
- Level of Service Analysis – Fehr & Peers will conduct an ICU Level of Service (LOS) analysis that the City has typically required for signalized intersections and HCM LOS analysis using Synchro 11 software for unsignalized intersections. The LOS analysis will be conducted for traffic operations in the weekday AM and PM peak hours for each of the study intersections.
- For the LOS Analysis, the following scenarios will be analyzed:
 - Existing Conditions
 - Opening Year Conditions
 - Opening Year Plus Project Conditions

Fehr & Peers will prepare a Local Transportation Assessment Memorandum documenting the results of the tasks described above. A draft of the report will be prepared and submitted to the City for review. A revised draft will be prepared in response to consolidated City staff comments.

Tribal Cultural Resources

ESA will assist the City with tribal consultation required by Senate Bill (SB 18) and Assembly Bill (AB) 52. ESA will assist the City with preparing and distributing SB 18 and AB 52 notification letters via email, respond to tribal responses, and attend one tribal consultation meeting, including compiling meeting notes. ESA will summarize the results of the SB 18 and AB 52 consultation efforts in the Tribal Cultural Resources section of the EIR.

Assumptions

ESA assumes no more than 15 tribes will be notified, no more than one tribe will request consultation, tribal responses will include no more than 10 pages of consultation materials, the consultation meeting will be virtual, and no tribal cultural resources will be identified within the project site or immediate vicinity.

Utilities and Service Systems

The analysis of utilities will address the availability of water supply at the project site, assess the capacity of water and wastewater infrastructure serving the project site, and analyze solid waste impacts. ESA will analyze water supply impacts based on available water-related information available from the City's Department of Public Works, Water Division. The project will develop 350 residential units and amenities and therefore, would not meet the thresholds requiring the preparation of a water supply assessment (WSA) pursuant to Senate Bill 610 (effective January 1, 2002 and codified in California Water Code Section 10910 et seq.).

In addition, based on technical input (a report) from the project applicant's civil engineer, the analysis of water in the Subsequent EIR will also describe the local water distribution system and evaluate whether the off-site water infrastructure can adequately accommodate the demand for water generated by the project. For this scope of work, we assume the technical report will provide sufficient information to support an adequate CEQA analysis.

The analysis of utilities will also address potential impacts associated with wastewater conveyance and treatment. Project implementation would increase wastewater generation and could result in the demand for sanitary sewer improvements in the project area. ESA assumes the project civil engineer will prepare a technical report or provide input that adequately characterizes existing and future projected wastewater generation volumes as well as collection, conveyance and treatment systems for the project site and area, including provision of a wastewater service inquiry in coordination with the City. The report should also



indicate any necessary improvements or mitigation measures to reduce impacts. ESA will summarize report findings in the Subsequent EIR. For this scope of work, we assume the technical report will provide sufficient information to support an adequate CEQA analysis.

ESA will quantify solid waste generation from project development during construction and operation. The analysis will estimate if the project's generated solid waste would exceed the capacity of solid waste facilities serving the project site.

In addition, based on CEQA Guidelines recommendations, the Utilities section will also address whether the construction of new or expanded electrical power or natural gas facilities will create adverse environmental impacts. We assume that technical input from the project applicant (i.e., civil tech reports) and/or service letters (will serve) will be provided to ESA to determine the necessary extent of such upgrades on- and off the project site.

Revise and Distribute Public Draft EIR

Once drafted, ESA will submit the Draft Subsequent EIR to the City for review. ESA anticipates that two rounds of City comments will need to be incorporated and a proof-check version prepared before the Public Review Draft EIR copy is finalized. As the precise amount of time and associated fees required for review and incorporation of team and City comments cannot be specifically predicted, ESA has proposed an "allowance" for completion of these tasks. Thus, if the fee is less than the fee cited in the fee table below, the balance will not be billed. In addition, if fees are more than required, ESA will seek written authorization prior to proceeding. We have budgeted approximately 33 staff hours for addressing City comments through the various review cycles required to produce the Public Review Draft EIR.

ESA will assist the City with the preparation of a Notice of Completion and a Notice of Availability (NOC/NOA). ESA will assist in the distribution of the Draft EIR to a list of agencies, organizations and interested parties agreed to by the City. That list will include the State Clearinghouse, the County Clerk, Responsible Agencies, local libraries, State and local agencies, nearby homeowners' associations and others who commented on the NOP. ESA will also prepare files for posting the Draft EIR on the City's website and produce CDs or flash drives of the Draft EIR for City distribution. ESA will also provide two hardcopies of the Draft Subsequent EIR to the City to use at City Hall and the City's Library.

Products

- 1st Draft EIR City Review (electronic files)
- 2nd Draft EIR (electronic files)
- Proof-Check Draft EIR for City Review (electronic files)
- Two hardcopies of the Draft Subsequent EIR for City use



- Public Review Draft EIR (electronic and hardcopy files)
- Notice of Completion and Availability

Task 4: Prepare and Distribute Final EIR

At the close of the public review period for the Draft EIR, ESA will coordinate with the City to obtain all public comments. ESA 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, ESA will prepare a Draft-Final EIR. The Final EIR will include: a summary of the proposed project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring Program (MMP).

As discussed in more detail below, ESA can only speculate as to the extent of public comment regarding the Draft EIR. We assume a relatively low to moderate level of public comments will be submitted to the City requiring responses. In addition, it is anticipated that ESA will need assistance from the City with regard to comments that are more political in nature or that are specific to the design of the project. As discussed in the Proposed Fees section below, ESA has assigned allowances for responding to these comments and have budgeted approximately 90 staff hours, including 16 hours for Fehr and Peers, for completion of the first draft responses to comments and Final EIR to the Team. As an allowance, this budget is an estimate of our labor efforts. Upon receipt of comment letters on the Draft EIR, ESA will assess the adequacy of the estimated cost allowance for responding to comments based on the actual nature and extent of comments received. While we anticipate comments to the project, the overall complexity and volume of comments cannot be specifically predicted at this time. Upon receipt of the comments, ESA will re-assess our budget with the City and update budgets/staff hours within this task, as needed.

ESA anticipates that the City will review the Screencheck Final Subsequent EIR once before approving its contents. ESA has budgeted approximately 16 staff hours as an allowance to address City comments. Once the City approves the Final Subsequent EIR, ESA will assist the City with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft Subsequent EIR and to the El Segundo Library. ESA 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 Subsequent EIR, ESA will prepare electronic files for posting of the document to the City's website and will prepare CDs and/or flash drives of the Draft Subsequent EIR for distribution by the City. This notice will state the library where the Final Subsequent EIR is available for review and the address for review of the Final Subsequent EIR on the City website. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence.



In addition, ESA will prepare the Findings and if necessary, Statement of Overriding Considerations. ESA will submit a draft to the City for review. The budget anticipates one iteration of the Findings.

Upon project approval, ESA will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final Subsequent EIR. ESA has not included filing fees and assumes all County Clerk filing fees will be paid by the project applicant.

Products

- 1st Draft-Final EIR for City Review
- 2nd Draft-Final EIR for City Review
- Proof-Check Final EIR for City Review (electronic files)
- Final EIR for Public Distribution (electronic files)
- Notice of Completion (electronic files)
- Findings and Statement of Overriding Considerations
- Notice of Determination (electronic files)

Task 5: Management, Meetings/Teleconferences & Coordination

The precise number of meetings and the duration and staffing of meetings required to complete the environmental review process cannot be accurately predicted at this time, accordingly ESA has assigned a budget allowance for this task. We have assumed that weekly conference calls will occur during the period leading up to publication of the Draft Subsequent EIR. Meetings and coordination with public agencies will also be necessary throughout the process, and particularly during preparation of the Draft Subsequent EIR. As discussed above, ESA assumes that a virtual scoping meeting will be held for the project during the NOP comment period and that ESA and Fehr and Peers will attend one Planning Commission and one City Council hearing. Should the City desire Fehr & Peers attend additional public hearings, a new scope/fee request will be submitted.

EIR Schedule

The table below illustrates the general anticipated timeline for completion of the Subsequent EIR process up to public hearings but may be refined based on City input. Fundamental to maintaining schedule and budget is that the Project Description is unchanged throughout the process. Also, the schedule is often dependent on City review times, particularly the Draft Subsequent EIR. City review assumes batch submittals to City. The estimated project schedule is provided in the table below.

The ESA Project Team will commit the necessary resources to ensure the preparation of the Subsequent EIR and related environmental documents within the desired time frame. However, in the event that changes to



the Project Description occur after it has been drafted, project information is not available or complete, involved changes in technical reports prepared by others are required, comments greatly exceed anticipated levels, or if changes in the scope occur, the schedule would be affected. ESA will notify the City at the earliest point possible if issues arise with the potential to affect the project schedule.

Task Description	Timeframe
Collect Data/Prepare Project Description	Month 1
Prepare and Circulate Draft Initial Study/Notice of Preparation (assumes ~1 month City review time)	Months 2-3
<i>30-Day CEQA review period</i>	Month 4
Prepare 1 st Draft Subsequent EIR	Months 4-7
City Review of 1 st Draft Subsequent EIR	Months 7-8
Revise and Distribute Public Review Draft EIR	Month 8-10
<i>45-Day CEQA review period</i>	Months 10-11
Prepare Screencheck Final Subsequent EIR	Month 11-12
City Review and Distribution of Final Subsequent EIR	Month 12-14
Overall EIR Schedule up to public hearings	14 Months

EIR Cost Estimate

Based on our understanding of the project and the Scope of Work provided in the previous section, our estimated fee to prepare the Subsequent EIR and associated documentation is outlined in the table below. ESA reserves the right to transfer fees among line items, as budget flexibility is needed to respond to shifts in effort that invariably occur due to unexpected circumstances. Should the need arise for additional professional services beyond those set forth in the scope of services due to changes in the process or the regulatory environment, ESA will request written authorization from the client 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: a prolonged interactive data gathering process in associated with the information needs memorandum prepared under Task 1, modifications in the project after the Project Description has been drafted; analysis of technical issues other than those identified in this scope of work; changes in City guidance



directing organization and content of EIRs; receipt of inadequate technical reports; revisions due to changes in the technical reports prepared by others; more team or City comments other than those due to errors; more meetings/meeting time than contemplated; more public comments than contemplated; production of additional documents; or significant delays in the project beyond the control of ESA.

Subsequent EIR Cost Estimate	
Task Description	Fees
<i>Task 1: Collect Data /Prepare Project Description</i>	
	Task 1 Total \$12,888
<i>Task 2: Prepare & Distribute Initial Study/Notice of Preparation (IS/NOP)</i>	
Prepare Draft IS/NOP	\$13,708
Prepare Final IS/NOP	\$3,055
Notice and Distribute IS/NOP	\$3,941
	Task 2 Total \$20,704
<i>Task 3: Prepare and Distribute Draft Subsequent EIR</i>	
Administrative Draft Subsequent EIR	\$120,732
Second Screencheck Draft Subsequent EIR	\$11,202
Notice and Distribute DEIR for Public Review	\$5,102
	Task 3 Total \$137,036
<i>Task 4: Prepare and Distribute Final Subsequent EIR</i>	
Prepare 1 st Draft Final EIR/Responses to Comments	\$13,806
Prepare 2 nd Final EIR/Responses to Comments	\$3,026
Mitigation Monitoring and Reporting Program (MMRP)	\$1,173
Findings of Fact/Statement of Overriding Considerations	\$6,650
Prepare and File Notice of Determination	\$1,355
	Task 4 Total \$26,010
<i>Task 5: Management, Meetings/Teleconferences & Hearings</i>	
Meetings/Coordination	\$19,628
Virtual Scoping Meeting	\$2,580
Public Hearings	\$5,735
	Task 5 Total \$27,943
	Subtotal ESA Labor \$224,581
Direct Expenses ^{a, b, c}	\$3,853
Total ESA	\$228,434
Transportation (Fehr and Peers)	\$88,090
Total with Transportation	\$316,524
<i>Optional Task: Shade/Shadow Analysis</i>	\$3,100
<i>Optional Task: Health Risk Assessment</i>	\$10,893
Total with Optional Tasks	\$330,517



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Fees and charges will be billed monthly on a Time and Materials basis in accordance with the schedule of ESA's current Billing Rates and Expense Charges. The terms of this scope of work shall remain valid for sixty (60) days and subject to change after that time. Please contact Luci Hise-Fisher, AICP at 310.266.8331 or via email at lhise-fisher@esassoc.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Luci Hise-Fisher". The signature is written in a cursive, flowing style.

Luci Hise-Fisher, AICP
Senior Managing Planner

A handwritten signature in black ink that reads "Mike Harden". The signature is written in a cursive, flowing style.

Mike Harden
Senior Managing Associate

Attachment A – ESA 2023 Billing Rates and Expense Charges



ESA 2023 Billing Rates and Expense Charges

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Billing Step 1	Billing Step 2	Billing Step 3	Billing Step 4	Billing Step 5	Billing Step 6
Project Technician	\$62	\$87	\$112	\$136	\$161	\$186
Consultant	\$89	\$97	\$105	\$114	\$122	\$125
Associate Consultant	\$128	\$137	\$146	\$155	\$164	\$173
Senior Consultant	\$140	\$150	\$167	\$181	\$194	\$208
Managing Consultant	\$180	\$195	\$209	\$224	\$238	\$250
Principal Consultant	\$199	\$219	\$239	\$259	\$279	\$299
Senior Principal Consultant	\$250	\$272	\$295	\$318	\$341	\$364

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.10
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.10

B. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

C. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	



Item	Rate/Day	Rate/Week	Rate/Month
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOBO Salinity Gauge			125
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900

Item	Rate/Day	Rate/Week	Rate/Month
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
20' Lowe Boat w/115 HP Outboard	300	1,500	
17' Boston Whaler w/ 90 HP Outboard	300	1,500	

^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.10.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Public Hearings

Item Number: C.14

TITLE:

Zone Text Amendment to Implement Program 9 of the City's Housing Element

RECOMMENDATION:

1. Open and conduct a public hearing.
2. Waive full reading of the proposed Ordinance (EA No. 1345 and Zone Text Amendment No. 23-02) to amend El Segundo Municipal Code Title 15, implement certain Zone Text Amendments in El Segundo Housing Element Program 9, and find it exempt from further environmental review pursuant to 14 California Code of Regulations Sections 15358, 15061(b)(3), and 15162.
3. Schedule a second reading and adoption of the Ordinance for the next scheduled City Council meeting on December 19, 2023.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

In accordance with California law, the City is required to prepare a Housing Element for its General Plan every 8 years. The Housing Element plays a crucial role in identifying and analyzing existing and projected housing needs within El Segundo. It establishes goals, policies, and quantified objectives, along with financial resources and scheduled programs for housing preservation, improvement, and development. After lengthy community outreach, public input, and environmental analysis, the City Council adopted a revised 2021-2029 Housing Element on November 15, 2022. The adopted Housing Element was submitted to the California Department of Housing and Community Development ("HCD") for review and certification.

Zone Text Amendment to Implement the City's Housing Element

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On January 17, 2023, after the City made minor technical changes to the Housing Element, HCD issued a conditional approval letter determining that the adopted Housing Element meets most of the statutory requirements of State Housing Element Law (Gov. Code, Article 10.6). Full certification of the Housing Element was contingent upon completing the necessary rezones to address the shortfall of sites to accommodate the City's Regional Housing Needs Assessment ("RHNA"). HCD's conditional approval is also contingent upon the City's timely and effective implementation of all Housing Element programs, including: Accessory Dwelling Units (Program 3), Affordable Housing Strategy (Program 4), Provision of Adequate Sites (Program 6), Lot Consolidation (Program 8), Code Amendments (Program 9), Fair Housing (Program 11).

Several El Segundo Municipal Code ("ESMC") amendments required in Program 9 have been completed, including Density Bonus, Transitional and Supportive Housing, and Single-Room Occupancy/Micro Units. On November 9, 2023, the Planning Commission conducted a public hearing to consider the proposed Ordinance further implementing Program 9 with regard to: Residential Care Facilities for seven or more; Emergency Shelters; Low Barrier Navigation Center; Employee Housing; Reasonable Accommodations; and Senior Housing. After discussing the proposed amendments, the Planning Commission adopted a resolution on a 4-0 vote, recommending City Council approval of the proposed Ordinance. Since the City Council is the decision-making body for amendments to the ESCMC, it is now before City Council for consideration.

DISCUSSION:

Program 9 of the El Segundo Housing Element aims to remove governmental constraints on housing development. An excerpt of the Housing Element is provided as Attachment 2 (Housing Element Program 9). The proposed ordinance (attached) contains various amendments to Title 15 – Zoning Regulations of the El Segundo Municipal Code. Collectively, the proposed amendments remove governmental constraints, facilitate development of a variety of housing types, and incorporate various improvements to the development review process for streamlining purposes. In addition, the amendments bring certain City zoning regulations into compliance with applicable state laws.

Specific text amendments to implement each topic area are detailed in Table No. 1. For reference, the affected code sections are provided in parentheses.

Table No. 1 – Ordinance Overview

Topic Areas	Summary of Proposed Changes
1. Residential Care Facilities for Seven or More	<ul style="list-style-type: none">• Amend existing definitions (ESMC 15-1-6)• Allow as a conditionally permitted use in residential

Zone Text Amendment to Implement the City's Housing Element

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	<p>zones (ESMC 15-4A-1, Table No. 1)</p>
<p>2. Emergency Shelters</p>	<ul style="list-style-type: none"> • Clarify development standards (ESMC 15-6A-1, Table No. 1) • Remove some separation requirements that are noncompliant with state law (ESMC 15-6B-7) • Amend parking ratio based on employee count consistent with state law (ESMC 15-6B-7) • Achieve consistency with applicable state laws
<p>3. Low Barrier Navigation Center (LBNC)</p>	<ul style="list-style-type: none"> • Add new definition (ESMC 15-1-6) • Add new Article A, Chapter 37 regulating Low-Barrier Navigation Centers • Establish permitting procedures and development and operational standards • Achieve consistency with AB 101
<p>4. Employee Housing</p>	<ul style="list-style-type: none"> • Add new definition (ESMC 15-1-6) • Allow as a by-right use in R-1 Zones (ESMC 15-4A-1, Table No. 1) • Achieve consistency with State Employee Housing Act
<p>5. Reasonable Accommodations</p>	<ul style="list-style-type: none"> • Add new Chapter to Title 15, regulating Reasonable Accommodations for Individuals with Disabilities • Articulate current practices by establishing clear guidance on applicability, application requirements, review procedures, required findings, and conditions
<p>6. Senior Housing</p>	<ul style="list-style-type: none"> • Change review authority to allow by-right approvals (ESMC 15-4A-1, Table No. 1)

General Plan Consistency

Zone Text Amendment to Implement the City's Housing Element

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Zoning Code Section 15-1-1 (Purpose, Title) states that the Zoning Code is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Zone Text Amendment is consistent with those goals, objectives, and policies. Planning staff finds the amendment is consistent with:

- Program 9 of the General Plan Housing Element - removes governmental and other constraints to facilitate the development of a variety of housing types and enable a more streamlined development review process.
- Goal 2 of the General Plan Housing Element - provides sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate- income households.
- Goal 3 of the General Plan Housing Element - contributes to improving the existing jobs-housing balance in the City and provides opportunities for new housing construction in a variety of locations and a variety of densities.
- Goal 4 of the General Plan Housing Element - removes governmental constraints to diversify available housing opportunities, including ownership and rental, fair-market, and assisted, in conformance with open housing policies and free of discriminatory practices.

