



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 4, 2025

5:00 PM CLOSED SESSION
6:00 PM OPEN SESSION

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

Chris Pimentel, Mayor
Ryan W. Baldino, Mayor Pro Tem
Drew Boyles, Council Member
Lance Giroux, Council Member
Michelle Keldorf, Council Member

Susan Truax, City Clerk

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Paul Chung, Chief Financial Officer
George Avery, 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.

5:00 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 CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -1-MATTER(S)

1. Employee Organizations: Management Confidential (Unrepresented Employee Group)
Representative: City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

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

INVOCATION – Pastor Rob McKenna, The Bridge

PLEDGE OF ALLEGIANCE –Council Member Lance Giroux

SPECIAL PRESENTATIONS

1. Black History Month Proclamation

PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – 5 MINUTE LIMIT PER PERSON, 30 MINUTE LIMIT TOTAL) *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.*

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

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

2. City Council Meeting Minutes

Recommendation -

1. Approve regular City Council City meeting minutes of January 21, 2025.
2. Alternatively, discuss and take other action related to this item.

3. Warrant Demand Register for January 6, 2025 through January 19, 2025

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 number 13C and 14A: warrant numbers 3053873 through 3054046, and 9003291 through 9003295.
3. Alternatively, discuss and take other action related to this item.

4. Updated Recreation Scholarship Program Application Process

Recommendation -

1. Approve proposed Recreation Program Scholarship Program.
2. Alternatively, discuss and take other action related to this item.

5. Continue Emergency Action for the Permanent Repair of the City of El Segundo Wiseburn Aquatics Center Pool Heaters

Recommendation -

1. Receive and file staff's report regarding the status of the permanent repairs to El Segundo Wiseburn Aquatics Center pool heaters.
2. Adopt a motion by four-fifths vote to determine the need to continue the emergency action approved under Resolution No. 5519.
3. Alternatively, discuss and take other action related to this item.

6. Second Reading of an Ordinance Amending El Segundo Municipal Code Chapters 1-7 and 1-7C to Update Public Contracting Bidding Thresholds per Assembly Bill 2192 and Incorporate Federal Procurement Requirements

Recommendation -

1. Waive the second reading and adopt an ordinance amending El Segundo Municipal Code Chapters 1-7 and 1-7C to update public contracting bidding thresholds per Assembly Bill 2192, incorporate federal procurement requirements, and find such actions are exempt from the California Environmental Quality Act, under Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Alternatively, discuss and take other action related to this item.

7. Second Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-3 to Update the City Logo and Associated Use Regulations and Penalties for Violations

Recommendation -

1. Waive the second reading and adopt an ordinance amending El Segundo Municipal Code Chapter 1-3 to update the City logo and associated use regulations and penalties for violations and find such action exempt from the California Environmental Quality Act, under Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

8. First Reading of a Zone Text Amendment Regarding Right-of-Way Dedications and Fees, Accessory Dwelling Unit Standards and Fees, and Certain Public Notification Requirements and Find the Ordinance Exempt from the California Environmental Quality Act Pursuant to Guidelines § 15061(b)(3)

Recommendation -

1. Conduct a public hearing.
2. Introduce and waive the first reading of the proposed ordinance amending the El Segundo Municipal Code and find that the ordinance is exempt from the requirements of the California Environmental Quality Act pursuant to Guidelines § 15061(b)(3).
3. Schedule the ordinance's second reading for the February 18, 2025 City Council meeting or as soon thereafter may be heard.

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

D. STAFF PRESENTATIONS

9. DEI Annual Workplan

Recommendation -

1. Review and approve the proposed DEI Workplan.
2. Approve proposed DEI Committee bylaw changes related to establishing a quorum.
3. Discuss and possibly approve amending the DEI Committee bylaws related to changing meeting frequency from monthly to quarterly.
4. Discuss and possibly approve amending the DEI Committee bylaws to continue or conclude the one-year pilot program to have two ESUSD representatives on the DEI Committee.
5. Alternatively, take other action related to this item.

10. Landscape Maintenance Request for Proposals

Recommendation -

1. Authorize the Parks, Recreation, and Library Department Director to release a Request for Proposals for landscape maintenance services for all City of El Segundo parks.
2. Alternatively, discuss and take other action related to this item.

11. Smoky Hollow Parking Project Alternatives

Recommendation -

1. Authorize staff to proceed with Alternative 1, which is signing and striping the parking spaces, striping the corner curb extensions, and installing plastic bollards.
2. Direct staff to return to City Council to consider other alternatives if the SBCCOG/Metro grant is not awarded.
3. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

F. REPORTS - CITY CLERK

G. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER KELDORF

COUNCIL MEMBER GIROUX

COUNCIL MEMBER BOYLES

MAYOR PRO TEM BALDINO

MAYOR PIMENTEL

12. Seek Council direction as to whether to place an item on an upcoming agenda regarding exploring whether the City of El Segundo should become a Charter City.

13. Seek Council direction as to whether to place an item on an upcoming agenda regarding whether to take action to rescind Measure C (Sales Tax Measure).

H. REPORTS - CITY ATTORNEY

I. 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: January 31, 2025

TIME: 12:00 PM

BY: Susan Truax, City Clerk

Proclamation

City of El Segundo, California



WHEREAS, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen so as to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States; and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality of minority groups, and the continuing struggle against racial discrimination and unconscious bias.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim the month of February 2025 "**BLACK HISTORY MONTH**" and urge all citizens to join together in making this period of rededication to the principles of justice and equality for all people.

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 21, 2025

CLOSED SESSION – CANCELED

OPEN SESSION – Mayor Pimentel called to order at 6:02 PM

ROLL CALL

Mayor Pimentel	-	Present
Mayor Pro Tem Baldino	-	Present
Council Member Boyles	-	Present
Council Member Giroux	-	Present
Council Member Keldorf	-	Present

INVOCATION – Pastor Javier Buelna, RTLA Church

PLEDGE OF ALLEGIANCE – Council Member Boyles

SPECIAL PRESENTATIONS: NONE

PUBLIC COMMUNICATIONS – (Related to City Business Only – 4-minute limit per person, 30-minute limit total)

Tesse Rasmussen, resident, suggested formation of Citywide Olympic Committee
Eric Bahor, resident, requested installation of stop sign at Loma Vista and Acacia

CITY MANAGER FOLLOW-UP COMMENTS:

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

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino to read all ordinances and resolutions on the agenda by title only. MOTION PASSED. 5/0

B. CONSENT:

1. Approve special and regular City Council meeting minutes of December 17, 2024. (Fiscal Impact: None)
2. Approve Warrant Demand Register numbers 12A, 12B and 13B: warrant numbers 3053522 through 3053872, and 9003274 through 9003290. *There is no register 13a, as there was no check run on December 26, 2024.*
(Fiscal Impact: The warrants presented were drawn in payment of demands included within the FY 2024-2025 Adopted Budget. The total of \$10,251,987.57 (\$4,449,918.35 in check warrants and \$5,802,069.22 in wire warrants) are for demands drawn on the FY 2024-2025 Budget.)
3. Adopt Resolution No. 5525 approving and adopting the City of El Segundo Cellular Phone Policy and the City of El Segundo Technology Use Policy.

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(Fiscal Impact: None)

4. Receive and file staff's report regarding the status of the permanent repairs to El Segundo Wiseburn Aquatics Center pool heaters and Adopt a motion by four-fifths vote to determine the need to continue the emergency action approved under Resolution No. 5519.
(Fiscal Impact: The estimated total cost for the permanent repair of the Aquatics Center Pool Heaters is \$700,000 (\$613,724 repair + \$86,276 contingency). The project costs were not included in the adopted FY 2024-25 CIP Budget and requires a budget appropriation from General Fund Reserves to the Capital Improvement Fund. Wiseburn Unified School District (WUSD) agreed to reimburse the City half of the construction cost after the competition of the work, up to \$300,000.)
5. Adopt Resolution No. 5526 approving plans and specifications for Main Street Banner Poles Replacement Project No. PW 25-01 to avail the City of the immunities set forth in Government Code § 830.6. Authorize staff to advertise the project for construction bidding.
(Fiscal Impact: \$100,000 budgeted)
6. Adopt Resolution No. 5527 approving engineering plans and specifications for the Sandhill Basin Improvements Project No. SW 23-01 to avail the City of the immunities set forth in Government Code § 830.6. and Authorize staff to advertise the project for construction.
(Fiscal Impact: \$400,000 budgeted)
7. Approve request to waive City Municipal Code Section 10-1-4(C) to allow alcohol at Library Park for the El Segundo Kiwanis Club Chili Cookoff event on Saturday, March 29, 2025.
(Fiscal Impact: None)
8. PULLED BY MAYOR PRO TEM BALDINO
9. Adopt proposed Resolution No. 5528 appointing Chief Financial Officer Paul Chung as the City's primary representative to the Independent Cities Risk Management Authority Governing Board and appointing Councilmember Michelle Keldorf and Human Resources Director Rebecca Redyk as alternate representatives.
(Fiscal Impact: None)

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino, approving Consent items 1,2, 3, 4, 5, 6, 7, and 9. MOTION PASSED. 5/0

PULLED ITEM

8. Authorize the City Manager to sign the automatic aid and exchange of services Agreement No. 7181 between El Segundo Fire Department and City of Los

Angeles Fire Department.
(Fiscal Impact: None)

Mayor Pro Tem Baldino pulled the item to clarify the scope of the agreement between El Segundo Fire Department and City of Los Angeles Fire Department.