Environmental Consideration

The proposed Zone Text Amendment is exempt from further review under CEQA and the CEQA Guidelines because it consists only of minor additions and revisions to existing sections of Title 15 of the El Segundo Municipal Code. It does not have the effect of deleting or substantially changing any regulatory standards or findings required thereof. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment. Any environmental impacts associated with this Ordinance are adequately addressed in the Housing Element Negative Declaration and/or General Plan FEIR. Accordingly, this Ordinance is consistent with the General Plan and Housing Element, and, therefore, is exempt from further environmental review requirements under the California Environmental Quality Act.

An Initial Study of Environmental Impacts was prepared for the Housing Element pursuant to the requirements of CEQA Guidelines § 15063. The Initial Study demonstrated that the Housing Element would not cause any significant environmental impacts, nor would not result in approval of any physical improvements. Pursuant to its Resolution No. 5308, dated February 1, 2022, the City Council found that the Negative Declaration (“ND”) prepared for the adopted 2021-2029 Housing Element was completed in compliance with the requirements of CEQA and the CEQA Regulations, in

Zone Text Amendment to Implement the City's Housing Element

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accordance with the independent judgment of the City. The City Council determined that there is no substantial evidence that the adopted Housing Element, inclusive of its goals, policies, and implementing programs, would have a significant effect on the environment, cumulative or otherwise. City staff evaluated the proposed amendments to Title 15 of the El Segundo Municipal Code, implementing Program 9 of the Housing Element, set forth in this Ordinance within the scope of the ND, and determined that there is not substantial evidence that any condition set forth in CEQA Regulation 15162(a) are present that would require revision or modification to the ND. The Ordinance is also exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments would implement the City's 6th Cycle Housing Element and does not approve any developments. Thus, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Accordingly, the City Council finds that the activities set forth in the Ordinance implement the Housing Element contemplated in the approved ND and no further environmental review is required for the proposed Ordinance.

Conclusion

The proposed Zone Text Amendment implements six topic areas within Program 9 of the El Segundo Housing Element. The Ordinance includes various additions, revisions, and deletions to Title 15 of the EESMC. Collectively, the Zone Text Amendment facilitates the development of a variety of housing types, enables a more streamlined review process, and brings the City's zoning regulations into compliance with state laws and implements various components of the Housing Element. Staff and the Planning Commission recommend that the City Council adopt the proposed Ordinance.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way. Diversity, Equity, Inclusion and Communication

PREPARED BY:

Eduardo Schonborn, AICP, Planning Manager

REVIEWED BY:

Zone Text Amendment to Implement the City's Housing Element

December 5, 2023

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Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Ordinance

DRAFT ORDINANCE NO. ____

**AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE TITLE 15
TO IMPLEMENT HOUSING ELEMENT PROGRAM 9 TO FACILITATE
THE DEVELOPMENT OF A VARIETY OF HOUSING TYPES AND
STREAMLINED DEVELOPMENT REVIEW PROCESS**

**(ENVIRONMENTAL ASSESSMENT NO. 1345 AND ZONE TEXT
AMENDMENT NO. 23-02)**

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

SECTION 1: The Council finds and declares as follows:

- A. In accordance with California law, the City is required to prepare a Housing Element for its General Plan every 8 years. The 6th planning cycle runs from October 15, 2021 through October 15, 2029, for jurisdictions within the Southern California Association of Governments (SCAG) region;
- B. In general, the Housing Element must identify and analyze existing and projected housing needs and establish goals, policies, and quantified objectives, financial resources, and scheduled programs for the preservation, improvement and development of housing within the City's jurisdiction;
- C. Between April 13, 2021 and September 30, 2021, the City held a series of community meetings, public workshops, and study sessions to provide the community an overview of the Housing Element process including a review of applicable state law and the Regional Housing Needs Assessment ("RHNA"); community profile information and an existing conditions report; and an overview of the existing Housing Element Goals, Policies, and Objectives;
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"). Staff determined that the project be found exempt from further environmental review, as set forth in Section 5, below;
- E. Based on comments received from the public, governmental agencies, the Planning Commission and the City Council, the Housing Element was prepared for submission to the California Department of Housing and Community Development (HCD) for review and certification;
- F. On February 1, 2022, the City Council adopted a Negative Declaration and approved the Housing Element at a public hearing;

- G. On April 8, 2022, HCD submitted a comment letter to the City requesting revisions before certifying the Housing Element. Staff, working with the City's consultant, revised the Housing Element to address HCD's comments;
- H. On October 27, 2022, the Planning Commission held a duly noticed public hearing and adopted a resolution recommending City Council approval of the revised 2021-2029 Housing Element;
- I. On November 15, 2022, the City Council held a duly noticed public hearing, received public testimony and other evidence, and adopted Resolution No. 5375 approving Environmental Assessment No. EA-1271 and adopting General Plan Amendment No. 19-04 (2021-2029 Housing Element) to amend the Housing Element of the El Segundo General Plan;
- J. On January 17, 2023, HCD issued a conditional approval letter determining that the adopted Housing Element meets most of the statutory requirements of State Housing Element Law (Gov. Code, Article 10.6). Full certification of the Housing Element was contingent upon completing the necessary rezones to address the shortfall of sites to accommodate the RHNA. HCD's conditional approval is also contingent upon the City's timely and effective implementation of all Housing Element programs, including: Accessory Dwelling Units (Program 3), Affordable Housing Strategy (Program 4), Provision of Adequate Sites (Program 6), Lot Consolidation (Program 8), Code Amendments (Program 9), Fair Housing (Program 11).
- K. The Community Development Department has engaged multiple consultants to assist in the implementation of various Housing Element programs.
- L. The Community Development Department prepared a draft ordinance amending Title 15 of the El Segundo Municipal Code implementing Program 9 of the El Segundo Housing Element to facilitate the development of a variety of housing types and streamlined development review process, and scheduled a public hearing before the Planning Commission for November 9, 2023;
- M. On November 9, 2023, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the draft ordinance including, without limitation, information provided to the Planning Commission by city staff; and adopted Resolution No. 2941 recommending that the City Council approve this Ordinance;
- N. On December 5, 2023, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and
- O. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City

Council at its December 5, 2023, hearing and the staff report submitted by the Community Development Department.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds that adopting the proposed Ordinance would result in the following:

- A. Amend El Segundo Municipal Code (“ESMC”) § 15-1-6 adding definitions for Employee Housing and Low Barrier Navigation Centers, and revising definitions for Residential Care Facility and Residential Care Facility for the Elderly;
- B. Amend ESMC § 15-4A-1, Table No. 1 - Permitted Uses in Residential Zones adding a new land use classification for employee housing, and amending regulatory classifications for Residential Care Facilities, Senior Citizen Housing, and Senior Housing Facilities;
- C. Amend ESMC § 15-6A-1, Table No. 1 - Permitted Uses in Industrial Zones, regarding Emergency Shelters;
- D. Amend ESMC § 15-6B-7 regarding Emergency Shelters Development Standards;
- E. Delete ESMC § 15-22-4-D regarding Reasonable Access Accommodations; and
- F. Add ESMC § 15-22-5 regarding Reasonable Accommodations For Individuals With Disabilities.

SECTION 3: *General Plan Findings.* As required under Government Code § 65860, the ESMC amendments proposed by the Ordinance are consistent with the El Segundo General Plan as follows:

- A. The proposed Ordinance is consistent with Program 9 of the General Plan Housing Element in that it would remove governmental and other constraints to facilitate the development of a variety of housing types and enable a more streamlined development review process.
- B. The proposed Ordinance is consistent with the General Plan Housing Element in that the amendments contribute to improving the existing jobs-housing balance in the City and provides opportunities for new housing construction in a variety of locations and a variety of densities.
- C. The proposed Ordinance is consistent with the General Plan Housing Element in that the amendments provide sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate- income households.
- D. The proposed Ordinance is consistent with the General Plan Housing Element in that the amendments remove governmental constraints to diversify available

housing opportunities, including ownership and rental, fair-market, and assisted, in conformance with open housing policies and free of discriminatory practices.

SECTION 4: Zone Text Amendment Findings. In accordance with ESMC Chapter 15-27 (Amendments), and based on the findings set forth above, the proposed Ordinance is consistent with and necessary to carry out the purpose of the ESMC as follows:

- A. The proposed Ordinance is consistent with the General Plan in that the amendments would implement the goals, policies, and programs of the Housing Element. Implementation of the Housing Element would preserve the existing housing stock and encourages construction of new residential units, including affordable housing, without affecting the character of existing single-family residential neighborhoods.
- B. The proposed Ordinance is necessary to serve the public health, safety, and general welfare in that it would implement the Housing Element Update, which includes programs, goals, and policies that help to maintain and improve the existing housing stock in the City. The proposed amendments would facilitate the development of additional housing in the community, which contribute to improving the existing jobs-housing balance and facilitates the development of housing that is affordable to households of various income levels and thus will provide equal housing opportunities to all segments of the community.

SECTION 5: Environmental Assessment and Findings. An Initial Study of Environmental Impacts was prepared for the Housing Element pursuant to the requirements of CEQA Guidelines § 15063. The Initial Study demonstrated that the Housing Element would not cause any significant environmental impacts, nor would not result in approval of any physical improvements. The Ordinance is also exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments would implement the City's 6th Cycle Housing Element and does not approve any developments. Thus, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Pursuant to its Resolution No. 5308, dated February 1, 2022, the City Council found that the Negative Declaration ("ND") prepared for the adopted 2021-2029 Housing Element was completed in compliance with the requirements of CEQA and the CEQA Regulations, in accordance with the independent judgment of the City. The City Council determined that there is no substantial evidence that the adopted Housing Element, inclusive of its goals, policies, and implementing programs, would have a significant effect on the environment, cumulative or otherwise. City staff evaluated the proposed amendments to Title 15 of the El Segundo Municipal Code, implementing Program 9 of the Housing Element, set forth in this Ordinance within the scope of the ND, and determined that there is not substantial evidence that any condition set forth in CEQA Regulation 15162(a) are present that would require revision or modification to the ND. Accordingly, the City Council finds that the activities set forth in the Ordinance implement the Housing Element contemplated in the approved ND and no further environmental review is required for the proposed Ordinance.

SECTION 6: El Segundo Municipal Code (“ESMC”) § 15-1-6 (Definitions) is amended as follows:

RESIDENTIAL CARE FACILITY: A residential care facility (State authorized, certified or licensed) provides A twenty-four (24) hour residential care facility, licensed by the State, for persons with chronic, life threatening illness who are eighteen (18) years or older or are emancipated minors, and for family units. for children, elderly persons, people with physical or mental disabilities, or incompetent persons in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, intermediate care facilities, developmentally disabled habilitative or nursing, congregate living health facilities, and other facilities licensed by the State of California.

RESIDENTIAL CARE FACILITY FOR THE ELDERLY: Pursuant to California Health and Safety Code § 1569.2, “resident care facility for the elderly” means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility A twenty four (24) hour housing arrangement, licensed by the State, chosen voluntarily by the residents, the resident's guardian, conservator, or other responsible person; where seventy five percent (75%) of the residents are at least sixty two (62) years of age, or, if younger, have needs compatible with other residents; and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of appraisal.

* * *

SECTION 7: ESCM § 15-1-6 (Definitions) is amended to include the additional definitions as follows:

EMPLOYEE HOUSING: Employer-owned and/or operated living quarters provided for seven or more of the employer's employees in connection to their employment that ensures the employee residents' health, safety, and welfare, as authorized under Health and Safety Code § 17000 et seq., i.e., the State Employee Housing Act.

LOW BARRIER NAVIGATION CENTERS: A housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. For purposes of this definition, “low barrier” means the best practices to reduce barriers to entry, including, without limitation: allowing pets, permitting partners to share living space, and providing storage for residents’

possessions. Low Barrier shelters are permitted in accordance with Article 15-37A of this code.

* * *

SECTION 8: ESMC § 15-4A-1, Table No. 1 - Permitted Uses in Residential Zones, is amended as follows:

Uses	Zones		
	R-1	R-2	R-3
Residential uses/Hospitality			
	*	*	*
Employee housing serving seven or more persons	CUP		
Renting of up to two rooms to not more than four persons per dwelling unit	P	P	P
	*	*	*
Group care uses			
	*	*	*
Residential facility, residential care facility, residential care facility for the elderly, intermediate care facility, developmentally disabled habilitative or nursing, or congregate living health facility, serving six (6) or fewer persons (State authorized, certified or licensed)	P	P	P
Residential care facility serving seven (7) or more persons (State authorized, certified or licensed)	CUP	CUP	CUP
Senior citizen housing subject to California Government Code sections 65913, 65914 and 65915			P CUP
Senior housing facilities, including, but not limited to, rest homes, convalescent homes, or nursing homes			P CUP
	*	*	*

* * *

SECTION 9: ESMC § 15-6A-1, Table No. 1 - Permitted Uses in Industrial Zones, is amended as follows:

Uses	Zones	
	M-1	M-2
	*	*
Group care and hospitality uses		
	*	*
Emergency shelters, <u>per ESMC Section 15-6A-11</u>	P	
	*	*

* * *

SECTION 10: ESMC § 15-6B-7 (Emergency Shelters Development Standards) is amended as follows:

A. Emergency Shelters: Emergency shelters are subject to the following, objective development standards:

1. Not more than one emergency shelter is permitted within a radius of 300 feet from another emergency shelter.
- ~~2. No emergency shelter will be permitted within 300 feet of residentially zoned property, El Segundo public or private schools, El Segundo parks and open space, or childcare facilities.~~
- ~~3. The emergency shelter facility may provide one or more of the following specific facilities and services including, without limitation:
 - a. Childcare facilities;
 - b. Commercial kitchen facilities designed and operated in compliance with Health and Safety Code section 113700 et seq.;
 - c. Dining area;
 - d. Laundry;
 - e. Recreation room; and
 - f. Support services (e.g., training, counseling).~~
24. Not more than 12 persons can be served on a nightly basis.
35. Maximum length of stay of a person in an emergency shelter is limited to 180 days in any 12-month period.
- ~~6. The facility must provide a minimum of 50 gross square feet of personal living space per person served, not including space for common areas.~~
- ~~7. Emergency shelters may operate 24 hours a day to provide sleeping facilities and other facilities and services. Admittance and intake processing of emergency shelter clients is limited to 7:00 A.M. to 10:00 P.M. daily. Delivery hours are limited to 7:00 A.M. to 6:00 P.M. daily. Refuse collection is limited to 7:00 A.M. to 8:00 P.M. daily.~~
48. Each emergency shelter must have an on-site management office, with at least one employee manager present at all times the emergency shelter is in operation. ~~A minimum of two employees must be on duty when more than 10 beds are occupied.~~
59. Each emergency shelter must have on site security employees, with at least one security employee present at all times the emergency shelter is in operation.
640. Staging drop off, intake, and pick up of emergency shelter clients must take place inside a building, at a rear or side entrance not adjacent to a public right-of-way, or in an interior courtyard. Any exterior waiting areas must be physically and visually separated from public view of a right-of-way with a minimum six-foot tall decorative masonry wall and/or a six-foot tall hedge or similar mature landscaping as approved by the Director. Floor plans for the emergency shelter must be submitted with the building plans that show the size and location of any proposed interior and/or exterior waiting or resident intake areas.

- ~~14. Outdoor recreation activities may be conducted at the facility subject to the same physical and visual separation requirements as exterior waiting areas as set forth in this section.~~
- ~~712. Off street parking must be provided as set forth in this Code, except that the number of off street parking spaces provided must be one parking space per three beds, plus one parking space per employee on duty with a minimum of three employee parking spaces. Notwithstanding this requirement, the required number of off street parking spaces cannot exceed the spaces required for similar uses of the same size in the M-1 Zone.~~
- ~~813. Exterior lighting must be provided at all building entrances and outdoor activity areas, and must be activated between sunset and sunrise of each day. All exterior lighting must comply with this Code.~~
- ~~14. Facilities must provide a storage area for refuse and recyclables and must be fully screened from public view of any public right-of-way and be enclosed by a solid wall or fence, in accordance with this Code. The refuse and recyclable storage area must be large enough to accommodate the number of bins that are required to provide the facility with sufficient services so as to avoid the overflow of material outside of the bins provided.~~
- ~~15. Emergency shelter application requests and building plans for emergency shelters must be submitted to the Director, and if the application and building plans meet all applicable standards in this Code, including design, development, and any other State or local requirement, the emergency shelter application may be approved by the Director. Emergency shelter applications must be approved before a building permit may be issued.~~

* * *

SECTION 11: Subsection (A) of § 15-15-6 (Automobile spaces required) is amended as follows:

A. Automobile Spaces Required

Use	Number Of Parking Spaces Required
Use	Number Of Parking Spaces Required
	* * *
Group care:	
	* * *
<u>Emergency Shelters</u>	<u>1 space per employee on duty, with a minimum of 3 employee parking spaces, provided the number of spaces does not exceed the minimum spaces required for similar uses if the same size in the M-1 Zone.</u>
	* * *

SECTION 12: ESMC § 15-22-4 (Adjustments to Development Standards) is amended to delete subsection 15-22-4-D.

* * *

~~D. Reasonable access accommodations: In addition to the adjustment findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:~~

- ~~1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the California Fair Employment and Housing Act, Government Code § 12900 et seq. ("Act"), as amended.~~
- ~~2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act.~~

SECTION 13: ESMC Title 15 (Zoning Regulations) is amended to add a new Chapter 36 entitled "Reasonable Accommodations for Individuals With Disabilities" to read as follows:

CHAPTER 36: REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

15-36-1: PURPOSE

15-36-2: DEFINITIONS

15-36-3: APPLICABILITY

15-36-4: APPLICATION REQUIREMENTS

15-36-5: REVIEW PROCEDURES

15-36-6: REQUIRED FINDINGS

15-36-7: CONDITIONS

15-4B-8: EXPIRATION

15-36-1: PURPOSE:

A. Pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, Section 15-22-5 of the El Segundo Municipal Code ("Section") establishes formal procedures allowing individuals with disabilities and their representatives to request reasonable accommodations in the application of zoning laws and other land use regulations, policies and procedures when necessary to eliminate barriers to housing opportunities.

B. A reasonable accommodation granted pursuant to this section shall not be construed as an amendment to this title or a change to the maps which are part of this title.

15-36-2: DEFINITIONS:

- A. **“Fair housing laws” means the “Fair Housing Act” (42 U.S.C. § 3601 et seq.), the “Americans with Disabilities Act”(42 U.S.C. § 12101 et seq.), and the “California Fair Employment and Housing Act” (California Government Code § 12900 et seq.), as these statutes now exist or may be amended from time to time, and the implementing regulations for each of these statutes.**
- B. **“Individual with a disability” means a person who has a physical or mental impairment that limits one or more major life activities, anyone who is regarded as having that type of impairment or, anyone who has a record of that type of impairment, as those terms are defined in the fair housing laws. People who are currently using illegal substances are not considered individuals with a disability.**
- C. **“Major life activity” means physical, mental, and social activities, such as the operation of major bodily functions, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working.**
- D. **“Physical or mental impairment” means any physiological disorder or condition and any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech and hearing impairments, cosmetic disfigurement, anatomical loss, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disabilities (formerly termed “mental retardation”), emotional or mental illness, learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, and alcoholism and drug addiction (but not including current use of illegal drugs). A temporary condition, such as a broken leg, pregnancy, use of crutches, etc. does not qualify as a physical or mental impairment.**
- E. **“Reasonable accommodation” means any deviation requested and/or granted from the City’s zoning and land use laws, rules, regulations, policies, procedures, practices, or any combination thereof, that may be reasonable and necessary for a disabled person to have an equal opportunity to use and enjoy a dwelling.**

15-36-3: APPLICABILITY:

- A. **A request for a reasonable accommodation may be made by any person with a disability, their representative, or any developer or provider of housing for an individual with a disability, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing**

opportunities. This Section is intended for the benefit of those individuals with disabilities as defined as under Subsection 15-22-5-B.

- B. A request for a reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to the housing of their choice. Requests for a reasonable accommodation shall be made in the manner prescribed by this Section.
- C. A reasonable accommodation does not affect a person's obligations to comply with other applicable regulations not at issue in the requested accommodation.
- D. A request for a reasonable accommodation shall be granted to an individual and shall not run with the land, unless expressly authorized under Subsection 15-22-5-I-2.

15-36-4: APPLICATION REQUIREMENTS:

- A. Requests for a reasonable accommodation shall be submitted on an application form provided by the community development department, or in the form of a letter to the Community Development Director. The application shall contain the following information:
 - 1. The applicant's name, address and telephone number;
 - 2. Address of the property for which the request is being made;
 - 3. The current actual use of the property;
 - 4. Documentation that the applicant is: (A) an individual with a disability; (B) applying on behalf of one or more individuals with a disability; or (C) a developer or provider of housing for one or more individuals with a disability;
 - 5. The specific exception or modification to the zoning code provision, regulation, policy, or practice that is being requested;
 - 6. Documentation that the requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy the residence.
- B. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection, unless required by state or federal law.

- C. A request for a reasonable accommodation from the strict application of the City's regulations, policies, practices or procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing.

15-36-5: REVIEW PROCEDURES:

- A. Requests for a reasonable accommodation shall be reviewed by the Community Development Director if no approval is sought other than the request for a reasonable accommodation.
- B. The Community Development Director may, in their discretion, refer applications to the Planning Commission for consideration.
- C. The Director may request additional information necessary for making a determination regarding the request for a reasonable accommodation that complies with the fair housing law's protections and the privacy rights of the individual with a disability to use the specified housing. If additional information is requested, the required timeframe for making a determination on the request stops running until the additional information is provided.
- D. The reviewing authority shall issue a written determination within 60 days of the receipt of a complete application, unless extended in writing by mutual agreement of the City and the applicant.
- E. The reviewing authority may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in Subsection 15-22-5-F. The notice of determination shall explain in detail the basis of the decision.
- F. All written decisions shall give notice of the applicant's right to appeal and to request a reasonable accommodation in the appeals process.
1. The written decision shall be final, unless the applicant appeals the decision pursuant to Chapter 29.
 2. While a request for a reasonable accommodation is pending, all laws and regulations otherwise applicable to the property shall remain in full force and effect. No reasonable accommodation shall be effective and no development permitted by a reasonable accommodation shall be initiated or construction started, until the appeal period has been exhausted.

15-36-6: REQUIRED FINDINGS:

A. The request for a reasonable accommodation shall be approved, or approved with conditions, if the reviewing authority finds that all of the following findings can be made:

- 1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual with a disability protected under the fair housing laws;**
- 2. The requested accommodation is necessary to make housing available to an individual with a disability protected under the fair housing laws;**
- 3. The requested accommodation will not impose an undue financial or administrative burden on the city;**
- 4. The requested accommodation will not require a fundamental alteration in the nature of the city's zoning regulations and policies; and**
- 5. There are no alternatives to the requested accommodations that may provide an equivalent level of benefit.**

15-36-7: CONDITIONS:

A. The reviewing authority may impose conditions upon the approval of the reasonable accommodation request deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by Subsection 15-22-5-F.

B. Conditions of approval may, where deemed appropriate, provide for any or all of the following:

- 1. The reasonable accommodation shall only be applicable to particular individual(s).**
- 2. Periodic inspection of the affected premises, as specified in the conditions, to verify compliance with the El Segundo Municipal Code and with any applicable conditions of approval.**
- 3. Prior to any transfer of interest in the premises, notice shall be given to the transferee of the existence of the modification, and the requirements that the transferee apply for a new modification as necessary. Once such transfer takes effect, the originally approved modification shall have no further validity.**
- 4. Removal of the improvement if the need for which the accommodation was granted no longer exists.**

- 5. Time limits and/or expiration of the approval if the need for which the accommodation was granted no longer exists.
 - 6. Other reasonable conditions deemed necessary to protect the public health, safety, and welfare.
- C. Prior to the issuance of any permits relative to an approved reasonable accommodation, the reviewing authority may require the applicant and/or owner to record a covenant in the County recorder's office acknowledging and agreeing to comply with the terms and conditions established in the determination, and to provide notice to future owners that a reasonable accommodation has been approved.

15-36-8: EXPIRATION:

- A. A reasonable accommodation shall lapse if the exercise of rights does not occur within one hundred eighty (180) days after the issuance of the final decision.
- B. The rights conferred by an approved accommodation shall expire when the disabled person for whom the accommodation was granted no longer resides at the property, unless the Director makes either of the following findings:
 - 1. That such accommodation is physically integrated with the property and cannot easily be removed or altered to comply with Chapter 4 of the El Segundo Municipal Code; or
 - 2. The property is now occupied by another disabled person who requires the accommodation to have an equal opportunity to use and enjoy the dwelling. The Community Development Director may request documentation that subsequent occupants are disabled persons. Failure to provide such documentation within thirty (30) days of the date of a request by the City shall constitute grounds for discontinuance by the City of a previously approved reasonable accommodations.

* * *

SECTION 14: A new Chapter 37, entitled "Housing Programs" is added as a new chapter to ESMC Title 15.

SECTION 15: Article 15-37A, entitled "Low-Barrier Navigation Centers" is added as a new article to ESMC Title 15, Chapter 36 to read as follows:

"ARTICLE A. LOW-BARRIER NAVIGATION CENTERS

- 15-37A-1: PURPOSE**
- 15-37A-2: APPLICABILITY**

15-37A-3: DEVELOPMENT AND OPERATIONAL STANDARDS

15-37A-4: DEFINITIONS

15-37A-1: PURPOSE

The purpose of this chapter is to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.

15-37A-2: APPLICABILITY

The provisions of this chapter shall apply to all low-barrier navigation center projects.

15-37A-3: DEVELOPMENT AND OPERATIONAL STANDARDS

A low-barrier navigation center development is a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. **“Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.**
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

15-37A-4: DEFINITIONS

Low-Barrier Navigation Centers. A housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services,

shelter, and housing. “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

- (1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.**
- (2) Pets.**
- (3) The storage of possessions.**
- (4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.**

Use by Right. Use by right has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.”

SECTION 16: 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 17: Enforceability. Repeal of any provision of the ESMC does 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 19: Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 20: 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 21: Recordation. The City Clerk, or designee, 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 22: This Ordinance will go into effect and be in full force and effect 30 days after its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2023.

Drew Boyles, Mayor

APPROVED AS TO FORM:

By: _____
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ___ day of _____ 2023, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Resolution of Intention and First Reading of an Ordinance Authorizing an Amendment to the City's CalPERS Contract to Implement Additional Government Code § 20516 Employee Cost Sharing for Classic City Employees' Association Members

RECOMMENDATION:

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees' Retirement System ("CalPERS") to provide an additional 1% employee cost sharing, as specified for classic members of the El Segundo City Employees' Association ("CEA").
2. Authorize the City Manager and City Clerk, to execute CalPERS forms as required for submission to CalPERS to facilitate CalPERS contract amendment process.
3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such contract amendment and schedule a second reading of the Ordinance for the regular January 16, 2024 City Council meeting.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The retirement contract amendment will have an estimated \$14,477 annual savings to the City as the employees will be picking up a portion of the "employer share" of their retirement cost.

BACKGROUND:

The City contracts with CalPERS to provide retirement benefits which are funded through employee and employer designated contributions. Employee contributions are negotiated through the meet and confer process and memorialized in a Memorandum of Understanding ("MOU") which is ratified by its members and approved by the governing

CEA Cost Sharing

December 5, 2023

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body.

On March 19, 2019, the El Segundo City Council adopted a resolution approving a successor MOU with CEA for the term March 20, 2019, through September 30, 2023. The adopted and approved CEA MOU provided that miscellaneous employees defined as "Classic" members would increase CalPERS retirement payments by an additional one percent (1%) for a total employee contribution of eight percent (8%) of compensation beginning September 2023. The cost sharing is currently in place by direct payroll deduction from employees to the City. CalPERS requires that a formal contract amendment process must be executed for the addition one percent (1%) cost sharing provision.

The process requires that the City submit the required forms to CalPERS for review and approval, conduct an election of impacted members, approve and adopt a resolution to amend the contract, and receive final notification that the amendment process is complete.

DISCUSSION:

The additional one percent (1%) cost sharing went into effect in September 2023 and the City has been withholding the agreed upon contributions from employee paychecks, however, the additional cost sharing payment cannot be reported to CalPERS as an employee contribution until a contract amendment has been executed.

Staff recommends adoption of Resolution of Intention between the City of El Segundo and CalPERS and to introduce the Ordinance for the contract amendment, as required under Government Code § 20471. Upon approval of the adoption of the resolution, the City will send the executed documents to CalPERS and request to begin the contract amendment process. Once the documents required to start the contract amendment process have been successfully submitted and CalPERS approves the contract amendment, the City will convert the one percent (1%) employer contribution to an employee contribution so that CEA members receive credit.

The Ordinance will come back for the second reading/approval at the January 16, 2024 City Council meeting to allow for the mandatory 20-day window between the Resolution's approval and the Ordinance's adoption, as required Government Code § 20471. The contract amendment is scheduled to go into effect on February 24, 2024, which is the first day of the new payroll period following the Ordinance's January 16, 2024 effective date.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

CEA Cost Sharing

December 5, 2023

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Objective 3A: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution of Intention to Approve an Amendment_CEA
2. Ordinance Authorizing Amendment to CalPERS Contract_CEA
3. Exhibit A

RESOLUTION NO. Number

A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF EL SEGUNDO

WHEREAS, (1) The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendment to said Law; and

WHEREAS, (2) One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, (3) The following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 1% for classic local miscellaneous members in the El Segundo City Employees' Association.

RESOLVED, (a) That the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED RESOLUTION NO. _____ this 5th day of December, 2023.

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 _____, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF EL SEGUNDO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

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

SECTION 1: That an amendment to the contract between the City of El Segundo and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit "A," and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Mayor of the El Segundo City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said agency.

SECTION 3: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the El Segundo Herald, a newspaper of general circulation, published and circulated in the City of El Segundo and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED RESOLUTION NO. _____ this 16th day of January, 2024.

Drew Boyles,
Mayor

Exhibit A: Amendment to Contract

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly 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 _____, 2023, 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




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of El Segundo



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1943, and witnessed August 25, 1943, and as amended effective November 1, 1947, August 1, 1949, July 1, 1950, November 1, 1955, September 1, 1958, March 9, 1959, November 7, 1964, October 19, 1968, December 11, 1971, July 20, 1974, July 19, 1975, January 3, 1976, July 16, 1977, June 3, 1978, February 6, 1982, April 3, 1982, January 1, 1992, June 27, 1992, May 15, 1993, January 8, 1994, January 19, 1996, April 4, 1997, October 13, 1997, October 7, 2000, December 18, 2000, May 19, 2001, July 2, 2004, April 12, 2008, May 9, 2009, October 3, 2009, October 23, 2010, October 6, 2012, December 30, 2012, December 13, 2014, January 9, 2016, June 8, 2019, October 24, 2020, June 17, 2023, and October 21, 2023, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective October 21, 2023, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to December 30, 2012, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after December 30, 2012, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to October 6, 2012, age 55 for classic local fire members and for those classic local police members entering membership for the first time in the police classification after October 6, 2012, and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1943, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to December 30, 2012, shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for service on and after July 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after December 30, 2012, shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to October 6, 2012, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after October 6, 2012, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - d. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.
 - e. Section 21024 (Military Service Credit as Public Service).
 - f. Section 20042 (One-Year Final Compensation) for classic members only.
 - g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
 - h. Section 21548 (Pre-Retirement Option 2W Death Benefit).

i. Section 20903 (Two Years Additional Service Credit).

j. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21363.1 (3% @ 55 Full and Modified formula) for classic local fire members from and after October 6, 2012, and until December 13, 2014.

The employee cost sharing contributions are 3%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond May 19, 2021. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 2.591% of payroll.

k. Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after October 6, 2012.

Section 21353 (2% @ 60 Modified formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 30, 2012.

l. Section 20516 (Employees Sharing Additional Cost):

From and after December 13, 2014, and until January 9, 2016, 3% for classic local fire members in the Supervisory and Professional Employees Association, and the Unrepresented Fire Management group.

From and after June 8, 2019, 3% for classic local police members in the El Segundo Police Officers' Association.

From and after June 8, 2019, 3% for classic local fire members in the El Segundo Firefighters' Association.

From and after October 24, 2020, 1% for classic local miscellaneous members in the Unrepresented Management-Confidential group.

From and after October 24, 2020, 3% for classic local safety members in the Unrepresented Management-Confidential group.

From and after June 17, 2023, 1% for classic local miscellaneous members in the El Segundo Supervisory and Professional Employees Association.

From and after October 21, 2023, 1% for classic local miscellaneous members in the El Segundo Police Support Services Employees Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the El Segundo City Employees Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF EL SEGUNDO

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

Fire Services Automatic and Mutual Aid Agreement Between the Cities of El Segundo and Manhattan Beach

RECOMMENDATION:

1. Authorize the City Manager to sign a Fire Services Automatic and Mutual Aid Agreement between the cities of El Segundo and Manhattan Beach.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Automatic aid is provided without cost to the requesting agency. Each city's fire department is responsible for cost of personnel and resources provided under this agreement. There is no financial impact to our city because of our participation in the local mutual and automatic aid agreement. Each Area G fire department bears their city's costs of providing mutual and automatic aid services.

BACKGROUND:

The City of El Segundo has entered into various aid agreements with the area's fire departments to provide services for the benefit of our city and the surrounding communities. The agreements can cover both automatic aid and mutual aid, as described below.

The purpose of automatic aid is to ensure the appropriate type and number of fire resources are dispatched to an emergency incident when a 9-1-1 call is reported to the fire dispatch center. These units are pre-approved through an agreement and do not have to be requested before being dispatched. Automatic aid is also used to ensure our residents and visitors receive emergency services when our internal resources are committed to and unavailable due to simultaneous calls for service. Automatic aid agreements have been used to strengthen our fire operations and assure our fire department's ability to manage incidents when the size or complexity of an emergency

2023 Fire Services Automatic and Mutual Aid Agreement

December 5, 2023

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requires more resources than the city's fire department has available.

Mutual aid is used to request resources after the initial units and all available automatic aid resources are en route or on-scene of an emergency and the incident commander anticipates additional units will be necessary to control the emergency. Unlike automatic aid, mutual aid requests are not approved at the time of the initial dispatch. Mutual aid requests are made to and confirmed by the agency giving aid. Requests are not automatically approved, and an agency may decline a request. El Segundo's mutual aid requests first go through Area G (see attachment LACO Disaster Management Areas Map). When Area G's resources are depleted, the dispatch center makes a request for resources to the Los Angeles County Fire region.

DISCUSSION:

El Segundo has been a fire service partner to Manhattan Beach for nearly as long as both cities have had organized fire departments. The last automatic aid agreement between the two cities was approved in 2009. Under this 2009 agreement, El Segundo's ladder truck only responded to structure fire calls along the south side of the Rosecrans Avenue corridor between Oak Avenue and Aviation Boulevard. El Segundo's ladder truck was provided without reciprocation of any resources from Manhattan Beach under the 2009 automatic aid agreement.

Recently, our two cities have been providing additional aid and services beyond the terms of the 2009 agreement, and both cities desire to memorialize our current practices through the proposed agreement. In 2022, our fire department provided emergency units to Manhattan Beach for 91 incidents, while Manhattan Beach sent units to 92 incidents in our city. The proposed agreement is more robust than the 2009 agreement and reflects the increased need to support each other to provide effective fire services. The new agreement includes exchanges of fire engines, paramedic ambulances, and Battalion Chiefs. In the agreement, an automatic aid response to the City of El Segundo from Manhattan Beach requires Manhattan Beach to provide both their large fire apparatus and a Battalion Chief for a reported house fire. The City of El Segundo reciprocates by sending our ladder truck, one fire engine, and a Battalion Chief to Manhattan Beach for a reported structure fire. Under this model, we keep one of our fire engines in town in the event a simultaneous call for fire services occurs in our city.