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Giroux to authorize the City Manager to sign the agreement. MOTION PASSED 5/0.

C. PUBLIC HEARING:

10. Conduct a public hearing. Take testimony and other evidence as presented. Adopt proposed Resolution No. 5529 to approve the City's FY 2024-25 Community Development Block Grant funds in the amount of \$61,378, plus \$33,231 in carry-over Community Development Block Grant funds for a total of \$94,609 to implement a new FY 2024-25 Community Development Block Grant project entitled, "Installation of Americans with Disabilities Act Compliant Curb Ramps" and add the City's future FY 2025-26 Community Development Block Grant allocation estimated at \$60,000 to this project, when available after July 1, 2025. Authorize the City Manager, or his designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority.
(Fiscal Impact: \$94,609.00)

City Clerk Truax stated that proper notice had been given in a timely manner and that no written communication had been received.

Community Development Director Michael Allen reported on the item.

Public Input: None

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino to close the Public Hearing item 10. MOTION PASSED. 5/0

Council discussion

Assistant City Attorney Joaquin Vazquez read by title only:

RESOLUTION NO. 5529

RESOLUTION APPROVING THE USE OF FY 2024-2025 COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR THE INSTALLATION OF
AMERICANS WITH DISABILITIES ACT COMPLIANT CURB RAMPS

MOTION by Council Member Keldorf, SECONDED by Council Member Boyles, approving Public Hearing item 10. MOTION PASSED. 5/0

D. STAFF PRESENTATIONS:

- 11. Approve the revised Public Works Inspector classification specification and accompanying exam plan. Approve the revised Engineering Technician classification specification and accompanying exam plan. Adopt proposed Resolution No. 5530 modifying the basic salary range for the Public Works Inspector and Engineering Technician.
(Fiscal Impact: None)

Rebecca Redyk reported on the item.

Council discussion

RESOLUTION NO. 5530

A RESOLUTION ESTABLISHING BASIC SALARY RANGE FOR FULL TIME JOB CLASSIFICATIONS.

MOTION by Mayor Pro Tem Baldino, SECONDED by Mayor Pimentel to approve the revised Public Works Inspector classification. MOTON PASSED. 5/0

MOTION by Council Member Boyles, SECONDED by Council Member Giroux to approve the revised Engineering Technician classification. MOTON PASSED. 5/0

MOTION by Council Member Boyles, SECONDED by Council Member Keldorf to adopt Resolution No. 5530 modifying the basic salary range for Public Works Inspector and Engineering Technician. MOTON PASSED. 5/0

- 12. Approve the City of El Segundo Brand Guidelines. Introduce and waive first reading of an ordinance amending El Segundo Municipal Code Chapter 1-3 to update the City logo and associated use regulations and penalties for violations. Schedule a second reading of the ordinance for the February 4, 2025, regular City Council meeting or as soon thereafter it may be considered.
(Fiscal Impact: None)

Deputy City Manager Barbara Voss and Communications Consultant Kristen Bergevin presented the item.

Council discussion

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino to approve City of El Segundo Brand Guidelines. MOTION PASSED 4/1. Yes: Pimentel, Baldino, Giroux and Keldorf. No: Boyles.

MOTION by Council Member Boyles, to introduce item and waive the first reading. MOTON PASSED. 5/0

13. Read by title only and introduce the proposed ordinance amending El Segundo Municipal Code Title 1 7C (Public Works Contracts) to increase staff and management's procurement and signature authority to \$75,000, and to adjust procurement thresholds consistent with California Assembly Bill 2192 and amend to incorporate state requirements for public contracting and find that such actions are exempt from the California Environmental Quality Act, pursuant to Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378. Direct staff to schedule a second reading of the ordinance for the regular February 4, 2025, City Council meeting or as soon thereafter it may be considered.
(Fiscal Impact: None)

City Attorney Joaquin Vazquez presented the item.

Council discussion

Assistant City Attorney Joaquin Vazquez read by title only:

ORDINANCE NO. 1667
ORDINANCE AMENDING ESMC CHAPTER 1-7C TO AMEND THE CITY'S
PURCHASING CODE TO RECOGNIZE FEDERAL REQUIREMENTS FOR
METHODS OF PROCUREMENT AND UPDATE PUBLIC PROJECT BIDDING
REQUIREMENTS AND COST THRESHOLDS UNDER THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT.

MOTION by Council Member Boyles to introduce and waive first reading. MOTON PASSED 5/0

The Mayor moved Item 19 to this time.

19. Approve the Investment Policy Statement for the Pension Stabilization Trust Account.
(Fiscal Impact: None)

Paul Chung, Chief Financial Officer reported on the item. Former Elected City Treasurer Matt Robinson and Investment Consultant Mark Schuster provided additional information.

Council discussion

MOTION by Council Member Boyles, SECONDED by Mayor Pimentel to Approve the Investment Policy. MOTON DEFEATED. 3/2 Yes: Boyles and Pimentel No: Baldino, Giroux and Keldorf

14. Receive and file Legislative Update presentation from the City Attorney's Office.

Assistant City Attorney Joaquin Vazquez presented the item.

Council consensus to receive and file the report.

15. Approve the 2025 Legislative Platform

Assistant City Manager Barbara Voss reported on the item.

Council discussion

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Keldorf to Approve the 2025 Legislative Platform as modified. MOTON PASSED. 5/0

The Mayor called a five minute recess at 7:49 PM. Meeting reconvened at 7:56 PM.

16. Authorize the acceptance of \$322,500 in subrecipient grant funds from the FY 2024-25 Emergency Operations Center Grant Program. Authorize the City Manager to execute any agreement or associated documents to effectuate receipt of the grant.
(Fiscal Impact: \$322,500)

City Manager Darrell George reported on the item.

Council discussion

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino to authorize acceptance of grant and authorize City Manager to execute the agreement. MOTON PASSED. 5/0

17. Waive competitive bidding and authorize the purchase of one Pierce ladder truck for the El Segundo Fire Department in an amount not to exceed \$2,092,702 (\$1,993,049 purchase price + \$99,653 5% contingency) through a cooperative purchase, pursuant to El Segundo Municipal Code § 1-7-9(C). Authorize the City Manager or designee, in consultation with the City Attorney, to execute any associated agreements or documentation to effectuate the purchase.
(Fiscal Impact: \$1,993,048.62)

Fire Chief George Avery presented on the item. Finance Director Paul Chung, Battalion Chief Evan Siefke and Fleet Superintendent Ron Griffin provided additional information.

Council discussion

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Baldino to waive competitive bidding and authorize the purchase of one ladder truck using purchase Option 1. MOTION PASSED 4/1 Yes: Pimentel, Baldino, Giroux and Keldorf No: Boyles

MOTION by Council Member Giroux, SECONDED by Council Member Keldorf to authorize City Manager to execute associated agreements for the purchase. MOTON PASSED. 5/0

18. Receive and file the Cultural Development Program report. Provide direction on potential modifications to the Cultural Development Program.
(Fiscal Impact: None)

Recreation, Parks, and Library Director Aly Mancini presented on the item. Arts and

Culture Committee Chairman John Pickhaver requested to address the Council.

Council consensus to receive and file the report and to provide direction to the Cultural Development Program, including the ability to split funds between projects, cap the fee at \$ 1,000,000, and update timing of in lieu fee payments. First reading will take place at February 4 Council Meeting.

20. Confirm proposed Resolution No. 5531 concerning rules and regulations in City Manager Order No. 1 to address Los Angeles County fire-related emergencies. (Fiscal Impact: None)

Assistant City Attorney Joaquin Vazquez presented on the item.

Council discussion

Assistant City Attorney Joaquin Vazquez read the resolution by title.

RESOLUTION NO. 5531

A RESOLUTION CONFIRMING THE CITY MANAGER'S
JANUARY 14, 2025 ADMINISTRATIVE ORDER NO. 1 TO
ADDRESS LOS ANGELES COUNTY FIRE-RELATED
EMERGENCIES.

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Giroux to confirm Resolution No. 5531 MOTION PASSED. 5/0

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

21. Announce appointments to the Arts and Culture Advisory Committee and Diversity, Equity, and Inclusion Committee.

Mayor Pimentel announced the appointees and thanked them for their service.

Arts and Culture Advisory Committee: Stuart Carroll, Elizabeth Kennedy, Jason Haffley, Michele Leach, and Nicole LoSasso.

Diversity, Equity and Inclusion Committee: Emily Atmore, Alison Mitrovich and Christibelle Villena.