The agreement includes medical aid responses and single unit resources requests for non-structure fire or non-medical aid assistance. If El Segundo Fire Department provides a paramedic ambulance for a medical aid emergency under the automatic aid agreement and the patient requires transport, our paramedic ambulance will take the patient to the nearest and most appropriate receiving hospital. Manhattan Beach provides equal service to El Segundo. A single resource unit request would occur, for example, when the requesting city does not have the resources and there is a need to extinguish a vehicle fire. The type of emergency call for a single resource unit is defined

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in the agreement in Exhibit A.

Under the new agreement, and as an industry standard practice, there is no fee or charge associated with automatic aid. Instead, the goal is to create a system where there is balanced reciprocation of emergency units.

Mutual aid is addressed in the agreement, but only to the extent of what resources either city can provide under a mutual aid request. There are two documents the cities adhere to when requesting or providing mutual aid assistance. The first is the Area G Mutual Aid Agreement dated 1961 and the California Disaster and Civil Defense Master Mutual Aid Agreement. The City of El Segundo already follows these processes, and no modification is required.

Mutual aid is provided by the Area G fire departments to El Segundo when an automatic aid agreement does not exist. Mutual aid differs from automatic aid in that the incident commander must be on-scene of an emergency incident that will overwhelm the city's resources and has exhausted automatic aid agreements. When Area G resources are at draw down, additional resources are requested from the region (Los Angeles County). An agency providing mutual aid resources can be reimbursed for their costs depending on the number of resources and the duration of their commitment. As a general rule, an incident must exceed several hours, even days, before it becomes a reimbursable event.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:

Robert Espinosa, Interim Fire Chief

REVIEWED BY:

Robert Espinosa, Interim Fire Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. ESFD-MBFD Automatic Aid Agreement 2023
2. El Segundo and Manhattan Beach 2009 MOU
3. LACO Disaster Management Areas Map
4. Auto Mutual Aid 2018-2022
5. Automatic Aid Agreement Presentation

This Automatic and Mutual Aid Agreement Between the Cities of El Segundo and Manhattan Beach [Fire Departments] ("Agreement") is made and entered into effective the 1st day of September, 2023, by and between the CITY OF EL SEGUNDO, a California municipal corporation (hereinafter referred to as "El Segundo") and the CITY OF MANHATTAN BEACH, a California municipal corporation (hereinafter referred to as "Manhattan Beach"). El Segundo and Manhattan Beach will be referred to jointly herein as "the parties."

RECITALS

The parties desire in this Agreement to memorialize the procedures for carrying out Automatic Aid and Mutual Aid responses and pre-arranged unit deployment between the parties.

The procedures set forth in this Agreement serve to increase the level of fire protection to the communities of El Segundo and Manhattan Beach through improved firefighter emergency scene safety and the enhancement of training opportunities.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Automatic Aid.

1.1 Resources Available

1.2 Emergency response units available pursuant to this agreement shall include:

- Fire Engine with a minimum of three sworn fire safety personnel
- Ladder Truck with aerial operations capabilities and sufficient sworn safety personnel to operate it
- Quint Ladder Truck with aerial operations capabilities and sufficient sworn safety personnel to operate it
- Paramedic Rescue Ambulance with advance life support transport capabilities.
- Battalion Chief with a qualified incident commander and vehicle with radio communications
- Urban Search and Rescue Team

1.3 Automatic Aid Resources: El Segundo and Manhattan Beach shall make the following resources available for Automatic Aid per the fire station order list and run cards:

Structure Fire Response by El Segundo to Manhattan Beach North of and Including Manhattan Beach Blvd

1.3.1 First alarm structure fire response- El Segundo will provide one Battalion Chief, one Ladder Truck and one Fire Engine. If the El Segundo Ladder Truck is unavailable for a Structure Fire Response, El Segundo may instead provide an additional Fire Engine for a total of two, responding Fire Engines.

1.3.2 Greater alarm structure fire- El Segundo will provide one additional Fire Engine and one

Rescue Ambulance.

Structure Fire Response by El Segundo to Manhattan Beach South of and Not Including Manhattan Beach Blvd

- 1.3.3 First alarm structure fire- El Segundo will provide one Fire Engine.
- 1.3.4 Greater alarm structure fire- El Segundo will provide one Battalion Chief, one Ladder Truck, one additional Fire Engine, and one Rescue Ambulance.

Structure Fire Response by Manhattan Beach to El Segundo

- 1.3.5 First alarm structure fire- Manhattan Beach will provide one Battalion Chief and two Fire Engines.
- 1.3.6 Greater alarm structure fire- Manhattan Beach will provide one Rescue Ambulance.

Emergency Medical Response by El Segundo to Manhattan Beach

- 1.3.7 El Segundo will provide one Fire Engine and one Rescue Ambulance when both El Segundo Rescue Ambulances are available (a second El Segundo Rescue Ambulance may be requested via mutual aid when all other automatic aid resource options have been exhausted by Manhattan Beach).

Emergency Medical Response by Manhattan Beach to El Segundo

- 1.3.8 Manhattan Beach will provide one Fire Engine and one Rescue Ambulance.
- 1.4 Single Resource Response. All other non-Structure Fire or Emergency Medical Responses shall be defined as Single Resource Response.

Single source response by El Segundo to Manhattan Beach

- 1.4.1 El Segundo will provide one Fire Engine.

Single source response by Manhattan Beach to El Segundo

- 1.4.2 Manhattan Beach will provide one Fire Engine.

2. Mutual Aid Resources

- 2.1 El Segundo and Manhattan Beach shall make the following resources available for Mutual Aid as identified need. An identified need for purposes of this agreement is

when the on-scene Incident Commander has an emergency that will overwhelm responding resources.

- 2.2 The on-duty Battalion Chief or fire department representative of the city receiving a request has the discretion to provide available resources to the requesting City.

Mutual Aid Units for Response by El Segundo to Manhattan Beach

- One Rescue Ambulance
- One Fire Engine
- One Ladder Truck
- One Urban Search and Rescue Vehicle
- One Battalion Chief

Mutual Aid Units for Response by Manhattan Beach to El Segundo

- One Rescue Ambulance
- One Fire Engine
- One Battalion Chief

3. Incident Types Triggering Automatic and Mutual Aid.

- 3.1 The parties will provide Automatic Aid and Mutual Aid assistance in response to the incidents described and set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.

4. Dispatch/Response/Release Procedures.

- 4.1 At the beginning of each shift day, El Segundo, Manhattan Beach and South Bay Regional Public Communications Authority ("RCC") will communicate as to the staffing status of their respective units in accordance with this Agreement. Units will be dispatched pursuant to RCC procedures. Units will operate on the frequency assigned by RCC. The Incident Command System will be utilized on all emergencies involving Automatic Aid and Mutual Aid under this Agreement. The requesting City shall release the automatic/mutual aid unit(s) back to their City, as soon as possible. Units shall notify RCC Dispatch when they are temporarily unavailable due to training and other staffing situations.

5. Response Areas.

- 5.1 Response areas are established per the fire station order list and run cards, in accordance with Exhibit “A” of this Agreement. Any modification to Exhibit “A” must be agreed to by both parties.

6. Customer/Patient Billing.

- 6.1 The party transporting the patient will bill the patient using the transporting City's fee structure and procedures.

7. Training/Meetings/Internal Emergencies.

- 7.1 The parties agree to temporary response area coverage. Temporary response area coverage is defined as operational response by a fire department's resources to the requesting agencies jurisdictional area for fire services for a time not greater than 24-hours.
- 7.2 An informal request can be made via a phone call from one party to requested party's Battalion Chief. An informal request will be up to four hours in duration.
- 7.3 A formal request shall be in writing via email to the requested agency's Battalion Chief and include the RCC Dispatch Supervisor. A formal request for response area coverage shall be for a duration of over four hours and not greater than 24 hours. The parties shall periodically share and update contact information for Battalion Chiefs and other critical staff, including phone numbers and email addresses.

8. Insurance.

- 8.1 Each of the parties is an authorized self-insurance public entity for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation, and Property Damage insurance obligations, and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement. Either party may request that the other party furnish satisfactory evidence of the required insurance coverage upon request. Each party agrees to provide the other 30 days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

9. Workers' Compensation.

- 9.1 Each of the parties is responsible for providing workers' compensation insurance for its own employees in connection with injuries incurred in Automatic and Mutual Aid responses.

10. Termination.

- 10.1 This Agreement may be terminated without cause by either party upon thirty days advance written notice to the other party.

1 1 . Status of the Parties.

11.1 The parties are acting as independent contractors wherein each is providing a service of mutual assistance to the other. Each employee involved in providing mutual aid shall remain in the fulltime employ of his or her respective employer, and the host city shall have no liability for payment to him or her of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the host city.

1 2 . Notices.

12.1 All notices required by this Agreement must be in writing and given to the Parties at the following addresses:

CITY OF EL SEGUNDO:
Fire Chief
314 Main Street
El Segundo, CA 90245

CITY OF MANHATTAN BEACH:
Fire Chief
1400 Highland Avenue
Manhattan Beach, CA 90266

13. Governing Law.

13.1 This Agreement shall be construed in accordance with the laws of the State of California.

14. Indemnification.

14.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, the parties hereby agree that all losses or liabilities incurred by a party in connection with this Agreement shall not be shared pro rata. Instead, pursuant to Government Code section 895.4, each party hereto agrees to fully indemnify and hold harmless the other party as set forth below.

El Segundo and Manhattan Beach (each, an "Indemnifying Agency") agree to defend, indemnify, and save harmless each other City, their respective City Councils and officers, agents and employees from any and all claims or losses arising, directly or indirectly from any and all claims, demands, liabilities, expenses and defense costs of the Indemnified Agency, and/or causes of action of any nature whatsoever, including, but not limited to, any action for injury to or death of persons, or loss of or damage to property, in any manner arising out of or connected with any act or omission attributable

to the Indemnifying Agency's performance under this Agreement. This defense and indemnification provision shall survive the termination of this Agreement.

15. Severability.

15.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable, provided that the principal purposes of this Agreement are not thereby frustrated.

16. Entire Agreement.

16.1 This Agreement supersedes any other agreement, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

17. Dispute Resolution.

17.1 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within 20 days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within 60 days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County.

18. Third Party Beneficiaries.

18.1 This Agreement shall not be construed as an attempt to create a third-party beneficiary contract. This Agreement is for the sole benefit of its parties; no other person or entity shall benefit from its terms.

19. Counterparts.

19.1 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.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

X _____

(Date)

Darrell George
City Manager
City of El Segundo

X _____

(Date)

Bruce Moe
City Manager
City of Manhattan Beach

X _____

(Date)

El Segundo City Attorney

X _____

(Date)

El Segundo City Clerk

X _____

(Date)

Manhattan Beach City Attorney

X _____

(Date)

Manhattan Beach City Clerk

EXHIBIT A

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
A	CROWDF	OCCUPANCY CHECK	1	ESFD	E	
				MBFD	E	
B	PDASTF	POLICE ASSIST	1	ESFD	E/T	
				MBFD	BC E	
C	AIRCF	AIRCRAFT CRASH	1	ESFD	BC 2E T R	
				MBFD	BC 3E T R	
M	BRUSHF	BRUSH FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
D	ASSAUL	ASSAULT VICTIM	1	ESFD	E/T R	
				MBFD	E R A	
E	CALRMF	FIRE ALARM/COMM	1	ESFD	E/T	
				MBFD	E	
E	FINVF	INVESTIGATION	2	ESFD	E/T	
				MBFD	E	
E	FNSF	NON STRUCT FIRE	1	ESFD	E/T	WE HAVE TO ADD THE RESCUE TO THE RUN BECAUSE THE OTHER CLASS E RESPONSES ARE SINGLE ENGINE.
				MBFD	E	
E	FVEHF	VEHICLE FIRE	1	ESFD	E/T*	WE HAVE TO ADD THE RESCUE TO THE RUN BECAUSE THE OTHER CLASS E RESPONSES ARE SINGLE ENGINE.
				MBFD	E	
E	RALRMF	FIRE ALARM/RESD	1	ESFD	E/T	
				MBFD	E	

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
F	VEHACC	VEHICLE ACCIDENT	1	ESFD	E T R	
				MBFD	E R A	
G	ELEV F	ELEVATOR ENTRAP	1	ESFD	E/T	
				MBFD	E	
H	HZCONF	HAZARDOUS COND.	1	ESFD	E/T	
				MBFD	E	
H	PBASTF	ASSIST PUBLIC	1	ESFD	E/T	
				MBFD	E	
I	OCEANF	OCEAN RESCUE	1	ESFD	BC E/T R	
				MBFD	BC 2E R	
M	FVHMJF	LARGE VEH FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	GASINF	NAT GAS LEAK IN	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	HAZMTF	HAZARD MATERIALS	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	VAULTF	VAULT FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
N	MVIF	MULTI-VICT. INC.	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E R A	
O	VACMJF	MAJOR T/C W/INJ	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E T R A	

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
P	ROOFF	ROOF COLLAPSE	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E R	
R	RESCUE	RESCUE	1	ESFD	E/T R (A IF R21)	
				MBFD	E R A	
S	STRIKF	FIRE STRIKE TEAM	1	ESFD	E	
				MBFD	E	
T	RESMNF	RESCUE MINOR	1	ESFD	R/E/T	
				MBFD	E/R A	
U	MSTRKF	MEDICAL STRIKE	1	ESFD	BC 2E 3R	
V	ASSAUM	ASSAULT VICT MAJ	1	ESFD	BC E/T R	
				MBFD	BC E/T R A	
Y	FIREF	STRUCTURE FIRE	1	ESFD	2BC 4E T R	
				MBFD	2BC 4E T R	
Y	FIREF	STRUCTURE FIRE	2	ESFD	2BC 8E 2T 2R	
				MBFD	2BC 8E 2T 2R	
Y	FIREF	STRUCTURE FIRE	3	ESFD	3BC 12E 3T 3R	
				MBFD	3BC 12E 3T 3R	
Y	FIREF	STRUCTURE FIRE	4	ESFD	4BC 16E 4T 4R	FROM REGION ONE
				MBFD	4BC 16E 4T 4R	FROM REGION ONE
Z	PLANBF	BRUSH FIRE	1	9002	E22	

MEMORANDUM OF UNDERSTANDING FOR EXCHANGE OF EMERGENCY SERVICES BETWEEN THE CITY OF EL SEGUNDO FIRE DEPARTMENT AND THE CITY OF MANHATTAN BEACH FIRE DEPARTMENT

This Memorandum of Understanding is authorized by the City Council of the City of El Segundo and the City Council of the City of Manhattan Beach. The provisions of this Memorandum shall become effective and operational on August 1, 2009.

The purpose of this Memorandum of Understanding is to outline the procedures for carrying out an automatic aid/initial action response by the City of El Segundo Fire Department, hereinafter referred to as "ELS," and the City of Manhattan Beach Fire Department, hereinafter referred to as "MHB." This Memorandum of Understanding is a guide for day-to-day operations and is not intended to replace or adjust the California Master Mutual Aid Agreement.

AMOUNT AND TYPE OF ASSISTANCE

The exchange of fire protection services described below is intended to provide for the dispatch of the most appropriate ELS or MHB resources to assist regular jurisdictional units with fire emergencies occurring in the areas described below and depicted on the attached map.

RESPONSE BY ELS TO MHB

ELS Truck 32 will respond as the first due truck on structural fire alarms or other reports of a structure fire in MHB in the area south of Rosecrans Ave. and bounded by Oak Avenue, Parkview Avenue, and Aviation Blvd.

RESPONSE BY MHB TO ELS

None. (Per El Segundo)

METHOD OF DISPATCH

Upon receipt of a structural fire alarm or other report of a structure fire in Manhattan Beach within the automatic aid/initial action area, the South Bay Regional Communications Center shall dispatch the proper assignment and immediately notify the El Segundo Public Safety Emergency Communications Center, "El Segundo," and request the agreed upon assistance.

LIMITATIONS

If the agreed upon automatic aid/initial response is not available or ELS's resources are temporarily depleted, ELS is not required to respond. The Captain of ELS Truck 32 will notify "El Segundo" dispatch when the Truck goes out of service for any reason and when the Truck returns to service. The Captain shall direct "El Segundo" dispatch to notify "South Bay" dispatch and MHB of the change in the Truck's status.

COMMUNICATIONS

When ELS Truck 32 responds into MHB jurisdiction, the unit will notify "El Segundo" dispatch that they are responding and then will turn the radio to "South Bay FD 1" and notify "South Bay" dispatch that they are responding. On arrival at the incident, ELS Truck 32 shall notify "South Bay" dispatch that they are on scene.

INCIDENT COMMAND

The senior officer of the first arriving unit will take necessary action dictated by the situation. Overall command of the incident will be assumed by MHB upon its arrival at the scene. The Captain on ELS Truck 32 will contact the Incident Commander for resource coordination and assignment. ELS Truck 32 will be released from the incident by MHB as soon as practical.

INCIDENT REPORTING

Each department shall be responsible for obtaining needed information to complete their reports for incidents. ELS Truck 32 shall provide MHB appropriate information for the completion of their incident reports.

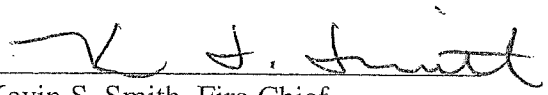
TRAINING

Joint training will be carried out periodically for the purpose of maintaining efficient inter-departmental coordination and operational efficiency.


REVISIONS

This agreement shall remain operative and effective until participation is terminated by either party. It is further agreed that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination. It is agreed that substantial reductions of the fire protection services by either agency shall be cause for reconsideration of this agreement.

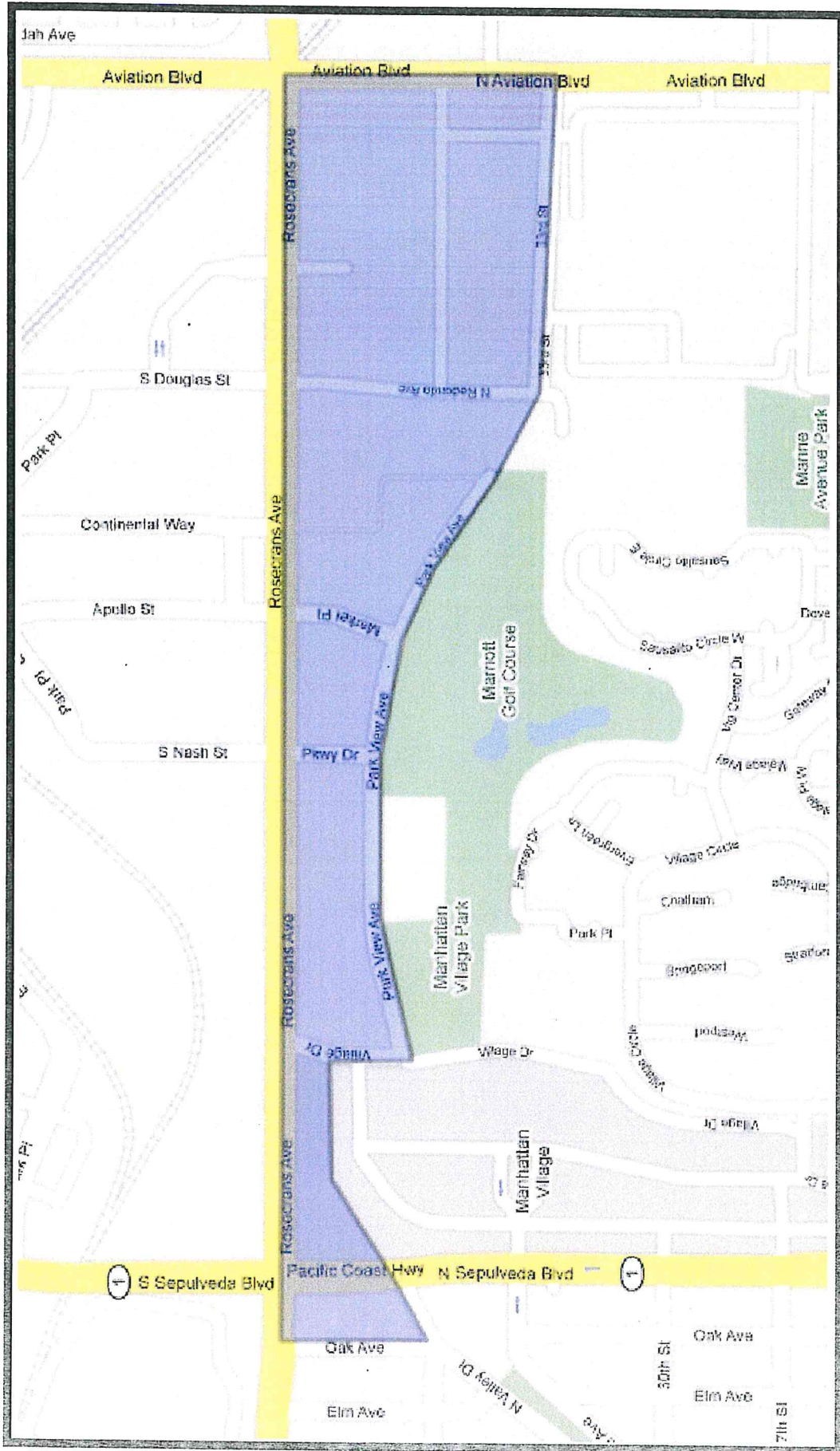
8-6-09
Date


Kevin S. Smith, Fire Chief
El Segundo Fire Department

7/24/09
Date


Scott Ferguson, Fire Chief
Manhattan Beach Fire Department

Attachment A. ELS to MHB Auto Aid Response Area



South Bay Regional Public Communications Authority Memorandum

To: All Communications Personnel
From: Bonnie Agee, Administration Manager
Date: August 31, 2009 (Revised 11-12-2009)
Re: **AUTOMATIC AID – MBFD/ESFD - REVISION**

The original agreement between the Manhattan Beach Fire Department and El Segundo Fire Department to provide automatic aid in the form of an additional truck to a specified area has been modified effective September 1st, 2009. Run card updates for Truck 32 have been completed. Battalion Chief Shuck is in the process of completing additional EMS response changes that will need to be added the run cards eventually. Specifics of the agreement with ESFD are as follows (the original agreement and map of coverage area is also attached for your reference).

For El Segundo Fire into the City of Manhattan Beach:

- ESFD Truck 32 will respond as the first in truck to structural fire alarms or other reports of a structure fire in Manhattan Beach in the area between Rosecrans Avenue to the north, Oak Avenue to the west, Aviation Blvd. to the east, and Valley Drive, Parkview Avenue and 33rd Street to the south. If T32 is unavailable for response T61 will respond followed by Torrance Fire. Effective September 1st, T32 will no longer respond south to MBB. T61 will respond as the first in truck in this area where T32 no longer responds.

For Manhattan Beach Fire into the City of El Segundo:

- None

Copies: Supervisor (7)
Acting Supervisor (7)
Briefing Notebook
Operations Manager
FD01-FD02-SB11

Automatic and Mutual Aid Given and Received 2018 to 2022

Aid Given Manhattan Beach	2018	
	Total Units	103
	Total Incidents	63
	Incident Type	#
BC31	Structure Fire	36
	Hazardous Materials	1
	Rescue	1
	Total	38
E31	Structure Fire	5
	Rescue	4
	Hazardous Condition	1
	Total	10
E32	Structure Fire	24
	Rescue	2
	Total	26
R31	Structure Fire	0
	Rescue	7
	Total	7
T32	Structure Fire	9
	Major Traffic Accident with Injuries	3
	Hazardous Condition	2
	Total	14
R32	Rescue	7
	Major Traffic Accident with Injuries	1
	Total	8

Aid Received Manhattan Beach	2018	
	Total Units	78
	Total Incidents	76
	Incident Type	#
BC21	Structure Fire	39
	Commercial Fire Alarm	8
	Natural Gas Leak	2
	Total	49
E21	Structure Fire	9
	Rescue	4
	Hazardous Condition	1
	Total	14
E22	Structure Fire	18
	Rescue	4
	Total	22
R21	Structure Fire	0
	Rescue	28
	Vehicle Accident	4
	Total	32

Aid Given Manhattan Beach	2019	
	Total Units	104
	Total Incidents	54
	Incident Type	#
BC31	Structure Fire	35
	Assault Victim	1
	Total	36
E31	Structure Fire	7
	Rescue	1
	Vehicle Accident	1
	Brush Fire	1
	Total	10
E32	Structure Fire	22
	Major Traffic Accident with Inujures	1
	Assault Victim	1
	Total	24
R31	Structure Fire	0
	Rescue	2
	Total	2
T32	Structure Fire	12
	Major Traffic Accident with Injuries	10
	Investigation	1
	Total	23
R32	Rescue	7
	Vehicle Accident	2
	Total	9

Aid Received Manhattan Beach	2019	
	Total Units	108
	Total Incidents	71
	Incident Type	#
BC21	Structure Fire	34
	Vehicle Fire	2
	Commercial Fire Alarm	3
	Total	39
E21	Structure Fire	10
	Rescue	1
	Hazardous Condition	1
	Total	12
E22	Structure Fire	29
	Rescue	3
	Elevator Entrapment	1
	Commercial Fire Alarm	1
	Hazardous Materials	1
	Vehicle Fire	1
	Total	36
R21	Structure Fire	1
	Rescue	16
	Vehicle Accident	3
	Hazardous Condition	1
	Total	21

Aid Given Manhattan Beach	2020	
	Total Units	124
	Total Incidents	62
	Incident Type	#
BC31	Structure Fire	39
	Ocean Rescue	1
	Rescue	1
	Total	41
E31	Structure Fire	6
	Rescue	4
	Hazardous Condition	1
	Residential Fire Alarm	1
	Vehicle Accident	1
	Vehicle Fire	1
	Total	14
E32	Structure Fire	17
	Rescue	4
	Commercial Fire Alarm	1
	Residential Fire Alarm	1
	Major Traffic Accident with Injuries	1
	Vehicle Accident	1
	Total	25
R31	Rescue	6
	Total	6
T32	Structure Fire	28
	Major Traffic Accident with Injuries	2
	Commercial Fire Alarm	1
	Total	31
R32	Rescue	6
	Major Traffic Accident with Injuries	1
	Total	7

Aid Received Manhattan Beach	2020	
	Total Units	93
	Total Incidents	62
	Incident Type	#
BC21	Structure Fire	32
	Natural Gas Leak	1
	Commercial Fire Alarm	1
	Total	34
E21	Structure Fire	10
	Elevator Entrapment	1
	Commercial Fire Alarm	1
	Rescue	1
	Public Assist	1
	Total	14
E22	Structure Fire	21
	Rescue	3
	Natural Gas Leak	1
	Brush Fire	1
	Total	26
R21	Structure Fire	2
	Rescue	15
	Vehicle Accident	1
	Major Traffic Accident with Injuries	1
	Total	19

Aid Given Manhattan Beach	2021	
	Total Units	100
	Total Incidents	62
	Incident Type	#
BC31	Structure Fire	31
	Major Traffic Accident with Injuries	1
	Total	32
E31	Structure Fire	5
	Rescue	3
	Hazardous Condition	1
	Residential Fire Alarm	1
	Vehicle Accident	1
	Total	11
E32	Structure Fire	15
	Rescue	4
	Total	19
R31	Rescue	2
	Vehicle Accident	1
	Major Traffic Accident with Injuries	1
	Structure Fire	3
	Total	7
T32	Structure Fire	20
	Major Traffic Accident with Injuries	6
	Hazardous Condition	1
	Rescue	1
	Residential Fire Alarm	1
	Total	29
R32	Rescue	1
	Major Traffic Accident with Injuries	1
	Total	2

Aid Received Manhattan Beach	2021	
	Total Units	91
	Total Incidents	62
	Incident Type	#
BC21	Structure Fire	21
	Major Traffic Accident with Injuries	5
	Brush Fire	1
	Investigate	1
	Assault Victim Major	1
	Commercial Fire Alarm	2
	Total	31
E21	Structure Fire	5
	Investigate	1
	Commercial Fire Alarm	2
	Rescue	4
	Total	12
E22	Structure Fire	21
	Rescue	3
	Natural Gas Leak	1
	Brush Fire	1
	Total	26
R21	Structure Fire	1
	Rescue	17
	Vehicle Accident	3
	Major Traffic Accident with Injuries	1
	Total	22

Aid Given Manhattan Beach	2022	
	Total Units	118
	Total Incidents	91
	Incident Type	#
BC31	Structure Fire	17
	Major Traffic Accident with Injuries	1
	Ocean Rescue	1
	Total	19
E31	Structure Fire	2
	Rescue	6
	Hazardous Condition	2
	Commercial Fire Alarm	1
	Total	11
E32	Structure Fire	21
	Rescue	2
	Hazardous Conditions	1
	Natural Gas Leak	2
	Major Traffic Accident with Injuries	1
	Total	27
R31	Rescue	13
	Vehicle Accident	3
	Structure Fire	2
	Total	18
T32	Structure Fire	19
	Major Traffic Accident with Injuries	7
	Hazardous Condition	1
	Total	27
R32	Rescue	15
	Major Traffic Accident with Injuries	1
	Total	16

Aid Received Manhattan Beach	2022	
	Total Units	162
	Total Incidents	92
	Incident Type	#
BC21	Structure Fire	30
	Major Traffic Accident with Injuries	5
	Brush Fire	5
	Hazardous Materials	3
	Natural Gas Leak	1
	Rescue	1
	Other	2
	Multi-Victim Accident	1
	Assault Victim Major	1
	Investigation	1
	Total	50
E21	Structure Fire	33
	Investigate	1
	Vehicle Fire	1
	Multi-Victim Accident	1
	Rescue	3
	Total	39
E22	Structure Fire	24
	Vehicle Fire	1
	Rescue	5
	Multi-Victim Accident	1
	Investigate	2
	Brush Fire	2
	Total	35
R21	Structure Fire	3
	Rescue	35
	Total	38



Automatic and Mutual Aid Agreement 2023

Cities of El Segundo and Manhattan Beach



CITY OF
EL SEGUNDO

What Is and Purpose of Automatic Aid



CITY OF
EL SEGUNDO

What Is and Purpose of Mutual Aid



CITY OF
EL SEGUNDO

El Segundo's History of Aid Agreements



CITY OF
EL SEGUNDO

Aid by the Numbers

Aid Given By and Aid Received 2018 to 2022

Aid Given by Manhattan Beach 2018

Total Units	103
Total Incidents	63

Aid Given By Manhattan Beach 2019

Total Units	104
Total Incidents	54

Aid Given By Manhattan Beach 2020

Total Units	124
Total Incidents	62

Aid Given By Manhattan Beach 2021

Total Units	100
Total Incidents	62

Aid Given By Manhattan Beach 2022

Total Units	118
Total Incidents	91

5 year	549
5 year	332

Aid Received 2018

Total Units	78
Total Incidents	76

Aid Received 2019

Total Units	108
Total Incidents	71

Aid Received 2020

Total Units	93
Total Incidents	62

Aid Received 2021

Total Units	91
Total Incidents	62

Aid Received 2022

Total Units	162
Total Incidents	92

5 Year	532
5 year	363



CITY OF
EL SEGUNDO

Questions?



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Park Vista Yard Sale Request

RECOMMENDATION:

1. Provide staff direction whether to consider allowing public yard sales at the Park Vista Senior Living facility.
2. Alternately, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Yard sales at the Park Vista Senior Living facility were raised during public comment at the November 7, 2023 City Council meeting, as well as by residents during the El Segundo Senior Citizen Housing Board Corporation's meetings on September 27 and October 25, 2023. Neil Cadman, whose management company, the Cadman Group, oversees day-to-day operations of the Park Vista facility, informed the Senior Housing Corporation Board that he has denied yard sale requests due to security concerns and potential insurance issues.

DISCUSSION:

As the City's property manager of Park Vista, the Cadman Group oversees the day-to-day operations and maintenance of the facility. The Cadman Group ensures Park Vista operates in accordance with local, state and federal laws, tenant issues are addressed, and the facility operates within its annual budget.

In its experience with the daily operations, the Cadman Group has historically denied community yard sale requests at Park Vista for liability and security concerns. For example, the event would be in an inner area of the facility to which non-residents do

Park Vista Yard Sale

December 5, 2023

Page 2 of 2

not normally have access. Once inside, they could freely enter the building and potentially access individual residences. Damage to person or property could expose the City to potential liability. The City Attorney's office agreed that the security and liability concerns outweigh the limited benefit of a group sale, especially with ample alternatives for private sales of items via internet or secondhand store, but recommended the matter be directed to the City Council for consultation and direction.

While the Cadman Group plans to continue denying resident yard sale requests due to the mentioned safety and liability concerns, staff is bringing this item before City Council for further discussion and direction, as deemed appropriate.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective 2A: El Segundo is a safe and prepared community.

PREPARED BY:

Eduardo Schonborn, AICP, Planning Manager

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Staff Presentations

Item Number: D.18

TITLE:

Topgolf USA El Segundo, LLC Sublease Assignment to Spirit Realty, L.P. and Associated Master Lease Amendment and Estoppel Certificate

RECOMMENDATION:

1. Approve the proposed assignment of Topgolf USA El Segundo, LLC's sublease to Spirit Realty, L.P. and corresponding leaseback of the interest from Spirit Realty, L.P. to Topgolf USA El Segundo, LLC subject to, and contingent upon the execution of the attached Acknowledgment of Lease Terms and Guarantor Acknowledgment of Guaranty.
2. Authorize the Mayor to execute the Estoppel Certificate and Consent, the Second Amendment to the Due Diligence and Recreation Ground Lease Agreement between the City of El Segundo and Centercal LLC, and the corresponding First Amendment to Memorandum of Lease, on the condition that the assignment of the sublease occurs on or before January 30, 2024, provided the documents are in a form substantially similar to the drafts attached to the Council Agenda Report and are approved by the City Attorney.
3. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On February 6, 2021, the City of El Segundo and ES Centercal, LLC ("Centercal") entered into the Due Diligence and Recreation Ground Lease Agreement pursuant to which the City leased the Lakes Golf Course and adjacent property to Centercal (the "Lease"). The Lease obligated Centercal to construct the Topgolf facility, complete improvements to the golf course, and to operate both facilities. The Lease authorized Centercal to sublease the premises to Topgolf USA El Segundo, LLC ("Topgolf USA")

Topgolf Sublease Assignment and Associated Master Lease Amendment and Estoppel Certificate

December 5, 2023

Page 2 of 4

for the purpose of taking over the operations. Topgolf USA's obligations under the Lease are guaranteed by TG Holdings I, LLC.

Paragraph 18.1 of the Lease prohibits Topgolf USA from assigning its sublease interest without the City's consent unless the assignment falls into one of four specific categories that are referred to as "Permitted Topgolf Transfers." The proposed assignment does not qualify as a Permitted Topgolf Transfer. Consequently, the City's consent to the assignment is required for it to be effective.

In May 2023, Topgolf formally requested the Council's consent to the assignment of Topgolf USA's sublease interest to a different entity - 42 Real Estate, LLC - together with a corresponding leaseback of the interest from 42 Real Estate, LLC to Topgolf USA. Topgolf explained that the transaction was intended as a financing mechanism that would allow Topgolf USA to free up capital for it to invest in its entire structure, not just its El Segundo location. In addition to the proposed assignment, Topgolf requested that the Lease be amended to extend the initial term by approximately 26 months. The Lease provides for an initial term of 20 years that commenced on February 18, 2021. The lessee then has six successive options to extend the term, each for a separate period of five years each. Topgolf's proposed financing mechanism required it to assign its sublease with a 20-year initial term. To accommodate this need, the amendment would have extended the initial term of the Lease by approximately 26 months while simultaneously reducing the length of the first option period by the same amount of time, thereby having no net effect on the maximum overall term of the Lease. The City Council approved Topgolf USA's request for consent, together with the corresponding Lease amendment. However, the transaction between Topgolf USA and 42 Real Estate, LLC was never consummated.

DISCUSSION:

Topgolf USA has found a new potential financing partner in Spirit Realty, L.P. and is again requesting that the City Council consent to the assignment of Topgolf USA's sublease interest and to an amendment of the Lease. However, Topgolf USA is now requesting that the City Council agree to amend the Lease in two additional, substantive ways that were not previously considered. First, Topgolf USA requests an amendment that would allow Spirit Realty, L.P., or the then-current sublessee, the option to enter into a direct lease with the City in the event that either Centercal terminates the Lease or the City terminates the Lease as the result of a default by Centercal. The direct lease would be on the identical rental and other terms and conditions in the Lease. The Lease currently only gives Topgolf USA itself this option. The amendment would extend this option to the current sublessee of Centercal (for example, Spirit Realty, L.P. if this transaction is authorized by the Council). If the sublessee elects not to enter into a direct lease with the City, then Topgolf USA would be given the option to do so.