Council discussion

- F. REPORTS – CITY CLERK – Thanked City staff for their warm welcome.
- G. REPORTS – CITY TREASURER – No report
- H. REPORTS – COUNCIL MEMBERS –

Council Member Keldorf– Expressed her gratitude to ESFD and ESPD for assisting with fire-fighting in the Palisades and with safety patrols in Altadena. She expressed interest in exploring the formation of a citywide Olympic subcommittee.

Council Member Giroux – No report

Council Member Boyles - No report

Mayor Pro Tem Baldino – No report

Mayor Pimentel – Reported on meeting 30 Defense Innovators from Ukraine at an event hosted by DTI. Toured the Intuit Dome and provided an update on the venue’s transportation plans. Said there was no quorum at the GOG transportation meeting. Reported on the \$36 million judgment against the LA County Sanitation Department. Discussed the sale for implementation for the operation of the South Bay Fibre. He participated in a civics project at ESHS about the economics of inequity.

22. Councilmember Assignments to Various Intergovernmental Agencies, Local Agencies and Subcommittees

Mayor Pimentel announced the assignments during his member report.

Council discussion

I. REPORTS – City Attorney – No report

J. REPORTS/FOLLOW-UP – City Manager – Reported that he participated in a Zoom meeting with Hyperion and Source Technologies about eliminating odors at the plant. There were 64 odor complaints to AQMD in the past month, possibly related to a power outage. There are no viable plant manager candidates, so Hyperion will refile the position. He will participate in a webinar tomorrow with COG regarding allocation of Measure A funds to the South Bay.

MEMORIAL – None

Adjourned at 9:14 PM

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Consent

Item Number: B.3

TITLE:

Warrant Demand Register for January 6, 2025 through January 19, 2025

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 number 13C and 14A: warrant numbers 3053873 through 3054046, and 9003291 through 9003295.
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 2024-2025 Adopted Budget. The total of \$6,312,372.08 (\$1,901,151.92 in check warrants and \$4,411,220.16 in wire warrants) are for demands drawn on the FY 2024-2025 Budget.

BACKGROUND:

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

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

Warrant Demand Register

February 4, 2025

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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

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

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 13c - summary
2. Register 14a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

DATE OF APPROVAL: AS OF 1/21/25

REGISTER # 13c

3053873 - 3053936		
9003291 - 9003292		
001	GENERAL FUND	224,514.77
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	0.12
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	64.26
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	97.54
127	MEASURE "M"	-
128	SS-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	30,345.23
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	7,642.86
502	WASTEWATER FUND	12,632.96
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	11.38
603	WORKERS COMP. RESERVE/INSURANCE	22.39
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	400.89
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	275,732.40

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:

NOTES: Replacement Check 3053937

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.

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

[Handwritten Signature]
1/22/25

[Handwritten Signature]
1-22-25

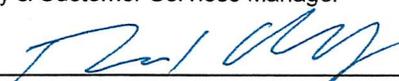
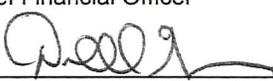
**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 01/06/25 THROUGH 01/12/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/6/2025	IRS	266,369.16	Federal 941 Deposit
1/6/2025	Employment Development	5,414.81	State SDI payment
1/6/2025	Employment Development	57,524.66	State PIT Withholding
1/6/2025	Unum	124.50	Long Term Care Premium - January, 2025
1/6/2025	Mission Square	62,318.35	457 payment Vantagepoint
1/6/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
1/6/2025	Mission Square	3,048.85	401(a) payment Vantagepoint
1/6/2025	Mission Square	605.52	IRA payment Vantagepoint
1/8/2025	ExpertPay	2,936.21	EFT Child support payment
1/9/2025	Cal Pers	14,367.48	Replacement Benefit Contributions
1/9/2025	Cal Pers	1,333.56	Replacement Benefit Contributions
1/9/2025	Cal Pers	200.00	Admin Fee - Late Payroll Reporting
1/9/2025	Cal Pers	200.00	Admin Fee - Late Payroll Reporting
1/10/2025	West Basin	2,087,839.12	H2O payment
1/10/2025	Cal Pers	780,246.80	EFT Health Insurance Payment
12/30/24-01/05/25	Workers Comp Activity	15,552.92	Corvel checks issued/(voided)
12/30/24-01/05/25	Liability Trust - Claims	7,500.00	Claim checks issued/(voided)
12/30/24-01/05/25	Retiree Health Insurance	15,757.54	Health Reimbursement checks issued
		<u>3,322,462.68</u>	

**DATE OF RATIFICATION: 01/10/25
 TOTAL PAYMENTS BY WIRE:**

3,322,462.68

Certified as to the accuracy of the wire transfers by:

	<u>1/10/25</u>
Treasury & Customer Services Manager	Date
	<u>1/13/25</u>
Chief Financial Officer	Date
	<u>1-14-25</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 1/21/25
REGISTER # 13c

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	188.75
1201	City Treasurer	32.41
1300	City Clerk	2,349.56
2101	City Manager	158.60
2102	Communications	103.82
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	
2402	Planning	116.45
2405	Human and Health Services	292.00
2500	Administrative Services	41,942.79
2601	Government Buildings	42,297.20
2900	Nondepartmental	2,749.11
6100	Library	8,971.30
		99,201.99
PUBLIC SAFETY		
3100	Police	4,769.01
3200	Fire	5,558.37
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	1,305.91
		11,633.29
PUBLIC WORKS		
4101	Engineering	443.66
4200	Streets	7,437.73
4300	Wastewater	959.61
4601	Equipment Maintenance	1,482.16
4801	Administration	64.26
		10,387.42
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	91,228.83
5400	CAMPS	
		91,228.83
EXPENDITURES		
CAPITAL IMPROVEMENT		31,595.23
ALL OTHER ACCOUNTS		31,685.64
TOTAL WARRANTS		275,732.40

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3053939 - 3054046
9003293 - 9003295

DATE OF APPROVAL: AS OF 2/4/25

REGISTER # 14a

001	GENERAL FUND	462,046.56
003	EXPENDABLE TRUST FUND - OTHER	500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	12,236.49
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	3,594.16
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
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	6.32
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,392.72
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	1,042,773.15
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	39,843.68
502	WASTEWATER FUND	38,779.15
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	16,162.07
602	LIABILITY INSURANCE	6,924.10
603	WORKERS COMP. RESERVE/INSURANCE	266.64
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	460.94
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	433.54
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	1,625,419.52

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:

NOTES: Replacement Check 3053938

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.

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

Rui V. [Signature]
1/21/25

[Signature]
1-21-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 01/13/25 THROUGH 01/19/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/13/2025	Cal Pers (Holiday Pay)	75,061.23	EFT Retirement Safety Police Classic - 1st Tier 28
1/13/2025	Cal Pers (Holiday Pay)	5,258.05	EFT Retirement Misc - PEPRA New 26013
1/13/2025	Cal Pers (Holiday Pay)	72,781.13	EFT Retirement Safety Fire- Classic 30168
1/13/2025	Cal Pers (Holiday Pay)	54,308.70	EFT Retirement Safety-Police-PEPRA New 25021
1/13/2025	Cal Pers (Holiday Pay)	3,708.28	EFT Retirement Misc - Classic 27
1/13/2025	Cal Pers (Holiday Pay)	26,921.39	EFT Retirement Safety-Fire-PEPRA New 25020
1/13/2025	Cal Pers (Holiday Pay)	19,566.75	EFT Retirement Sfty Police Classic-2nd Tier 30169
1/17/2025	Cal Pers	44,244.55	EFT Retirement Safety Police Classic - 1st Tier 28
1/17/2025	Cal Pers	72,285.66	EFT Retirement Misc - PEPRA New 26013
1/17/2025	Cal Pers	48,272.46	EFT Retirement Safety Fire- Classic 30168
1/17/2025	Cal Pers	38,095.70	EFT Retirement Safety-Police-PEPRA New 25021
1/17/2025	Cal Pers	32,547.63	EFT Retirement Misc - Classic 27
1/17/2025	Cal Pers	25,563.50	EFT Retirement Safety-Fire-PEPRA New 25020
1/17/2025	Cal Pers	16,682.58	EFT Retirement Sfty Police Classic-2nd Tier 30169
1/17/2025	IRS	301,189.92	Federal 941 Deposit
1/17/2025	Employment Development	5,154.94	State SDI payment
1/17/2025	Employment Development	72,238.51	State PIT Withholding
1/17/2025	Mission Square	62,954.31	457 payment Vantagepoint
1/17/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
1/17/2025	Mission Square	3,048.85	401(a) payment Vantagepoint
1/17/2025	Mission Square	548.90	IRA payment Vantagepoint
01/06/25-01/12/25	Workers Comp Activity	13,547.59	Corvel checks issued/(voided)
01/06/25-01/12/25	Liability Trust - Claims	93,653.65	Claim checks issued/(voided)
01/06/25-01/12/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>1,088,757.48</u>	

DATE OF RATIFICATION: 01/17/25

TOTAL PAYMENTS BY WIRE:

1,088,757.48

Certified as to the accuracy of the wire transfers by:


 Treasury & Customer Services Manager 1/17/25
 Date


 Chief Financial Officer 1/21/25
 Date


 City Manager 1-21-25
 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 2/4/25
REGISTER # 14a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	6,670.37
1300	City Clerk	6,128.78
2101	City Manager	3,238.13
2102	Communications	98.10
2103	El Segundo Media	1,188.58
2201	City Attorney	
2401	Economic Development	
2402	Planning	1,180.00
2405	Human and Health Services	680.00
2500	Administrative Services	59,541.43
2601	Government Buildings	41,639.26
2900	Nondepartmental	31,481.03
6100	Library	7,405.77
		159,251.45
PUBLIC SAFETY		
3100	Police	18,323.67
3200	Fire	3,922.16
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	424.99
		22,670.82
PUBLIC WORKS		
4101	Engineering	71,338.25
4200	Streets	35,319.24
4300	Wastewater	509.02
4601	Equipment Maintenance	3,583.45
4801	Administration	
		110,749.96
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	21,706.06
5400	CAMPS	531.68
		22,237.74
EXPENDITURES		
	CAPITAL IMPROVEMENT	1,042,773.15
	ALL OTHER ACCOUNTS	267,736.40
	TOTAL WARRANTS	1,625,419.52



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Consent

Item Number: B.4

TITLE:

Updated Recreation Scholarship Program Application Process

RECOMMENDATION:

1. Approve proposed Recreation Program Scholarship Program.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$6,000

Additional Appropriation: None

Account Number(s): 001-300-5201-3881 (Rec Classes & Camps)

BACKGROUND:

On December 19, 2018, Recreation staff presented the Recreation and Parks Commission with the El Segundo Recreation and Parks Program Scholarship. The scholarship program was established to offer financial assistance for residents to participate in programs offered by the Recreation, Parks, and Library Department. El Segundo individuals or families facing financial challenges can apply to receive discounted registration fees based on financial need. The application process includes a scholarship application, proof of residency, and submission of income tax returns or income information to be reviewed by the Recreation Manager or designee.

Eligibility is determined according to the annual Los Angeles County Income Limits that have been established by the Department of Housing and Community Development; those falling in the categories of Low Income, Very Low Income, or Extremely Low Income are currently eligible. HUD Very Low-Income limits are based on 50% of the

Request to Approve Updated Recreation Scholarship Program

February 4, 2025

Page 2 of 3

median family income estimated from Los Angeles-Long Beach- Glendale, CA. The current median family income in the Los Angeles-Long Beach- Glendale area is \$98,200. Income limits for family sizes are calculated by applying percentage adjustments to the final 4-person very low-income limit.

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area	\$98,200	Very Low (50%) Income Limits (\$) Click for More Detail	48,550	55,450	62,400	69,350	74,900	80,450	86,000	91,550
		Extremely Low Income Limits (\$)* Click for More Detail	29,150	33,300	37,450	41,600	44,950	48,300	51,600	54,950
		Low (80%) Income Limits (\$) Click for More Detail	77,700	88,800	99,900	110,950	119,850	128,750	137,600	146,500

NOTE: Los Angeles County is part of the Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area, so all information presented here applies to all of the Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area.

The Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area contains the following areas: Los Angeles County, CA;

Currently, the Department has two application periods during the year (September and April) during which individuals or families apply and prove eligibility to receive discounted registration fees based on financial need. Qualified applicants are notified by the Department and a "flag" is placed on their account that applies a special discounted rate upon checkout. El Segundo residents from all age groups can apply. Once an applicant is deemed qualified and funds are available, the applicant received \$200 per household per year in credit and is allowed to register for recreation programs at 50% of the specified program rate.

On October 16, 2024 and November 20, 2024 the Recreation and Parks Commission made recommendations to the Recreation division for updates to the current program. Program areas reviewed by the commission were application period, scholarship amount, processes, and applicant eligibility.

DISCUSSION:

The Recreation, Parks, and Library Department is recommending accepting applications quarterly, prior to each registration period. Awards would be given in January, March, May, and August. The application process would include a scholarship application, proof of residency and submittal of income tax returns or proof of income to be reviewed by the Recreation Manager or designee. Eligibility would be determined

Request to Approve Updated Recreation Scholarship Program

February 4, 2025

Page 3 of 3

according to the annual Los Angeles County Income Limits that have been established by the Department of Housing and Community Development; those falling in the categories of Low Income, Very Low Income, or Extremely Low Income would be eligible. Scholarships would only be available if funds are available. Qualified applicants would be notified by the Department and would submit all requested classes to the designee for registration. El Segundo residents from all age groups can apply. Once an applicant is deemed qualified and funds are available, the applicant would be allowed to register for staff led recreation programs at 50% of the specified program rate and contract led programs at 70% of the specified program rate. Applicant awards will be limited to \$200 per individual with a maximum of \$600 per calendar year. Once funds have been exhausted, applicant will be notified of the next application period that they are eligible.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

PREPARED BY:

Linnea Palmer, Recreation Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Recreation Program Scholarship Application



Recreation, Parks, & Library Department Recreation Program Scholarship Application

Dear Resident,

The City of El Segundo Recreation, Parks, and Library Department makes every effort to provide the very best customer service to our residents. The Recreation Program Scholarship Program provides funding for programs and services offered by the Recreation, Parks, and Library Department to families and individuals in need. Scholarships of up to **\$200** per resident, with a maximum of \$600 per household per year, are offered to residents who meet eligibility criteria. The Recreation Manager will review each application submitted and makes award decisions based on the information provided in this application.

Due to limited funding, some applications may be denied. However, all applicants are strongly encouraged to apply again during the next award period. Applications do not roll-over and applicants must re-apply at every new award period. Awarded funds also do not roll over. Unused scholarship funds will be returned to the scholarship fund for the next award period. Application and award periods are listed below:

- | | |
|--|-----------------------|
| a. Period 1 - Application submittals: August- December | Award: January |
| b. Period 2 - Application submittals: January- February | Award: March |
| c. Period 3 - Application submittals: March- April | Award: May |
| d. Period 4 - Application submittals: May- July | Award: August |

Applications will be available at the Joslyn Senior Center Outreach Office Desk and online at elsegundorecparks.org. Applications must be submitted to the Joslyn Senior Center Outreach Office, mailed applications will not be accepted.

Return all applications in a sealed envelope to:

Joslyn Senior Center
Attn: Linnea Palmer, Recreation Manager
339 Sheldon Street
El Segundo, CA 90245
310-524-2705

For any additional scholarship questions, please contact Recreation Manager Linnea Palmer at 310-524-2882 or lpalmer@elsegundo.org

Applicant Information					
First Name:		Last Name:		Date	
Home Address:					
City:		State:		Zip:	
Email:				Phone number:	
Minor Name(s): If applying for child(ren)					
What will scholarship be used for?					
Have you or members of your family participated in City of El Segundo Recreation programs before? If so, please list.					
***** For office only - Date submitted					

Funding Criteria

Applicant must fall within these income brackets related to the number of people in your household:

Number of People in Household	1	2	3	4	5	6	7	8
Income Guidelines	\$77,700 or less	\$88,800 or less	\$99,900 or less	\$110,950 or less	\$119,850 or less	\$128,750 or less	\$137,600 or less	\$146,500 or less

Documents that must be attached to this application:

- 1. Two Proofs of Residency**
- 2. Copy of most recent Income Tax Return or two most recent paystubs**



Program Scholarship decisions cannot be made without the required residency and income or tax information.



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Consent

Item Number: B.5

TITLE:

Continue Emergency Action for the Permanent Repair of the City of El Segundo
Wisburn Aquatics Center Pool Heaters

RECOMMENDATION:

1. Receive and file staff's report regarding the status of the permanent repairs to El Segundo Wisburn Aquatics Center pool heaters.
2. Adopt a motion by four-fifths vote to determine the need to continue the emergency action approved under Resolution No. 5519.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

As described on the November 5, 2024 Council agenda when the City Council adopted Resolution No. 5519:

The estimated total cost for the permanent repair of the Aquatics Center Pool Heaters is \$700,000 (\$613,724 repair + \$86,276 contingency). The project costs were not included in the adopted FY 2024-25 CIP Budget and requires a budget appropriation from General Fund Reserves to the Capital Improvement Fund. Wisburn Unified School District (WUSD) agreed to reimburse the City half of the construction cost after the competition of the work, up to \$300,000.

The budget request is as follows:

Amount Budgeted in FY 2024-25: \$0

Additional Appropriation: \$700,000

Expense Account Number: 301-400-8202-8463 (General Fund CIP - Aquatics Center Pool Heaters)

Establish Transfer Out Budget: \$700,000

Transfer Out Account Number: 001-400-0000-9301 (Transfer out from General Fund to CIP Fund)

Permanent Repair of the City of El Segundo Wiseburn Aquatics Center Pool Heaters

February 4, 2025

Page 2 of 3

Establish Transfer In Budget: \$700,000

Transfer In Account Number: 301-300-0000-9001 (Transfer in to CIP Fund from General Fund)

Set Revenue budget: \$300,000 Revenue Account Number: 001-300-XXXX-XXXX (WUSD Pool Heater Contribution)*

* Revenue account will be generated after funds are received from WUSD

BACKGROUND:

On November 5, 2024, the City Council adopted a by four-fifths vote, declaring the existence of an emergency and authorizing the award of a contract without competitive bidding pursuant to Public Contract Code §§ 1102, 20168, and 22050 regarding the needed permanent repair work for the heaters at the Aquatic Center.