Second, Topgolf USA is requesting that the Lease be amended to add another category

Topgolf Sublease Assignment and Associated Master Lease Amendment and Estoppel Certificate

December 5, 2023

Page 3 of 4

of “Permitted Topgolf Transfer” that would effectively allow the then-current sublessee to assign its interest in the sublease to any entity that will sub-sublease the premises to either Topgolf USA, and affiliate of TG Holdings (the guarantor of the Lease), or any other entity approved by the City to be an operator of the premises in accordance with the Lease. This new class of “Permitted Topgolf Transfer” would be subject to the following conditions precedent:

1. The proposed sublease assignee would be required either to (i) enter into a new or replacement sub-sublease agreement with the operator of the premises, or (ii) keep the then-existing sub-sublease agreement in effect;
2. The proposed sublease assignee would be required to provide the City with financial statements demonstrating the assignee’s satisfaction of the applicable financial requirements currently set forth in the Lease;
3. The City would need to provide a written acknowledgment that the conditions set out in (1) and (2), above, are satisfied;
4. TG Holdings must execute and deliver an acknowledgment and restatement of its Guaranty; and
5. The proposed sublease assignee must execute and deliver to City an acknowledgment of the lease whereby the sublease assignee will agree that the documents used to effectuate the transfer do not alter any terms or conditions of the Lease.

As with the previous request, Topgolf is again requesting that the Lease be amended to extend the initial term be extended (this time by approximately 34 months) to allow the sublease to be assigned with a full 20-year initial term. The amendment would again shorten the first option period by an equal amount of time, resulting in no net change in the overall term of the Lease. The proposed amendments to the Lease will require an amendment to the Memorandum of Lease on file with the County Recorder. A draft of both amendments is attached hereto.

As was the case with Topgolf’s previous consent request, the City Attorney’s Office asked Topgolf USA to respond to several questions regarding the nature, purpose, and effect of the proposed transaction. Topgolf’s responses are attached hereto.

Also attached is a document to be executed by Topgolf USA, Spirit Realty, L.P., and Centercal wherein all said parties would irrevocably represent, warrant, acknowledge and agree that the proposed assignment and leaseback would not in any way alter the terms or conditions of the Lease. In addition, TG Holdings I, LLC, the guarantor of the Lease obligations, was asked to prepare a document acknowledging that the proposed

Topgolf Sublease Assignment and Associated Master Lease Amendment and Estoppel Certificate

December 5, 2023

Page 4 of 4

assignment and leaseback, together with the amendment to the Lease, would not affect or in any way diminish its guaranty obligations. Both documents have been prepared to the satisfaction of the City Attorney and are attached hereto.

Representatives of both Topgolf USA and Spirit Realty, L.P. will be present at the Council meeting to answer any additional questions the Council may have.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion economic development and fiscal sustainability.

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

PREPARED BY:

Joaquin Vazquez, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Topgolf Attachment 1
2. Topgolf Attachment 2-2
3. Topgolf Attachment 5-1
4. Topgolf Attachment 6
5. Topgolf Attachment 7
6. Topgolf Attachment 3
7. Topgolf Attachment 4

ACKNOWLEDGMENT OF LEASE TERMS

THIS ACKNOWLEDGMENT OF LEASE TERMS (this "**Acknowledgment**") is made and entered into this ___ day of _____, 2023 by [Sprit Realty, L.P., a Delaware limited partnership] ("**Spirit Realty**"), Topgolf USA El Segundo, LLC, a Delaware limited liability company ("**Topgolf El Segundo**"), and ES CENTERCAL, LLC, a Delaware limited liability company ("**Centercal**").

RECITALS

A. The City of El Segundo, a General Law Municipal corporation (the "**City of El Segundo**") and Centercal entered into that certain Due Diligence and Recreation Ground Lease Agreement, dated as of February 6, 2021 (the "**Master Lease**") for the lease of that certain real property owned by the City of El Segundo located in the City of El Segundo, State of California, as set forth in Exhibit A-1 of the Master Lease (the "**Premises**").

B. Topgolf El Segundo and Centercal entered into that certain Ground Sublease Agreement, dated as of February 8, 2021 (the "**Sublease**") for the sublease by Topgolf El Segundo of the Premises from Centercal.

C. Topgolf El Segundo and Spirit Realty intend to enter into that certain Agreement of Sale and Purchase (as amended, the "**Purchase and Sale Agreement**"), for the assignment by Topgolf El Segundo of its leasehold interest in the Sublease to Spirit Realty (the "**Assignment**").

D. Effective as of the closing of the transaction set forth in the Purchase and Sale Agreement (the "**Closing**"), Topgolf El Segundo and Spirit Realty will enter into an Operating Sublease (the "**Operating Sublease**") for the leaseback of the leasehold interest in the Sublease from Spirit Realty to Topgolf El Segundo (the "**Leaseback**").

E. The City of El Segundo has requested, in connection with providing its consent to the Assignment and the Leaseback, that Spirit Realty and Topgolf El Segundo enter into this Acknowledgment.

NOW, THEREFORE, each of Topgolf El Segundo, Spirit Realty and Centercal irrevocably represent, warrant, acknowledge and agree that neither the Purchase and Sale Agreement or the Operating Sublease in any way alters the terms or conditions of the Master Lease.

FURTHERMORE, each of Topgolf El Segundo and Spirit Realty acknowledge and agree that the Outside Date (as such term is defined in the Purchase and Sale Agreement) for the Closing is January 31, 2024 and that Topgolf El Segundo will provide written confirmation of the Closing to the City of El Segundo as soon as reasonably possibly following the Closing, which confirmation may be delivered via email to Mark Hensley, City Attorney, at mhensley@hensleylawgroup.com with a copy to Darrell George, City Manager, at dgeorge@elsegundo.org.

This Acknowledgment shall be governed by, and construed in accordance with, the laws of the state of California.

[Signatures on Next Page.]

TOPGOLF EL SEGUNDO:

Topgolf USA El Segundo, LLC,
a Delaware limited liability company

By: _____
Name: William Davenport
Title: Manager

Spirit Realty

Spirit Realty, L.P.,
a Delaware limited partnership

By: _____
Name:
Title:

CENTERCAL

ES CENTERCAL, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT OF LEASE TERMS

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RECITALS

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C. Topgolf El Segundo and Spirit Realty intend to enter into that certain Agreement of Sale and Purchase (as amended, the "**Purchase and Sale Agreement**"), for the assignment by Topgolf El Segundo of its leasehold interest in the Sublease to Spirit Realty (the "**Assignment**").

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NOW, THEREFORE, each of Topgolf El Segundo, Spirit Realty and Centercal irrevocably represent, warrant, acknowledge and agree that neither the Purchase and Sale Agreement or the Operating Sublease in any way alters the terms or conditions of the Master Lease.

FURTHERMORE, each of Topgolf El Segundo and Spirit Realty acknowledge and agree that the Outside Date (as such term is defined in the Purchase and Sale Agreement) for the Closing is January 31, 2024 and that Topgolf El Segundo will provide written confirmation of the Closing to the City of El Segundo as soon as reasonably possibly following the Closing, which confirmation may be delivered via email to Mark Hensley, City Attorney, at mhensley@hensleylawgroup.com with a copy to Darrell George, City Manager, at dgeorge@elsegundo.org.

This Acknowledgment shall be governed by, and construed in accordance with, the laws of the state of California.

[Signatures on Next Page.]

TOPGOLF EL SEGUNDO:

Topgolf USA El Segundo, LLC,
a Delaware limited liability company

By: _____
Name: William Davenport
Title: Manager

Spirit Realty

Spirit Realty, L.P.,
a Delaware limited partnership

By: _____
Name:
Title:

CENTERCAL

ES CENTERCAL, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This First Amendment to Memorandum of Lease (this "**First Amendment**") is made and entered into as of this ___ day of _____, 202__, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("**Lessor**") and ES CENTERCAL, LLC, a Delaware limited liability company ("**Lessee**") upon the following terms:

WHEREAS, Lessor and Lessee entered into that certain Due Diligence and Recreation Ground Lease Agreement dated February 6, 2021 (as amended by that certain Amendment No. 1 to the Due Diligence and Recreation Ground Lease Agreement dated February 15, 2022 and that certain Amendment No. 2 to the Due Diligence and Recreation Ground Lease Agreement dated as of even date herewith, the "**Lease**");

WHEREAS, the Lease is evidenced of record by that certain Memorandum of Lease dated February 6, 2021 and recorded at file number 20210889658 of the Official Records of Los Angeles County, California (the "**Memorandum**"); and

WHEREAS, Lessor and Lessee desire to amend the Memorandum as follows.

NOW, THEREFORE, for and in consideration of the foregoing, Lessor and Lessee hereby amend the Memorandum as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Memorandum.
2. **Commencement Date of Lease.** Section 3 of the Memorandum is hereby deleted in its entirety.
3. **Term.** Section 4 of the Memorandum is hereby deleted in its entirety and replaced with the following:

Term. The Basic Term of the Lease shall commence on February 17, 2021 (the "**Premises Turnover Date**") and end on [_____, 2043] (the "**Initial Term End Date**"), unless the Basic Term shall sooner terminate or later be extended as provided in the Lease, together with the option to extend the Lease Term for a first Option Period commencing immediately following the Initial Term End Date and ending

as of the twenty-fifth (25th) anniversary of the Premises Turnover Date, along with five (5) additional consecutive Option Periods of five (5) years each.

4. Ratification. Except as herein modified and amended, the terms and conditions of the Memorandum are hereby ratified and affirmed and shall remain in full force and effect. In the event of any conflict between the terms of the Memorandum and the terms of this First Amendment, the terms of this First Amendment shall control.

5. Counterparts. Lessor and Lessee may execute and acknowledge this Memorandum in counterparts, and such various signature pages may be collated together to form a single instrument.

[Execution on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Memorandum of Lease as of the date first hereinabove mentioned.

CITY OF EL SEGUNDO ("Lessor"):

By: _____

Name: _____

Title: _____

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

State of California)
County of _____)

On _____, before me,
_____,
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ES CENTERCAL, LLC ("Lessee"):

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

State of California

County of _____

On _____, before _____ me,
_____,
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California
County of _____

On _____, before me,
_____,
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ESTOPPEL CERTIFICATE AND CONSENT

Dated: _____, 2023

SPIRIT REALTY, L.P.
2727 N. Harwood Street, Suite 300
Dallas, TX 75201
Attention: Property Management

Re: Due Diligence and Recreation Ground Lease Agreement (the "Master Lease"), by and between THE CITY OF EL SEGUNDO, a General Law Municipal corporation ("Lessor") and ES CENTERCAL, LLC, a Delaware limited liability company ("Lessee"), dated February 6, 2021, relating to property located in the City of El Segundo, County of Los Angeles, State of California, as legally described on Exhibit A of the Master Lease; Ground Sublease Agreement dated February 8, 2021 (the "Sublease") by and between Lessee and TopGolf USA El Segundo, LLC ("Seller"). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Master Lease.

To whom it may concern:

The undersigned hereby acknowledges that SPIRIT REALTY, L.P., a Delaware limited partnership, and its successors and permitted assigns ("Purchaser"), may agree or has agreed to purchase the Seller's interest in the Premises pursuant to that certain [Purchase and Sale Agreement] by and between Seller and Purchaser. In connection therewith, the undersigned hereby certifies, acknowledges and agrees as of the date first set forth above as follows:

1. The Master Lease is in full force and effect and unmodified;
2. Lessee is not in default in the payment of Rent (as such term is defined in the Master Lease) to Lessor;
3. To the knowledge of Lessor, neither party is in default in the performance or observance of any other covenant or condition to be performed or observed under the Master Lease;
4. To the knowledge of Lessor, no event has occurred that authorized, or with the lapse of time will authorize, Lessor to terminate the Master Lease;
5. To the knowledge of Lessor, neither Lessee nor Lessor has any offsets, counterclaims, or defenses and all Conditions Precedent (as such term is defined in the Master Lease) have been satisfied;
6. The date through which Rent has been paid to Lessor is _____;
7. Lessor consents to the assignment of the Sublease by Seller to Purchaser (the "Sublease Assignment");

8. Lessor consents to the sub-sublease of the Premises by Purchaser to Seller; and
9. Lessor acknowledges and agrees that the existing requirements in Section 11.2 of the Master Lease which provide that the Golf Course Management Agreement be executed (i) by the person or entity that is subleasing and/or operating the Premises Improvements or, (ii) in the event Lessee delivers a Non-Operation Notice and the Premises will be reopened for business to the public, by any replacement Operator of the driving range approved by Lessor pursuant to Section 18 of the Master Lease, shall continue to apply and execution of the Golf Course Management Agreement by Topgolf El Segundo, an affiliate of TGH, or a replacement Operator approved by Lessor, as applicable, satisfies these requirements.

Lessor has agreed to execute this Estoppel Certificate and Consent (this "Certificate") with the recognition and understanding that Purchaser will be relying on this Certificate and the matters set forth herein in purchasing Seller's interest in the Premises, and that Purchaser would not purchase Seller's interest in the Premises without the execution and delivery of this Certificate by the undersigned.

Furthermore, each of Purchaser and Seller acknowledge and agree that the effectiveness of this Certificate is contingent on the occurrence of (i) the Sublease Assignment on or prior to January 31, 2024, and (ii) the execution by all parties thereto, concurrently with execution of the Sublease Assignment, of each of (a) that certain Acknowledgment of Lease Terms, by and among Purchaser, Seller, and Lessee, in the form attached hereto as Exhibit A, and (b) that certain Guarantor Acknowledgment of Guaranty, by TG Holdings I, LLC, a Delaware limited liability company, in the form attached hereto as Exhibit B. If the conditions set forth in this paragraph are not timely satisfied, this Certificate shall become null and void as if this Certificate had not been executed by Lessor.

LESSOR:

THE CITY OF EL SEGUNDO,
a general law City and Municipal
corporation

By: _____
Name: _____
Title: _____

PURCHASER:

SPIRIT REALTY, L.P.,
a Delaware limited partnership

By: Spirit General OP Holdings, LLC
a Delaware limited liability company,
its general partner

By _____
Name _____
Title _____

Exhibit A

Acknowledgment of Lease Terms

[To be attached]

ACKNOWLEDGMENT OF LEASE TERMS

THIS ACKNOWLEDGMENT OF LEASE TERMS (this "**Acknowledgment**") is made and entered into this ___ day of _____, 2023 by [Sprit Realty, LP, a Delaware limited partnership] ("**Spirit Realty**"), Topgolf USA El Segundo, LLC, a Delaware limited liability company ("**Topgolf El Segundo**"), and ES Centercal, LLC, a Delaware limited liability company ("**Centercal**").

RECITALS

A. The City of El Segundo, a General Law Municipal corporation (the "**City of El Segundo**") and Centercal entered into that certain Due Diligence and Recreation Ground Lease Agreement, dated as of February 6, 2021 (the "**Master Lease**") for the lease of that certain real property owned by the City of El Segundo located in the City of El Segundo, State of California, as set forth in Exhibit A-1 of the Master Lease (the "**Premises**").

B. Topgolf El Segundo and Centercal entered into that certain Ground Sublease Agreement, dated as of February 8, 2021 (the "**Sublease**") for the sublease by Topgolf El Segundo of the Premises from Centercal.

C. Topgolf El Segundo and Spirit Realty intend to enter into that certain Agreement of Sale and Purchase (as amended, the "**Purchase and Sale Agreement**"), for the assignment by Topgolf El Segundo of its leasehold interest in the Sublease to Spirit Realty (the "**Assignment**").

D. Effective as of the closing of the transaction set forth in the Purchase and Sale Agreement (the "**Closing**"), Topgolf El Segundo and Spirit Realty will enter into an Operating Sublease (the "**Operating Sublease**") for the leaseback of the leasehold interest in the Sublease from Spirit Realty to Topgolf El Segundo (the "**Leaseback**").

E. The City of El Segundo has requested, in connection with providing its consent to the Assignment and the Leaseback, that Spirit Realty and Topgolf El Segundo enter into this Acknowledgment.

NOW, THEREFORE, each of Topgolf El Segundo, Spirit Realty and Centercal irrevocably represent, warrant, acknowledge and agree that neither the Purchase and Sale Agreement or the Operating Sublease in any way alters the terms or conditions of the Master Lease.

FURTHERMORE, each of Topgolf El Segundo and Spirit Realty acknowledge and agree that the Outside Date (as such term is defined in the Purchase and Sale Agreement) for the Closing is [December 31, 2023] and that Topgolf El Segundo will provide written confirmation of the Closing to the City of El Segundo as soon as reasonably possibly following the Closing, which confirmation may be delivered via email to Mark Hensley, City Attorney, at mhensley@hensleylawgroup.com with a copy to Darrell George, City Manager, at dgeorge@elsegundo.org.

This Acknowledgment shall be governed by, and construed in accordance with, the laws of the state of California.

[Signatures on Next Page.]

TOPGOLF EL SEGUNDO:

Topgolf USA El Segundo, LLC,
a Delaware limited liability company

By: _____
Name: William Davenport
Title: Manager

Spirit Realty

[Spirit Realty, LP],
a [Delaware limited partnership]

By: _____
Name:
Title:

CENTERCAL

ES Centercal, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Exhibit B

Acknowledgment of Guaranty

[To be attached]

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

SPIRIT REALTY CAPITAL, INC.
Consolidated Balance Sheets
(In Thousands, Except Share and Per Share Data)
(Unaudited)

	September 30, 2023	December 31, 2022
Assets		
Investments:		
Real estate assets held for investment:		
Land and improvements	\$ 2,742,072	\$ 2,740,250
Buildings and improvements	6,081,378	5,892,117
Less: accumulated depreciation	(1,354,807)	(1,211,061)
Total real estate assets held for investment, net	7,468,643	7,421,306
Intangible lease assets, net	389,100	423,870
Real estate assets under direct financing leases, net	7,404	7,427
Real estate assets held for sale, net	61,545	49,148
Loans receivable, net	52,949	23,023
Total investments, net	7,979,641	7,924,774
Cash and cash equivalents	134,166	8,770
Deferred costs and other assets, net	310,801	313,722
Goodwill	225,600	225,600
Total assets	<u>\$ 8,650,208</u>	<u>\$ 8,472,866</u>
Liabilities and stockholders' equity		
Liabilities:		
Revolving credit facilities	\$ —	\$ 55,500
Term loans, net	1,090,198	792,309
Senior Unsecured Notes, net	2,725,505	2,722,514
Mortgages payable, net	4,545	4,986
Total debt, net	3,820,248	3,575,309
Intangible lease liabilities, net	106,814	118,077
Accounts payable, accrued expenses and other liabilities	230,353	218,164
Total liabilities	4,157,415	3,911,550
Commitments and contingencies (see Note 6)		
Stockholders' equity:		
Preferred stock and paid in capital, \$0.01 par value, 20,000,000 shares authorized: 6,900,000 shares issued and outstanding at both September 30, 2023 and December 31, 2022	166,177	166,177
Common stock, \$0.05 par value, 350,000,000 shares authorized: 141,331,218 and 141,231,219 shares issued and outstanding at September 30, 2023 and December 31, 2022, respectively	7,067	7,062
Capital in excess of common stock par value	7,300,728	7,285,629
Accumulated deficit	(3,036,475)	(2,931,640)
Accumulated other comprehensive income	55,296	34,088
Total stockholders' equity	4,492,793	4,561,316
Total liabilities and stockholders' equity	<u>\$ 8,650,208</u>	<u>\$ 8,472,866</u>

See accompanying notes.