The City Council also authorized the City Manager to approve and execute a standard Public Works Construction Contract with Knorr Systems International to repair existing heaters at the El Segundo Wiseburn Aquatics Center for an amount of \$613,724 and authorize an additional \$86,276 as contingency funds for potential unforeseen conditions, for a total budget amount of \$700,000.

DISCUSSION:

The emergency repairs are expected to take place in July and August 2025. State law requires the Council to revisit the emergency at the next regular meeting and subsequent regular meetings until the required action is terminated. Staff respectfully recommend approval of the recommended actions as noted.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

Strategy C: Maintain an innovative General Plan to ensure responsible growth while preserving El Segundo's quality of life and small-town character.

Goal 2: Optimize Community Safety and Preparedness

PREPARED BY:

Cheryl Ebert, City Engineer

REVIEWED BY:

Permanent Repair of the City of El Segundo Wiseburn Aquatics Center Pool Heaters

February 4, 2025

Page 3 of 3

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Consent

Item Number: B.6

TITLE:

Second Reading of an Ordinance Amending El Segundo Municipal Code Chapters 1-7 and 1-7C to Update Public Contracting Bidding Thresholds per Assembly Bill 2192 and Incorporate Federal Procurement Requirements

RECOMMENDATION:

1. Waive the second reading and adopt an ordinance amending El Segundo Municipal Code Chapters 1-7 and 1-7C to update public contracting bidding thresholds per Assembly Bill 2192, incorporate federal procurement requirements, and find such actions are exempt from the California Environmental Quality Act, under Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On January 21, 2025 under agenda item D.13, the City Council considered an ordinance to amend El Segundo Municipal Code ("ESMC") Title 1 (Administration and Personnel) Chapters 7(Purchasing), 7A (Execution of Contracts), and 7C (Public Works Contracts) to increase staff and management's procurement and signature authority and adjust procurement thresholds consistent with California Assembly Bill 2192 and find that such actions are exempt from the California Environmental Quality Act, pursuant to Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.

The City Council did not seek to increase purchasing thresholds and signature authority for procurement not associated with public works (construction) projects. Accordingly, the City Council approved the proposed ordinance with only the modifications to ESCM Chapters 1-7 and 1-7C to update public contracting bidding thresholds per Assembly

Second Reading of an Ordinance Amending El Segundo Municipal Code Chapters 1-7 and 1-7C to Update Public Contracting Bidding Thresholds per Assembly Bill 2192 and Incorporate Federal Procurement Requirements

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Bill 2192, incorporate federal procurement requirements, and find that such actions are exempt from the California Environmental Quality Act, pursuant to Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.

Accordingly, for public works projects, the updated procurement regulations would be as follows:

- Public projects of \$75,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- Public projects of \$220,000 or less may be let to contract by informal procedures.
- If all bids received are in excess of \$220,000, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at \$235,000 or less, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.
- Public projects of more than \$220,000 shall be let to contract by formal bidding procedures.
- The City Manager may solicit bids, award contracts, and execute contracts for public projects up to \$75,000; contracts for public projects costing more than \$75,000 must be awarded by the City Council.

DISCUSSION:

State law requires two readings of an ordinance: one to introduce and a second to adopt the ordinance. (Gov. Code, § 36934.) Staff recommends that the City Council waive second reading, including by title, and adopt the proposed ordinance. The ordinance would become effective 30 days after adoption. (Gov. Code, § 36937.)

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a quality workforce through teamwork and organizational efficiencies.
Goal 5: Champion economic development and fiscal sustainability.

Goal 5: Champion economic development and fiscal sustainability.

PREPARED BY:

Joaquin Vazquez, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Barbara Voss, Deputy City Manager

**Second Reading of an Ordinance Amending El Segundo Municipal Code Chapters
1-7 and 1-7C to Update Public Contracting Bidding Thresholds per Assembly Bill
2192 and Incorporate Federal Procurement Requirements
February 4, 2025
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ATTACHED SUPPORTING DOCUMENTS:

1. ES - Ordinance UPCCA 02042025

ORDINANCE NO. _____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE CHAPTERS 1-7, 1-7A AND 1-7C TO AMEND THE CITY'S PURCHASING CODE TO INCORPORATE FEDERAL REQUIREMENTS FOR METHODS OF PROCUREMENT AND UPDATE PUBLIC PROJECT BIDDING REQUIREMENTS AND COST THRESHOLDS UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

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

SECTION 1. The City Council finds and determines as follows:

- A. City procurement requirements for public works projects are set forth in El Segundo Municipal Code ("ESMC") Title 1 (Administration and Personnel) Chapter 7C (Public Works Contracts).
- B. Specifically, ESMC Chapter 1-7B implements the Uniform Public Construction Cost Accounting Act.
- C. The California Legislature enacted the Uniform Public Construction Cost Accounting Act (UPCCA) in 1983 to help promote "uniformity of the cost accounting standards and bidding procedures on *construction work* performed or contracted by public entities in the state" (Pub. Contract Code §22001.)
- D. The UPCCA is a voluntary program available to all public entities in the state, but it applies only to those public agencies that have "opted in" to the provisions set forth by the Act using the processes outlined in the legislation. El Segundo first opted into the UPCCA in 2006.
- E. The California Legislature periodically increases monetary thresholds for the UPCCA's varied procurement procedures (i.e., no bidding, informal bidding, and formal bidding) to facilitate construction and development, and the City seeks to adopt the recent increased thresholds to account for increases in inflation.
- F. On January 1, 2025, Assembly Bill 2192 (Carrillo) became law; the bill increased the alternative bidding requirement thresholds for public projects subject to the UPCCA, for example, the threshold for public projects that may be performed by employees of the public agency by force account, by negotiated contract, or by purchase order has been increased from \$60,000 to \$75,000.
- G. The City Council desires to amend the City's Code to update and establish the thresholds for bidding requirements and procedures relating to public projects under the Uniform Public Construction Cost Accounting Act as they have been revised by the passage of Assembly Bill 2192.

- H. The City Council also seeks to amend ESMC Title 1 (Administration and Personnel) Chapters 7(Purchasing) to incorporate federal procurement thresholds for micro-purchases and small purchases, as recommended as part of a major federal award program audit (2 CFR § 200.320).

SECTION 2. Section 1-7-6 of Chapter 7 (Purchasing) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7-6: PURCHASING SUMMARY:

The purchase of supplies or services are subject to the following requirements, unless such purchase is otherwise exempt pursuant to section 1-7-9 of this code:

Amount of purchase 1 2	Bidding process required?	Purchase order required?	Contract required?	Approval Authority
\$5,000 or Less	None required. May be purchased on open market /direct negotiated contract	No	Yes, if procurement of services; otherwise, no	City Manager, Department Director or Department Manager
Above \$5,000 to \$10,000	None required. May be purchased on open market / direct negotiated contract	Yes	Yes	City Manager or Department Director
Above \$10,000 to \$25,000	Informal bidding	Yes	Yes	City Manager or Department Director
Above \$25,000 to \$50,000	Informal bidding	Yes	Yes	City Manager

Amount of purchase 1 2	Bidding process required?	Purchase order required?	Contract required?	Approval Authority
Above \$50,000	Formal bidding	Yes	Yes	City Council
<p>¹ For purchases of supplies, the dollar amounts listed above apply to the purchase of a single item or bulk purchase of an item. For the procurement of services, the dollar amounts listed above apply to the amount paid per contract, per fiscal year.</p> <p>² If procuring property or services under a federal award, only micro-purchases as defined by 2 CFR § 200.1 may be awarded without soliciting competitive quotations if the City considers the price to be reasonable. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers (2 CFR § 200.320.)</p>				

SECTION 3. Section 1-7C-1 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-1: PURPOSE:

This chapter is adopted pursuant to the City's police powers and California Public Contract Code section 22034, and any succeeding or related statutes, for the purpose of implementing the alternative bid procedures set forth in the Uniform Public Construction Cost Accounting Act.

SECTION 4. Section 1-7C-3 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-3: DEFINITIONS:

Unless the contrary is stated or clearly appears from the context, the definitions in Public Contract Code section 22002 and set forth below will govern the construction of the words and phrases used in this chapter:

CITY MANAGER: The City Manager or designee.

FACILITY: Any plant, building, structure, ground facility, utility system (subject to the limitations found in subsection (2) of the definition of "public project" below), real property, streets and highways, or other public work improvement.

MAINTENANCE WORK: Includes all of the following:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

PUBLIC PROJECT: Means any of the following:

- (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, and repair work involving any publicly owned, leased, or operated facility.
- (2) In the case of a publicly owned electric utility system, a “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Note: “Public project” does not include maintenance work.

SECTION 5. Section 1-7C-4 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-4: SOLICITING BIDS AND AWARDING CONTRACTS:

- A. Public projects of \$75,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- B. Public projects of \$220,000 or less may be let to contract by informal procedures.
 - a. If all bids received are in excess of \$220,000, the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at \$235,000 or less, to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.
- C. Public projects of more than \$220,000 shall be let to contract by formal bidding procedures.

The City Manager may solicit bids, award contracts, and execute contracts for public projects up to \$75,000. Contracts for public projects costing more than \$75,000 must be awarded by the City Council.

SECTION 6. Section 1-7C-7 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-7: BID SECURITY:

- A. Bid security is required for all bids on public projects when the City Manager estimates that the price will exceed \$25,000. Bid security may be a bond issued by a licensed and duly qualified corporate surety, or the equivalent in cash, money order, cashier's check, certified check, unconditional letter of credit, or other form approved by the City Attorney. Nothing in this section prevents the City from requiring bid security on public projects of \$25,000 or less when the City Manager believes such security is needed to protect the City's interests.
- B. Bid security must equal at least 10% of the bid amount.
- C. If the notice inviting bids requires a bid security, noncompliance or defective, inadequate, or incomplete security will render the bid nonresponsive.
- D. Bid security will be forfeited or paid to the City should the bidder fail to execute a contract within the time specified in the notice inviting bids.

SECTION 7. Section 1-7C-9 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-9: AWARD:

- A. The contract may be awarded to the lowest responsible bidder if the City Manager or City Council considers the bid to be reasonable, sufficient funds are appropriated for the public project, and the bid is within the limits specified by Public Contract Code section 22032(b) or, if applicable, Public Contract Code section 22020.
- B. Nothing in this section restricts the city from taking any action set forth in Public Contract Code section 22038.

SECTION 8. Section 1-7C-12 of Chapter 7C (Public Works Contracts) of Title 1 (Administration and Personnel) of the ESMC is amended in its entirety to read as follows:

1-7C-12: EMERGENCY:

In cases of emergency when repair or replacements are necessary, the city council may proceed at once to replace or repair any public facility without

adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two.

If notice for bids to let contracts will not be given in case of an emergency, the city shall comply with the emergency contracting procedures set forth in Public Contract Code Section 22050.

SECTION 9. *Environmental Assessment.* The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) 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. In the alternative, the City Council finds that the Ordinance falls within the “common sense” exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply updates procurement procedures and requirements.

SECTION 10. *Validity of Previous Code Sections.* If the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11. *Enforceability.* Repeal or amendment of any previous Code Sections 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 12. *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 provision or application and, to this end, the provisions of this Ordinance are severable.

SECTION 13. The City Clerk, or her duly appointed deputy, 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 14. *Effective Date.* This Ordinance will become effective 30 days following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

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

I, Susan Truax, 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 _____, 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Consent

Item Number: B.7

TITLE:

Second Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-3 to Update the City Logo and Associated Use Regulations and Penalties for Violations

RECOMMENDATION:

1. Waive the second reading and adopt an ordinance amending El Segundo Municipal Code Chapter 1-3 to update the City logo and associated use regulations and penalties for violations and find such action exempt from the California Environmental Quality Act, under Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On January 21, 2025 under agenda item D.12, the City Council approved the El Segundo Brand Guidelines which recommended adoption of a new logo to replace the City's centennial logo. Concurrently, the City Council approved a first reading of an ordinance amending El Segundo Municipal Code Chapter 1-3 to update the City logo and associated use regulations and penalties for violations. The City Council directed that the ordinance return for a second reading at its regular February 4, 2025 meeting.

DISCUSSION:

The proposed ordinance would accomplish the following:

- Update the City's official logo and authorize the City Manager or designee to create and utilize variations of the updated logo;
- Revise the parameters for the use of the City's logo and seal to official City business, unless the City Manager or designee approves such use based upon a

Second Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-3 to Update the City Logo and Associated Use Regulations and Penalties for Violations

February 4, 2025

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mandatory written plan outlining the nature and scope of the proposed third-party use;

- Establish misdemeanor criminal liability for unauthorized use or reproduction of the City's logo or seal; and
- Find such action exempt from the California Environmental Quality Act, under Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.

State law requires two readings of an ordinance: one to introduce and a second to adopt the ordinance. (Gov. Code, § 36934.) Staff recommends that the City Council waive second reading, including by title, and adopt the proposed ordinance. The ordinance would become effective 30 days after adoption. (Gov. Code, § 36937.)

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

PREPARED BY:

Joaquin Vazquez, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Public Hearings

Item Number: C.8

TITLE:

First Reading of a Zone Text Amendment Regarding Right-of-Way Dedications and Fees, Accessory Dwelling Unit Standards and Fees, and Certain Public Notification Requirements and Find the Ordinance Exempt from the California Environmental Quality Act Pursuant to Guidelines § 15061(b)(3)

RECOMMENDATION:

1. Conduct a public hearing.
2. Introduce and waive the first reading of the proposed ordinance amending the El Segundo Municipal Code and find that the ordinance is exempt from the requirements of the California Environmental Quality Act pursuant to Guidelines § 15061(b)(3).
3. Schedule the ordinance's second reading for the February 18, 2025 City Council meeting or as soon thereafter may be heard.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

In September 2024, the State of California enacted new laws affecting public right-of-way dedications and fees for residential developments, development standards and fees for accessory dwelling units (ADU), and public notification requirements for certain ordinances. The proposed ordinance (See Attachment No. 1) is intended to update specific sections of the ESMC to ensure its consistency with State Law. The new laws addressed in the proposed ordinance are the following:

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- AB 2533 (Accessory dwelling units: junior accessory dwelling units; unpermitted)
- SB 1211 (Land use: accessory dwelling units: ministerial approval)
- AB 2904 (Zoning ordinance: notice)
- AB 3177 (Mitigation Fee Act: land dedications: mitigating traffic impacts)
- SB 937 (Development projects: fees and charges)

On January 9, 2025, the Planning Commission conducted a public hearing on the proposed ordinance and adopted Resolution No. 2960 recommending City Council adopt the proposed ordinance. Because these proposed amendments are driven by state legislation, the Planning Commission did not recommend any revisions to the draft ordinance attached.

DISCUSSION:

Below describes the major El Segundo Municipal Code (ESMC) changes proposed pursuant to the recently enacted state laws.

ESMC Article 15-4E (Accessory Dwelling Units)

To ensure compliance with AB 2533 and SB 1211, the proposed ordinance amends the City's ADU regulations as follows:

- Remove the requirement that a property owner must occupy one of the units on a property with an ADU. State law previously allowed cities to require property owner occupancy only until January 1, 2025.
- Extend the protection against correcting zoning violations to unpermitted ADUs built prior to January 1, 2020, unless the unpermitted building is deemed substandard pursuant to Health and Safety Code regulations. Previously this protection applied only to permitted structures that were nonconforming with current zoning code standards.
- Increase the number of detached ADUs permitted on a lot with an *existing* multifamily dwelling to eight, but not to exceed the number of existing dwelling units.
- Limit the number of detached ADUs permitted on a lot with a *proposed* multifamily dwelling to two. The current maximum limit on the number of detached ADUs is two in conjunction with either an existing or a proposed

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multifamily dwelling structure.

- Define 'Livable Space' as "a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation."
- Exempt certain previously unpermitted accessory dwelling units built before January 1, 2020, from paying development impact fees and connection/capacity charges, with exceptions as specified in California Government Code Section 66332.
- Establish specific limited circumstances when an ADU may be sold separately from the primary dwelling.
- Eliminate the requirement to record a restrictive covenant on the ADU property.
- Clarify that no parking is required for ADUs.
- Establish specific variations of attached and detached ADUs that must be processed ministerially and be subject only to limited development standards as specified in Government Code Section 66323.

ESMC Article 15-4F (Junior Accessory Dwelling Units)

In compliance with AB 2533 and SB 1211, the proposed ordinance extends the protection against correcting zoning conditions to unpermitted JADUs built before January 1, 2020, unless the unpermitted building is deemed substandard pursuant to Health and Safety Code regulations. Previously this protection applied only to permitted structures that were nonconforming with current zoning standards.

ESMC Chapter 15-28 (Public Hearings)

To ensure compliance with AB 2904, the proposed ordinance requires a public hearing notice to be given at least 20 days before the hearing for all ordinances that affect permitted uses of real property. Currently, the ESMC requires notice to be given 10 days before all public hearings.

ESMC Chapter 15-31 (Right-of-way Dedications and Improvements)

To ensure compliance with AB 3177, the proposed ordinance amends the above chapter to:

- Require right-of-way dedications for all developments that require approval of a Site Plan Review application as described in ESMC Chapter 15-25 (Site Plan Review). Currently, dedications are triggered when developments require an Environmental Assessment.