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Operations
(In Thousands, Except Share and Per Share Data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Revenues:				
Rental income	\$ 188,205	\$ 180,296	\$ 561,765	\$ 520,930
Interest income on loans receivable	1,506	521	3,919	1,362
Earned income from direct financing leases	131	131	393	393
Other operating income	3,533	1,956	4,888	3,550
Total revenues	193,375	182,904	570,965	526,235
Expenses:				
General and administrative	14,062	14,313	45,016	42,408
Property costs (including reimbursable)	8,382	7,395	24,077	22,600
Deal pursuit costs	342	470	1,174	1,490
Interest	36,919	30,956	104,993	84,573
Depreciation and amortization	79,370	74,600	236,527	216,606
Impairments	19,258	1,571	36,052	11,096
Total expenses	158,333	129,305	447,839	378,773
Other income:				
Loss on debt extinguishment	—	—	—	(172)
Gain on disposition of assets	3,661	23,302	66,450	63,107
Other income	—	—	—	5,679
Total other income	3,661	23,302	66,450	68,614
Income before income tax expense	38,703	76,901	189,576	216,076
Income tax expense	(235)	(261)	(754)	(640)
Net income	38,468	76,640	188,822	215,436
Dividends paid to preferred shareholders	(2,587)	(2,587)	(7,763)	(7,763)
Net income attributable to common stockholders	<u>\$ 35,881</u>	<u>\$ 74,053</u>	<u>\$ 181,059</u>	<u>\$ 207,673</u>
Net income per share attributable to common stockholders:				
Basic	\$ 0.25	\$ 0.54	\$ 1.28	\$ 1.56
Diluted	\$ 0.25	\$ 0.54	\$ 1.28	\$ 1.56
Weighted average shares of common stock outstanding:				
Basic	141,124,401	136,314,369	141,094,907	132,835,210
Diluted	141,149,865	136,314,369	141,103,395	132,965,297
Dividends declared per common share issued	\$ 0.6696	\$ 0.6630	\$ 1.9956	\$ 1.9390

See accompanying notes.

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Comprehensive Income
(In Thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net income attributable to common stockholders	\$ 35,881	\$ 74,053	\$ 181,059	\$ 207,673
Other comprehensive income:				
Net reclassification of amounts from AOCIL	8,260	40,204	21,208	41,608
Total comprehensive income	<u>\$ 44,141</u>	<u>\$ 114,257</u>	<u>\$ 202,267</u>	<u>\$ 249,281</u>

See accompanying notes.

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Stockholders' Equity
(In Thousands, Except Share Data)
(Unaudited)

Nine Months Ended September 30, 2023	Preferred Stock		Common Stock				Accumulated Deficit	AOCIL	Total Stockholders' Equity
	Shares	Par Value and Capital in Excess of Par Value	Shares	Par Value	Capital in Excess of Par Value				
Balances, December 31, 2022	6,900,000	\$ 166,177	141,231,219	\$ 7,062	\$ 7,285,629	(2,931,640)	\$ 34,088	\$ 4,561,316	
Net income	—	—	—	—	—	96,173	—	96,173	
Dividends declared on preferred stock	—	—	—	—	—	(2,588)	—	(2,588)	
Net income attributable to common stockholders	—	—	—	—	—	93,585	—	93,585	
Other comprehensive loss	—	—	—	—	—	—	(10,586)	(10,586)	
Dividends declared on common stock	—	—	—	—	—	(93,675)	—	(93,675)	
Tax withholdings related to net stock settlements	—	—	(30,279)	(2)	—	(1,310)	—	(1,312)	
Stock-based compensation, net	—	—	98,982	5	5,225	(659)	—	4,571	
Balances, March 31, 2023	6,900,000	\$ 166,177	141,299,922	\$ 7,065	\$ 7,290,854	(2,933,699)	\$ 23,502	\$ 4,553,899	
Net income	—	—	—	—	—	54,181	—	54,181	
Dividends declared on preferred stock	—	—	—	—	—	(2,588)	—	(2,588)	
Net income attributable to common stockholders	—	—	—	—	—	51,593	—	51,593	
Other comprehensive income	—	—	—	—	—	—	23,534	23,534	
Dividends declared on common stock	—	—	—	—	—	(93,700)	—	(93,700)	
Tax withholdings related to net stock settlements	—	—	(3,825)	—	—	(145)	—	(145)	
Stock-based compensation, net	—	—	35,261	2	4,968	311	—	5,281	
Balances, June 30, 2023	6,900,000	\$ 166,177	141,331,358	\$ 7,067	\$ 7,295,822	(2,975,640)	\$ 47,036	\$ 4,540,462	
Net income	—	—	—	—	—	38,468	—	38,468	
Dividends declared on preferred stock	—	—	—	—	—	(2,587)	—	(2,587)	
Net income available to common stockholders	—	—	—	—	—	35,881	—	35,881	
Other comprehensive income	—	—	—	—	—	—	8,260	8,260	
Dividends declared on common stock	—	—	—	—	—	(94,635)	—	(94,635)	
Stock-based compensation, net	—	—	(140)	—	4,906	(2,081)	—	2,825	
Balances, September 30, 2023	6,900,000	\$ 166,177	141,331,218	\$ 7,067	\$ 7,300,728	(3,036,475)	\$ 55,296	\$ 4,492,793	

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Stockholders' Equity
(In Thousands, Except Share Data)
(Unaudited)

Nine Months Ended September 30, 2022	Preferred Stock		Common Stock				Accumulated Deficit	AOCIL	Total Stockholders' Equity
	Shares	Par Value and Capital in Excess of Par Value	Shares	Par Value	Capital in Excess of Par Value				
Balances, December 31, 2021	6,900,000	\$ 166,177	127,699,235	\$ 6,385	\$ 6,673,440	(2,840,356)	\$ (5,847)	\$ 3,999,799	
Net income	—	—	—	—	—	56,056	—	56,056	
Dividends declared on preferred stock	—	—	—	—	—	(2,588)	—	(2,588)	
Net income attributable to common stockholders	—	—	—	—	—	53,468	—	53,468	
Other comprehensive income	—	—	—	—	—	—	702	702	
Dividends declared on common stock	—	—	—	—	—	(85,688)	—	(85,688)	
Tax withholdings related to net stock settlements	—	—	(39,028)	(2)	—	(6,408)	—	(6,410)	
Issuance of shares of common stock, net	—	—	6,559,406	328	299,440	—	—	299,768	
Stock-based compensation, net	—	—	86,888	4	4,021	(496)	—	3,529	
Balances, March 31, 2022	6,900,000	\$ 166,177	134,306,501	\$ 6,715	\$ 6,976,901	(2,879,480)	\$ (5,145)	\$ 4,265,168	
Net income	—	—	—	—	—	82,740	—	82,740	
Dividends declared on preferred stock	—	—	—	—	—	(2,588)	—	(2,588)	
Net income attributable to common stockholders	—	—	—	—	—	80,152	—	80,152	
Other comprehensive income	—	—	—	—	—	—	702	702	
Dividends declared on common stock	—	—	—	—	—	(86,987)	—	(86,987)	
Tax withholdings related to net stock settlements	—	—	(403)	—	—	(17)	—	(17)	
Issuance of shares of common stock, net	—	—	1,999,996	100	89,864	—	—	89,964	
Stock-based compensation, net	—	—	35,591	2	4,385	(498)	—	3,889	
Balances, June 30, 2022	6,900,000	\$ 166,177	136,341,685	\$ 6,817	\$ 7,071,150	(2,886,830)	\$ (4,443)	\$ 4,352,871	
Net income	—	—	—	—	—	76,640	—	76,640	
Dividends declared on preferred stock	—	—	—	—	—	(2,587)	—	(2,587)	
Net income available to common stockholders	—	—	—	—	—	74,053	—	74,053	
Other comprehensive income	—	—	—	—	—	—	40,204	40,204	
Dividends declared on common stock	—	—	—	—	—	(92,595)	—	(92,595)	
Issuance of shares of common stock, net	—	—	3,320,559	166	141,702	—	—	141,868	
Stock-based compensation, net	—	—	(418)	—	4,393	(4)	—	4,389	
Balances, September 30, 2022	6,900,000	\$ 166,177	139,661,826	\$ 6,983	\$ 7,217,245	(2,905,376)	\$ 35,761	\$ 4,520,790	

See accompanying notes.

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Cash Flows
(In Thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2023	2022
Operating activities		
Net income	\$ 188,822	\$ 215,436
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	236,527	216,606
Impairments	36,052	11,096
Amortization of deferred financing costs	5,944	3,637
Amortization of debt discounts, net	982	947
Amortization of deferred losses on interest rate swaps	2,106	2,106
Stock-based compensation expense	15,106	12,805
Loss on debt extinguishment	—	172
Gain on dispositions of real estate and other assets	(66,450)	(63,107)
Non-cash revenue	(26,894)	(30,165)
Other	32	10
Changes in operating assets and liabilities:		
Deferred costs and other assets, net	3,798	(1,683)
Accounts payable, accrued expenses and other liabilities	(22,477)	(28,975)
Net cash provided by operating activities	373,548	338,885
Investing activities		
Acquisitions of real estate	(419,765)	(1,118,290)
Capitalized real estate expenditures	(65,649)	(55,318)
Investments in loans receivable	(13,672)	(12,700)
Proceeds from dispositions of real estate and other assets	249,028	183,767
Net cash used in investing activities	(250,058)	(1,002,541)
Financing activities		
Borrowings under revolving credit facilities	424,000	1,267,800
Repayments under revolving credit facilities	(479,500)	(1,556,200)
Repayments under mortgages payable	(413)	(391)
Borrowings under term loans	300,000	800,000
Deferred financing costs	(269)	(17,028)
Proceeds from issuance of common stock, net of offering costs	—	531,565
Repurchase of shares of common stock, including tax withholdings related to net stock settlements	(1,457)	(6,427)
Common stock dividends paid	(281,020)	(255,870)
Preferred stock dividends paid	(7,763)	(7,763)
Net cash (used in) provided by financing activities	(46,422)	755,686
Net increase in cash, cash equivalents and restricted cash	77,068	92,030
Cash, cash equivalents and restricted cash, beginning of period	61,953	17,799
Cash, cash equivalents and restricted cash, end of period	\$ 139,021	\$ 109,829
Cash paid for interest, net of interest capitalized	\$ 133,071	\$ 99,575
Interest capitalized	1,005	741
Cash paid for income taxes	919	676

SPIRIT REALTY CAPITAL, INC.
Consolidated Statements of Cash Flows
(In Thousands)
(Unaudited)

Supplemental Disclosures of Non-Cash Activities:	Nine Months Ended September 30,			
	2023		2022	
Dividends declared and unpaid	\$	94,635	\$	92,595
Accrued capitalized costs		39,552		18,103
Accrued market-based award dividend rights		2,429		998
Derivative changes in fair value		19,104		39,502
Financing provided in connection with disposition of assets		33,000		—
Right-of-use assets		22,635		—
Right-of-use liabilities		22,635		—

See accompanying notes.

GUARANTOR ACKNOWLEDGMENT OF GUARANTY

THIS GUARANTOR ACKNOWLEDGMENT OF GUARANTY (this "**Acknowledgment**") is made and entered into this ___ day of _____, 2023 by TG Holdings I, LLC, a Delaware limited liability company ("**Guarantor**").

RECITALS

A. Guarantor, an affiliate of Topgolf USA El Segundo, LLC, a Delaware limited liability company ("**Topgolf El Segundo**") entered into that certain Guaranty Agreement, dated as of February 6, 2021 (the "**Master Lease Guaranty Agreement**"), for the benefit of The City of El Segundo, a General Law Municipal corporation (the "**City of El Segundo**"), in connection with that certain Due Diligence and Recreation Ground Lease Agreement, dated as of February 6, 2021 (as amended, the "**Master Lease**"), by and between the City of El Segundo and ES Centercal, LLC, a Delaware limited liability company ("**Centercal**") for the lease by Centercal of that certain real property owned by the City of El Segundo located in the City of El Segundo, State of California, as set forth in Exhibit A-1 of the Master Lease (the "**Premises**").

B. Topgolf El Segundo and Centercal entered into that certain Ground Sublease Agreement, dated as of February 8, 2021 (as amended, the "**Sublease**") for the sublease by Topgolf El Segundo of the Premises from Centercal.

C. Topgolf El Segundo and Spirit Realty, L.P., a Delaware limited partnership ("**Spirit Realty**") entered into that certain Agreement of Sale and Purchase, dated as of [_____, 2023] (as amended, the "**Purchase and Sale Agreement**"), for the assignment by Topgolf El Segundo of its leasehold interest in the Sublease to Spirit Realty (the "**Assignment**").

D. Effective as of the closing of the transaction set forth in the Purchase and Sale Agreement (the "**Closing**"), Topgolf El Segundo and Spirit Realty will enter into an Operating Sublease (the "**Operating Sublease**") for the leaseback of the leasehold interest in the Sublease from Spirit Realty to Topgolf El Segundo (the "**Leaseback**").

E. The City of El Segundo has requested, in connection with providing its consent to the Assignment and Leaseback, that Guarantor enter into this Acknowledgment.

NOW, THEREFORE, Guarantor hereby acknowledges, ratifies, confirms, and agrees to be bound by the Master Lease Guaranty Agreement as such pertains to Guarantor. The Guarantor hereby agrees that (i) the Assignment and the Leaseback and (ii) the extension of the Basic Term (as such term is defined in the Master Lease) to end on [_____, 2043], as set forth in that certain Amendment No. 2 to the Due Diligence and Recreation Ground Lease Agreement, dated as of [_____, 2023], do not affect or in any way diminish the guaranty obligations of the Guarantor under the Master Lease Guaranty, all of which remain in full force and effect.

FURTHERMORE, Guarantor acknowledges and agrees that the Outside Date (as such term is defined in the Purchase and Sale Agreement) for the Closing is [December 31, 2023] and that Topgolf El Segundo will provide written confirmation of the Closing to the City of El Segundo as soon as reasonably possibly following the Closing, which confirmation may be delivered via email to Mark Hensley, City Attorney, at mhensley@hensleylawgroup.com with a copy to Darrell George, City Manager, at dgeorge@elsegundo.org.

This Acknowledgment shall be governed by, and construed in accordance with, the laws of the state of California.

[Signatures on Next Page.]

GUARANTOR:

TG HOLDINGS I, LLC,
a Delaware limited liability company

By: _____
Name: William Davenport
Title: CFO

**SECOND AMENDMENT TO
DUE DILIGENCE AND RECREATION GROUND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO DUE DILIGENCE AND RECREATION GROUND LEASE AGREEMENT (the “Second Amendment”) is made this ___ day of _____ 2023, by and between THE CITY OF EL SEGUNDO, a general law City and municipal corporation (“Lessor”), and ES CENTERCAL, LLC, a Delaware limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Due Diligence and Recreation Ground Lease Agreement dated February 6, 2021 (as amended by that certain Amendment No. 1 to the Due Diligence and Recreation Ground Lease Agreement dated February 15, 2022, the “Lease”);

WHEREAS, Lessee (as lessor) and Topgolf USA El Segundo LLC, a Delaware limited liability company (“Topgolf El Segundo”) entered into that certain Ground Sublease Agreement dated February 8, 2021 (as amended by that certain First Amendment to Ground Sublease Agreement dated February 15, 2022, the “Sublease”);

WHEREAS, Topgolf El Segundo and Spirit Realty, L.P., a Delaware limited partnership (“Spirit Realty, L.P.”) intend to enter into that certain Agreement of Sale and Purchase (as amended, the “Purchase and Sale Agreement”), for the assignment by Topgolf El Segundo of its leasehold interest in the Sublease to Spirit Realty, L.P. (the “Assignment”);

WHEREAS, following such Assignment, Topgolf El Segundo and Spirit Realty, L.P. intend to enter into a sub-sublease agreement whereby Spirit Realty, L.P. shall be sub-sublandlord and Topgolf El Segundo shall operate the Premises as sub-subtenant (the “Sub-Sublease”); and

WHEREAS, Lessor and Lessee desire to execute this Second Amendment in order to permit the contemplated Assignment and operation of the Premises by Topgolf El Segundo under the Sub-Sublease and amend such other terms of the Lease relating to the Assignment as described herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Defined Terms. All capitalized terms not defined in this Second Amendment shall have the meanings assigned to such terms in the Lease.

2. Lease Term. The first sentence of Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“2.1 The “**Basic Term**” of this Lease shall begin and the Lessee’s leasehold interest shall become effective on February 17, 2021 (the “**Premises Turnover Date**”) and shall end on [_____, 2043] (the “**Initial Term End Date**”).”

3. Option Periods. The following language is hereby added to the end of Section 2.2 of the Lease:

“Notwithstanding the foregoing, the first Option Period shall commence on the day following the Initial Term End Date and will end on the twenty fifth (25th) anniversary of the Premises Turnover Date.”

4. Direct Lease. The third sentence of the third grammatical paragraph of Section 18.1.5 of the Lease is deleted and restated in its entirety as follows:

“Lessor also agrees that in the event that either Lessee terminates this Lease or Lessor terminates this Lease as a result of any Event of Default by Lessee, Lessor shall deliver written notice to each of (i) Topgolf and (ii) Spirit Realty, L.P., or, in the case of a Permitted Topgolf Transfer or an approved sublease in accordance with Section 18.1 of the Lease, the then current subtenant under the Sublease (the “Subtenant”) of such termination and shall first provide Subtenant with thirty (30) days in which to determine whether to enter into a lease of the Premises (the “Subtenant Election Period”) on the identical rental and other terms and conditions as this Lease (a “Direct Lease”), provided, that in the event Subtenant elects not to enter into a Direct Lease, Lessor shall then provide Topgolf with thirty (30) days from the earlier of the date on which Subtenant delivers notice electing not to enter into a Direct Lease and the expiration of the Subtenant Election Period (the “Topgolf Election Period”) in which to determine whether to enter into a Direct Lease (and Lessor shall afford Subtenant or Topgolf, as applicable, the opportunity to enter into such Direct Lease during the Subtenant Election Period or the Topgolf Election Period, respectively) which shall take effect immediately upon termination of this Lease; provided that (i) in connection with its execution and delivery of such lease, Topgolf, TopGolf Guarantor or Subtenant pays Lessor any unpaid Rent owing by Lessee to Lessor under this Lease (as determined without regard to any acceleration of or addition to any such Rents pursuant to Section 20.2.4 hereof) and cures any existing defaults that are capable of being cured by a person or entity other than the Lessee, and (ii) in the event that Lessee disputes any such termination of this Lease, and Lessor and/or Lessee bring legal action to determine its rights hereunder, Topgolf, Subtenant and Operator shall have the right to continue to occupy the Premises during the pendency of such legal action (provided they continue to pay Rent and other sums to Lessor as they become due hereunder, as determined without regard to any acceleration or addition to Rents pursuant to Section 20.2.4 hereof) and Lessor shall first provide Subtenant and second provide Topgolf the right to enter into a Direct Lease as described above, during the sixty (60) day period after a court of competent jurisdiction determines that this Lease has terminated or Lessee agrees or otherwise concedes that this Lease has terminated.”