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- Define "Housing Development," "Land Dedication," "Roadway," and "Transit Priority Area," and to delete the definition of "Environmental Assessment." Currently, the definition of Environmental Assessment refers to City Council Resolution 3805 (CEQA Guidelines), which was rescinded a few years ago.
- Make a distinction between residential and nonresidential developments in requiring public right-of-way dedications and require right-of-way dedications for housing developments only under the limited circumstances described below:
 1. If the housing development is not located in a transit priority area *and* it has a linear street frontage of 500 feet or more,
 2. If the City makes a finding, specific to the housing development project and supported by substantial evidence, that the land dedication requirement is necessary to preserve the health, safety, and welfare of the public, including pedestrians, cyclists, and children, or
 3. If the dedication is required to construct public improvements, including, but not limited to, sidewalk and sewer improvements, but not to widen the actual roadway.

ESMC Chapter 15-32 (Development Impact Fees)

To ensure compliance with SB 937, the proposed ordinance amends the above chapter to establish specific timing for the collection of Development Impact Fees and distinguish between residential and nonresidential developments. Specifically, the amendment establishes the following timing:

- Fees for nonresidential development would be collected before or at the time the City issues a grading or building permit for a development.
- Fees for residential development would be collected before the City approves a final inspection or issues a certificate of occupancy (including a temporary certificate) for each dwelling unit in a development.
- Irrespective of the type of development, utility service connection fees would be collected at the time an applicant seeks to connect to the City's utility system.

Currently, ESMC Chapter 15-32 does not prescribe specific timing for the collection of development impact fees, but the current practice is to collect the fees before or at the time the City issues a grading or building permit for any development.

The proposed ordinance is exempt from the requirements of the California

Environmental Assessment No. EA 1378
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Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), because it consists only of minor revisions to existing zoning regulations and related procedures and does not have the potential for causing a significant effect on the environment.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy D: Implement community planning, land use, and enforcement policies that encourage growth while preserving El Segundo's quality of life and small-town character.

PREPARED BY:

Paul Samaras, AICP, Principal Planner

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Ordinance
2. Planning Commission Meeting Minutes Dated January 9, 2025

DRAFT ORDINANCE NO. ____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE (“ESMC”) TITLE 15 TO COMPLY WITH STATE LAW REGARDING RESIDENTIAL DEVELOPMENT RIGHT-OF-WAY DEDICATIONS AND FEES, ACCESSORY DWELLING UNIT STANDARDS AND FEES, AND PUBLIC NOTIFICATION REQUIREMENTS FOR CERTAIN ORDINANCES, AND FINDING THE SAME TO BE EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES

(ENVIRONMENTAL ASSESSMENT NO. 1378 AND ZONE TEXT AMENDMENT NO. 24-03)

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

SECTION 1: The Council finds and declares as follows:

- A. On October 30, 2024, the City initiated the process to amend various sections of the El Segundo Municipal Code (“ESMC”) Title 15, i.e., the City’s Zoning Code. The amendments are intended to bring the Zoning Code into compliance with recently enacted State legislation regarding residential developments, accessory dwelling units, and public notification requirements for certain ordinances;
- B. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”);
- C. The Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for December 12, 2024;
- D. On December 12, 2024, the Planning Commission continued the public hearing to January 9, 2025, to allow staff time to review and address extensive written public comments received prior to the public hearing;
- E. On January 9, 2025, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the Ordinance including, without limitation, information provided to the Planning Commission by city staff; and, adopted Resolution No. 2960 recommending that the City Council approve this Ordinance;
- F. On February 4, 2025, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

- G. 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 February 4, 2025, 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 ESMC Article 15-4E (Accessory Dwelling Units) as follows:
1. Remove the requirement that a property owner must occupy one of the units on the property with an ADU;
 2. Extend the protection against correcting zoning conditions to unpermitted ADUs built prior to January 1, 2020, unless the unpermitted building is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code;
 3. Increase the number of detached accessory dwelling units permitted on a lot with an existing multifamily dwelling structure to eight, but not to exceed the number of existing dwelling units;
 4. Stipulate that when an uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit, or converted to an accessory dwelling unit, replacement parking for any lost spaces is not required;
 5. Add a definition of “Livable space;”
 6. Eliminate the requirement to record a restrictive covenant on the property;
 7. Establish specific variations of attached and detached ADUs that must be processed ministerially, and are subject only to limited development standards as specified in Government Code Section 66323; and
 8. Exempt certain previously unpermitted accessory dwelling units from paying development impact fees and connection/capacity charges, with exceptions as specified in Government Code Section 66332.
- B. Amend ESMC Article 15-4F (Junior Accessory Dwelling Units) as follows:
1. Extend the protection against correcting zoning conditions to unpermitted JADUs built prior to January 1, 2020, unless the unpermitted building is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.
- C. Amend ESMC Chapter 15-28 (Public Hearings) to require notice of a public hearing to be given at least 20 days before the hearing for all zoning ordinances.
- D. Amend El Segundo Municipal Code (“ESMC”) Chapter 15-31 (Right-of-way Dedications and Improvements) as follows:
1. Add definitions for “Housing Development,” “Land Dedication,” “Major Transit Stop,” “Roadway,” and “Transit Priority Area,” and delete the definition of “Environmental Assessment”;

2. Require dedications for any development that requires approval of a Site Plan Review application as described in ESMC Chapter 15-25 (Site Plan Review); and
 3. Require dedications for housing developments only under specified circumstances.
- E. Amend ESMC Chapter 15-32 (Development Impact Fees), Section 6 (Imposition of Fees; Automatic Adjustment) to require payment of development impact fees for residential development projects at the time a Certificate of Occupancy is issued, or a Final Inspection is approved, whichever occurs first.

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. Based on the facts set forth in Section 2, the City Council finds that the zone text amendment is exempt from further review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines § 15061(b)(3)), because it consists only of minor revisions to existing zoning regulations and related procedures and does not have the potential for causing a significant effect on the environment.

SECTION 6: El Segundo Municipal Code (“ESMC”) Chapter 15-4E (Accessory Dwelling Units) is amended as follows (deleted language is shown in ~~strikethrough~~ and newly added text is underlined):

ARTICLE E. ACCESSORY DWELLING UNITS

SECTION:

- 15-4E-1: Purpose; Findings
- 15-4E-2: General Requirements
- 15-4E-3: Development Standards
- 15-4E-4: Development Standards for Government Code Section 66323 ADUs
- 15-4E-45: Application Process; Fees
- 15-4E-~~56~~: Utility Connections

15-4E-1: PURPOSE; FINDINGS:

This article is adopted pursuant to Government Code section ~~65852.2~~66314 for the purpose of implementing the City's regulation of accessory dwelling units.

Government Code section ~~65852.2(e)~~66323(a) requires the City ministerially approve certain accessory dwelling units in certain residential or mixed use zones within the City. On the other hand, Government Code section ~~65852.2(a)(1)(A)~~66314(a), allows the designation of areas for accessory dwelling units "based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety."

The City Council finds that the conditions that were cited in Ordinance No. 1381 that existed in the City at the time (for example, increased traffic, relatively high density of housing in a small area, and intense on-street parking) continue to exist within the City. While the City Council recognizes that accessory dwelling units present a potential solution to the state's housing crisis, the Council continues to believe that accessory dwelling units increase the volume of vehicle traffic within the City, on-street parking, and noise, and can introduce pollutants into the City's storm drains.

By adopting this chapter, the City Council desires to comply with state law while reserving its right to conduct studies evaluating the adequacy of water and sewer services.

15-4E-2: GENERAL REQUIREMENTS:

- A. Locations: Accessory dwelling units are permitted by right throughout any zone where residential uses are permitted. Accessory dwelling units may be: 1) contained within the existing or proposed space of a single-family residence or attached to a single-family residence, 2) within the space of an existing accessory structure, or 3) detached from the single-family residence, subject to the requirements and development standards in this Code and State law.
- B. Conjunction With Single-Family Or Multi-Family Dwelling: An accessory dwelling unit may only be constructed in conjunction with either an existing or proposed single-family dwelling, or an existing or proposed multi-family dwelling.
- C. Certificates Of Occupancy: The City shall not issue a certificate of occupancy for an accessory dwelling unit before a certificate of occupancy is issued for the primary dwelling or dwellings.
- D. Separate Sale Prohibited: Accessory dwelling units may not be sold separately from a primary dwelling, except when the ADU or the primary dwelling was built or developed by a qualified nonprofit corporation and meets all the requirements of Government Code section 66341, including any amendments or successor statutes thereto.
- ~~E. Owner Occupancy Required: For accessory dwelling units for which a building permit is applied for after January 1, 2025, the primary or accessory dwelling unit must be the primary residence of the property owner of the lot. If none of the units on the lot are occupied by the owner as the owner's primary residence, the accessory~~

~~dwelling unit will automatically be deemed a non-habitable space which may not be used as a dwelling and may not be rented.~~

~~F. Covenant Required: Before the City issues a certificate of occupancy for an accessory dwelling unit, the property owner must record with the County Recorder a covenant running with the land stating 1) that the accessory dwelling unit may not be used in violation of this chapter, and 2) any rental of the accessory dwelling unit be for a term of thirty (30) days or longer. The covenant must be approved by the Director and approved as to form by the City Attorney.~~

E. Minimum Rental Term. Rental of the accessory dwelling unit must be for a term of 30 consecutive days or longer.

~~G.F. Release Of Covenant: In the event a covenant was previously recorded for a permitted accessory structure restricting the structure as non-habitable pursuant to subsection ~~15-4A-6H~~ 15-4B-3(H)(5) of this chapter, before the City issues a building permit for an accessory dwelling unit, the property owner must record a release of such covenant with the County Recorder, in a form approved by the Director of Community Development and the City Attorney.~~

H.G. The City may not condition its approval of the permit application by requiring the applicant correct a non-conforming zoning condition, as that term is defined in Government Code section ~~65852-2~~ 66313. This protection applies to a previously unpermitted accessory dwelling unit constructed before January 1, 2020.