5. Permitted Topgolf Transfer. In addition to and without amending the existing categories of “Permitted Topgolf Transfer” described in the second grammatical paragraph of Section 18.1.5 of the Lease, a “Permitted Topgolf Transfer” shall also include the assignment of the Sublease by the then current Subtenant to any entity that will sub-sublease the Premises to either Topgolf El Segundo, an Affiliate of TGH, or any entity that is approved by Lessor under Section 18 of the Lease to be an Operator of the Premises. Notwithstanding the foregoing, it shall be a condition precedent to the effectiveness of a Permitted Topgolf Transfer under this section that each of the following requirements are met: (1) either (x) the proposed assignee of the Sublease (the “Proposed Sublease Assignee”) enter into a new or replacement sub-sublease agreement, such as the Sub-Sublease Agreement by and between Topgolf El Segundo and Spirit Realty, L.P., with the operator of the Premises to be executed simultaneously with the Permitted Topgolf Transfer or, (y) the sub-sublease agreement then in effect, if any, continues to remain in effect on and following the date the Permitted Topgolf Transfer becomes effective (each and collectively, the “Operating Sub-Sublease Requirement”), (2) the Proposed Sublease Assignee provides Lessor with financial statements prepared in accordance with generally accepted accounting principles (the “Financial Diligence”) and other evidence reasonably requested by Lessor evidencing the Proposed Sublease Assignee’s satisfaction of the applicable requirements described in Section 18.1.4 (i) or (ii) of the Lease (each and collectively, the “Transfer Requirements”), (3) Lessor provides its affirmative written acknowledgment, which shall not be unreasonably delayed, conditioned, or withheld, that such Transfer Requirements and Operating Sub-Sublease Requirement are satisfied (“City Acknowledgment”), (4) TGH shall execute and deliver to Lessor an acknowledgment and restatement of that certain Guarantee

Agreement by TGH dated February 6, 2021 (as amended or restated) (“Guaranty Restatement”) in a form reasonably acceptable to TGH and Lessor, and (5) the Proposed Sublease Assignee shall execute and deliver to Lessor an Acknowledgment of Lease in such form reasonably acceptable to Lessor, whereby the Proposed Sublease Assignee, Lessee, and then current Subtenant acknowledge and agree that the documents used to effectuate the Permitted Topgolf Transfer under this section do not alter the terms or conditions of the Lease. Within sixty (60) days of receipt of the Financial Diligence and a copy of the sub-sublease agreement, Lessor shall either provide the Proposed Assignee with (I) the City Acknowledgment or (II) written notice indicating that the Proposed Sublease Assignee has not satisfied the Transfer Requirements or Operating Sub-Sublease Requirement to Lessor’s reasonable satisfaction along with a detailed explanation of why such Proposed Sublease Assignee does not meet the Transfer Requirements or Operating Sub-Sublease Requirement (a “City Objection”); provided further, that if Lessor provides a City Objection, the Proposed Sublease Assignee shall have the opportunity, for a period of twenty (20) days following receipt of the City Objection, to provide additional information as it deems appropriate and as reasonably requested by Lessor to Lessor and Lessor shall, within twenty (20) days of receipt of any such additional information, or as soon as reasonably possible, provide a new written notice to the Proposed Sublease Assignee regarding the satisfaction by such Proposed Sublease Assignee of the applicable Transfer Requirements and Operating Sub-Sublease Requirement. In the event of a Permitted Topgolf Transfer pursuant to this section, on or prior to the date the assignment of the Sublease in connection with the Permitted Topgolf Transfer (the “Sublease Assignment”) becomes effective, Subtenant shall provide (or shall cause the assignor or Proposed Sublease Assignee to provide) Lessor with (1) a copy of the Sublease Assignment, along with written confirmation of the Sublease Assignment which shall set forth, (i) the effective date of the Sublease Assignment, and (ii) the contact and notice information for the Proposed Sublease Assignee, and (2) the Guaranty Restatement executed by TGH, to be effective concurrently with the Sublease Assignment, each of which shall be delivered via email to Mark Hensley, City Attorney, at mhensley@hensleylawgroup.com with a copy to Darrell George, City Manager, at dgeorge@elsegundo.org and via regular mail to City of El Segundo, 350 Main Street, El Segundo, CA 90245, Attention: City Attorney.

6. Effectiveness of Amendment. The parties acknowledge and agree that the effectiveness of this Second Amendment is contingent on the occurrence of the assignment by Topgolf El Segundo of the Sublease to Spirit Realty, L.P. (the “Spirit Sublease Assignment”) on or prior to January 31, 2024. If the Spirit Sublease Assignment does not occur on or prior to January 31, 2024, this Second Amendment shall, as of January 31, 2024 and notwithstanding previous execution of this Second Amendment by Lessor and Lessee, become null and void as if this Second Amendment had not been entered into by Lessor and Lessee. Upon the occurrence of the Spirit Sublease Assignment, Topgolf El Segundo shall, as soon as reasonably possible, provide email notice to the Lessor at the email addresses described in Section 5 above confirming that the Sublease Assignment has occurred.

7. No Other Modifications. Except as the Lease shall be modified and amended hereby, all other terms of the Lease shall remain unchanged and shall remain in full force and effect as written and Lessor and Lessee hereby ratify and affirm the Lease and all terms, conditions and obligations in the Lease, as amended hereby.

8. Transfers, Successors and Assigns. This Second Amendment shall inure to the benefit of and burden of Lessor, Lessee, and their respective transfers, successors and assigns.

9. Governing Law. This Second Amendment shall be construed and interpreted under the laws of the state of California (without giving effect to its conflict of laws principles).

10. Counterparts. This Second Amendment shall become effective only upon the execution and delivery by both Lessor and Lessee as evidenced by each party’s respective signatures on the signature

page below. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Signatures provided by telecopy or electronic means (such as a PDF) shall have the same binding effect as original signatures.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the day and year first above written.

LESSOR:

THE CITY OF EL SEGUNDO,
a general law City and municipal corporation

By: _____

Name:

Title:

Attest:

Tracy Weaver, City Clerk

Approved as Form:

Mark D. Hensley, City Attorney

LESSEE:

ES CENTERCAL, LLC,
a Delaware limited liability company

By: _____

Name: John Nahas

Title: President, Southern California

By: _____

Name: Sean Dennison

Title: SVP and General Counsel



City Council Agenda Statement

Meeting Date: December 5, 2023

Agenda Heading: Staff Presentations

Item Number: D.19

TITLE:

Update and Memorandum of Understanding Regarding the Proposed Greenway Project to be Located Along the Western Side of Aviation Boulevard Where a Railroad Line Currently Exists

RECOMMENDATION:

1. Receive update presentation from the El Segundo Economic Development Corporation ("ESEDC") regarding a proposed Regional Aviation Boulevard Bikeway/Greenway Project, and associated funding options.
2. Approve a Memorandum of Understanding ("MOU") between the City and ESEDC regarding City staff providing limited assistance in working with ESEDC and the City potentially applying for grant funds, including from Los Angeles County Metropolitan Transportation Authority ("Metro").
3. Alternately, discuss and take other action related to this item.

FISCAL IMPACT:

To date, no funding has been secured for the project.

BACKGROUND:

At the January 18, 2022, Council Meeting, the ESEDC made a presentation about exploring a Bikeway/Greenway project. The proposed Regional Aviation Boulevard Bikeway/Greenway Project involves converting the existing railroad right-of-way area on the west side of Aviation Boulevard between Imperial Highway and El Segundo Boulevard into a combined bikeway and green corridor, including a bike path, walking path, trees, extensive landscaping, and other open space amenities. Please refer to Attachment A for a Vicinity Map.

DISCUSSION:

Greenway MOU
December 5, 2023
Page 2 of 2

As envisioned, this project would serve as a multi-modal connection to the Metro Green Line Aviation Train Station to provide safe connectivity for both private sector employees and residents. The bikeway will serve as the critically needed "first" or "last" mile connecting Los Angeles International Airport to the South Bay bike path system. This project will involve conceptual and planning phases as there are multiple properties, right of way access, and design issues that must be considered. The estimated cost is over \$10,000,000.

While funding has not been secured to date, ESEDC anticipates that funding will come from a variety of sources, including Los Angeles County Metropolitan Transportation Authority, federal government, state government, Los Angeles County, City of El Segundo, private businesses, and other sources. Funding for recurring maintenance will need to be determined as well and the Council has previously expressed that outside funding should also be secured for this purpose.

The MOU provides that ESEDC will be spearheading the project and doing the majority of the work for the project. Any grants funds accepted by the City for the project must be approved by the City Council.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective 2A: El Segundo is a safe and prepared community.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Joaquin Vazquez, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

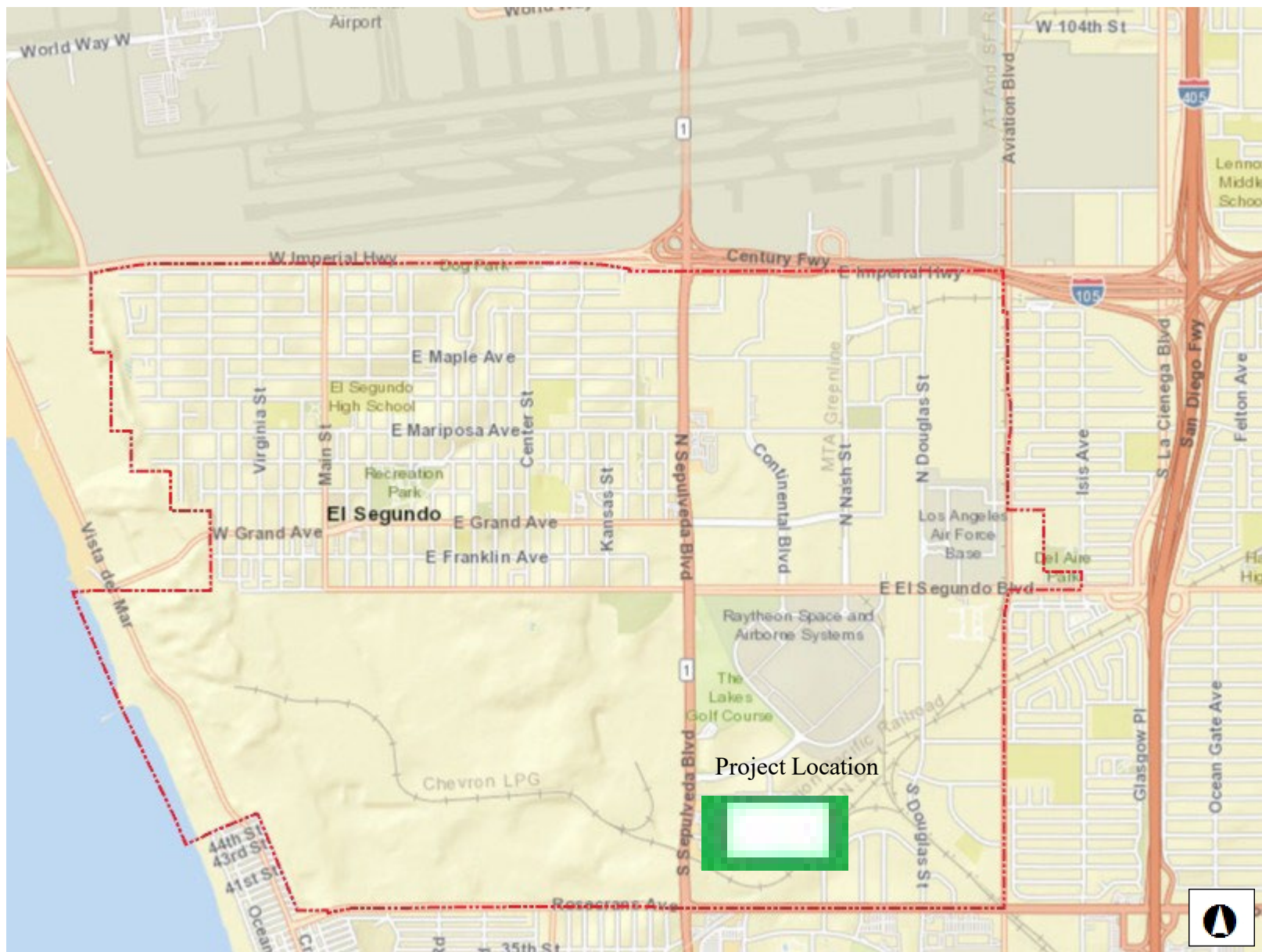
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Greenbelt Greenway Staff Report - Vicinity Map
2. MOU between City and ESEDC for Greenway Project City(11-27-23) final clean



Vicinity Map



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF EL SEGUNDO AND EL SEGUNDO ECONOMIC
DEVELOPMENT CORPORATION REGARDING GREENWAY PROJECT**

This Memorandum of Understanding ("MOU") is entered into by and between the City of El Segundo ("City") and El Segundo Economic Development Corporation ("ESEDC"). The City and ESEDC are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. The City and ESEDC desire to enhance amenities in the City, especially bike paths, walking trails, and green spaces.

B. The City and ESEDC have identified an existing railroad right-of-way area on the west side of Aviation Boulevard between Imperial Highway and El Segundo Boulevard (the "Project Area"), as more specifically depicted in Exhibit "A", as an area in the City that could be converted into a combined bikeway and green corridor, including a bike path, walking path, trees, extensive landscaping, and other open space amenities (the "Project").

C. The Project Area is owned by the Los Angeles County Metropolitan Transportation Authority ("Metro"), but is currently leased to BNSF Railway Company ("BNSF") for use as a train storage area.

D. The Project would benefit the community by serving as a multi-modal connection to the Metro Green Line Aviation Train Station to provide safe connectivity for private sector employees, Wiseburn Unified School District and Da Vinci Charter School students, local businesses, and residents. Moreover, the Project would also serve as the critically needed "first/last mile connection" between the Metro Green Line Aviation Train Station and the South Bay bike path system.

E. Metro has identified safe and accessible "first/last mile connections" as critical to its mission to make it easier to travel in Los Angeles, including for riders who walk, bike or roll to and from their nearest station or bus stop. Accordingly, Metro actively aims to fund "first/last mile connection" projects through various funding programs, including, but not limited to, its Metro Active Transport and First/Last Mile (MAT) Program (the "Metro Funding"), and supports the conversion of Project Area.

F. Given that there are multiple properties, right of way access, and design issues involved in the Project, the Project will require significant funding for development, but the Project is currently unfunded.

G. ESEDC and the City have identified Metro Funding as a potential source of funding for the Project.

H. The City and ESEDC are now interested in entering into this MOU in order to establish the roles and responsibilities of each Party with respect to the Parties' collaboration in regards to the Project.

NOW, THEREFORE, IT IS AGREED:

1. ESEDC's Obligations. ESEDC shall be primarily responsible for all of the following:

- a. Identifying potential funding sources for the Project, including, but not limited to, Metro Funding;
- b. Leading the drafting process for funding applications, including, but not limited to, the contemplated application(s) for Metro Funding;
- c. Identifying and bringing on any consultants for the Project, as may be funded by ESEDC funding or via grants or other sources that the City or ESEDC may identify;
- d. Leading the development of the specific concept, design and ongoing maintenance plan for the Project;
- e. Leading pre-development work for the Project, including, but not limited to, track relocation; and,
- f. Leading the communications and negotiations with BNSF.

2. City's Obligations.

- a. Both Parties agree and understand that the City's involvement with the Project is limited and nothing herein shall require the City to devote significant resources or staff time to the Project.
- b. The City may decide to cooperate with ESEDC in the submission of funding or grant applications for the Project, including, but not limited to, the contemplated application(s) for Metro Funding for which the City understands that the City may be required to serve as the formal applicant for such funding or grant application(s), and the Parties understand that any funding or grants will not include any housing-related elements or requirements.
- c. Any such funding or grant application would need to be authorized and approved in a separate action for which the City Council hereby delegates approval authority to the City Manager for any funding or grant application for which the City is the required applicant.

- d. Any acceptance of funding or grants for the Project would require separate approval by the City Council. It is understood the City may or may not approve of such in its sole and absolute discretion.

3. Mutual Obligations. In addition to the specific obligations of each Party set forth in Sections 1 and 2 above, both Parties shall be responsible for all of the following:

- a. Keeping the other Party reasonably informed of all efforts regarding the Project, including by providing regular updates to each Party's Designated Contact for the Project of any significant developments with respect to the Project.
- b. Giving the other Party the opportunity to join in all external meetings relating to the Project, including, but not limited to Project-related meetings with Metro, BNSF, property owners, funding sources and agencies, regulators, and other interested parties, except that meetings between each Party and that Party's own consultants or advisors shall not be considered external meetings
- c. Conducting check-in meetings between each Party's Designated Contact on a quarterly basis, to be coordinated by the ESEDC Designated Contact.

5. Designated Contacts. The Designated Contacts for each Party are as follows:

ESEDC

Mike Racine

City

City Manager,
or its designee

6. Term; Termination. This MOU shall be effective as of _____, 2023, and shall continue in effect until terminated by either party. Either party hereto may terminate this MOU without cause at any time, upon at least thirty (30) days written notice, effective at the end of the notice period. Any such termination shall be without penalty or any other payment.

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

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

El Segundo Economic Development Corporation
Attn: President
2041 Rosecrans Ave., Suite 200
El Segundo, CA 90245

With a copy to:

Mike Racine
4060 Ince Boulevard
Culver City, CA 90232

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

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

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

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

IN WITNESS WHEREOF, the parties have approved the execution of this MOU by their duly authorized representatives, this ____ day of _____, 2023.

CITY OF EL SEGUNDO

Mayor, City of El Segundo
Dated: _____, 2023

EL SEGUNDO ECONOMIC DEVELOPMENT CORPORATION

President, El Segundo Economic Development Corporation
Dated: _____, 2023

EXHIBIT "A"
Project Area