15-4E-3: DEVELOPMENT STANDARDS:

Unless otherwise preempted by Title 7, Division 1, Chapter 13 (Accessory Dwelling Units) of the Government Code, accessory dwelling units must meet the development standards applicable to accessory structures in the zone in which they are situated, except as follows:

A. Height: Same as residential structures in the R-1 Zone.

B. Setbacks:

1. Attached To And/Or Within A Primary Dwelling: Same as primary dwellings in the zone in which they are situated. If the primary dwelling has a non-conforming setback, the accessory dwelling portion may maintain the same setback.
2. Detached From A Primary Dwelling: ~~If the setback required in a zone for accessory structures is other than four feet (4') from the interior side or rear lot lines,~~ The detached accessory dwelling unit must be set back no less than four feet (4') from the interior side and rear lot lines.
3. Exception: No setback shall apply to a portion of an existing structure that is converted to an accessory dwelling unit.

C. Building Area:

1. Attached to a primary dwelling and/or within the primary dwelling: Maximum of forty nine percent (49%) of the total floor area of the combined dwellings.
2. Detached: Maximum of ~~one thousand two hundred (1,200)~~ square feet.
3. The total area of the primary dwelling and the accessory dwelling unit may not exceed the maximum permitted floor area of the lot, except an existing structure is converted to an accessory dwelling unit.
4. Nothing in this chapter is meant to prohibit an accessory dwelling unit up to ~~eight hundred fifty (850)~~ square feet, or ~~one thousand (1,000)~~ square feet for a two (2) bedroom unit.

D. Density:

1. Lots with a proposed or existing single-family dwelling:
 - a. One accessory dwelling unit and one junior accessory dwelling unit per lot within a proposed or existing single-family dwelling or existing accessory structure, and/or
 - b. One accessory dwelling unit detached from the primary structure or attached to an accessory structure that may be combined with one junior accessory dwelling unit per lot.
2. Lots with a proposed or existing multifamily dwelling structure:
 - a. One accessory dwelling unit within the portions of existing multifamily dwelling structures that are not used as livable space, provided each unit complies with state building standards for dwellings, and multiple accessory dwelling units up to a maximum of 25 percent of the existing multifamily dwelling units. For purposes of this subsection, “livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation. Portions of existing multi-family dwelling structures that are not used as livable space, include, but are not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.
 - b. ~~Two detached accessory dwelling units per lot with an existing multifamily dwelling structure.~~ Not more than eight detached accessory dwelling units on a lot with an existing multifamily dwelling structure. However, the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot.
 - c. Not more than two detached accessory dwelling units on a lot with a proposed multifamily dwelling structure.

~~E. Architectural Design: Each unit, whether attached or detached, must be architecturally compatible with the primary dwelling.~~

~~F. E. Parking:~~

1. No parking spaces are required for accessory dwelling units ~~within one-half (1/2) mile walking distance of a public transit stop.~~
2. When a garage, carport, ~~or covered parking structure,~~ or dedicated uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit, or converted to an accessory dwelling unit, replacement parking for the

lost spaces ~~are~~ is not required. In addition, removal of a curb cut and/or driveway rendered nonconforming due to the construction of an accessory dwelling unit is not required.

GF. Separate Entrance: If the accessory dwelling unit is attached to or within the primary dwelling, ~~it must have~~ and has independent exterior access from the proposed or existing primary dwelling. ~~Such,~~ such independent exterior access may not be an entrance facing the front yard. An independent and separate entrance to the accessory dwelling unit must be located on the side or at the rear of the primary dwelling.

HG. Compliance: The accessory dwelling unit must comply with applicable Building, Health and Fire Codes except where explicitly exempted by Government Code section ~~65852.2~~ 66314. Fire sprinklers for accessory dwelling units are required only when they are required for the primary dwelling on the lot.

15-4E-4: DEVELOPMENT STANDARDS FOR GOVERNMENT CODE SECTION 66323 ADUS

Notwithstanding Section 15-4E-3, the following ADU types are permitted by right in residential or mixed-use zones and are subject only to the development and/or design standards listed in this section as stated in Government Code Section 66323.

A. Permitted ADU Types and Standards.

1. Single-family dwelling – Attached ADUs. One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all the following apply:
 - a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
 - b. The space has exterior access from the proposed or existing single-family dwelling.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of the Government Code Section 66333 et seq.
2. Single-family dwelling – Detached ADUs. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (1), above. These detached accessory dwelling units must meet the following standards:

- a. The total floor area must not exceed 800 square feet.
 - b. The height must not exceed the maximum permitted height in the Single-Family Residential (R-1) zone.
 - 3. Multifamily dwelling structures – Attached ADUs
 - a. Multiple accessory dwelling units within portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
 - b. Density. At least one accessory dwelling unit within an existing multifamily dwelling and up to 25 percent of the existing multifamily dwelling units.
 - 4. Multifamily dwelling – Detached ADUs
 - a. Multiple accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from the multifamily dwelling. These detached accessory dwelling units must meet the following standards:
 - i. The height must not exceed the maximum permitted height in the Single-Family Residential (R-1) zone
 - ii. The rear and side yard setbacks must be a minimum of four feet.
 - iii. On a lot with an existing multifamily dwelling, not more than eight detached accessory dwelling units. However, the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot.
 - iv. On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.
 - b. If the existing multifamily dwelling has a rear or side setback of less than four feet, the existing multifamily dwelling is not required to be modified to comply with a minimum setback as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this subparagraph (4).
- B. No additional development or design standards are required for any accessory dwelling unit that meets the requirements of subsection 15-4E-4(A).
- C. Accessory dwelling units that meet the requirements in subsection 15-4E-4(A) must also comply with the General Requirements in Section 15-4E-2.
- D. The installation of fire sprinklers is not required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

15-4E-45: APPLICATION PROCESS; FEES:

- A. Any application for a building permit to create an accessory dwelling unit on a lot with an existing single-family dwelling or multi-family dwelling units shall be ministerially approved or denied within 60 days of the City's receipt of a completed application. If a completed application is not approved or denied within 60 days, the application shall be deemed approved. However, any permit application for an accessory dwelling unit that is submitted with a permit application to create a single-family dwelling shall be considered ministerially but is not subject to the 60 day requirement to allow the City time to act on the permit application to create the new single-family dwelling, if necessary. If an application for an ADU is denied, staff shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.
- B. For an accessory dwelling unit of 750 square feet or more, the applicant must pay development impact fees imposed pursuant to Chapter ~~27A32~~ of this title, in an amount set by City Council resolution, provided that such development impact fee is proportional in relation to the square footage of the primary dwelling unit.
- C. Notwithstanding subsection B above, a previously unpermitted accessory dwelling unit constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code regarding substandard buildings.

15-4E-56: UTILITY CONNECTIONS:

- A. An accessory dwelling unit shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for utilities, unless the accessory dwelling unit is constructed simultaneously with a new single-family dwelling.
- B. The City may require a new or separate utility connection directly between the accessory dwelling unit and the utility, and may require the payment of a connection fee or capacity charge for any accessory dwelling unit, unless the accessory dwelling unit is an accessory dwelling unit or junior accessory dwelling unit within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure, in which event no new or separate utility connection may be required.

SECTION 9: ESMC Chapter 15-4F (Junior Accessory Dwelling Units), Section 2 (General requirements) is amended as follows (deleted language is shown in ~~strike through~~ and newly added text is underlined):

15-4F-2: GENERAL REQUIREMENTS:

- A. Permit Required: A permit must be obtained to create a junior accessory dwelling unit.
- B. Density: One (1) junior accessory dwelling unit per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.
- C. Owner Occupancy Required: The owner must reside in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
- D. Recordation Of A Deed Restriction Required: The applicant must record a deed restriction which includes both of the following:
 - 1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
 - 2. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.
- E. The City may not condition its approval of the permit application by requiring the applicant correct a non-conforming zoning condition, as that term is defined in Government Code section 66313. This protection applies to a previously unpermitted junior accessory dwelling unit constructed before January 1, 2020.

SECTION 10: ESMC Chapter 15-28 (Public Hearings), Section 6 (Notice Requirements) is amended as follows (deleted language is shown in ~~striketrough~~ and newly added text is underlined):

15-28-6: NOTICE REQUIREMENTS:

Applications requiring a public hearing shall contain specific information and be distributed in the manner prescribed below.

- A. Notification Process: Notice shall be provided in all of the following ways:
 - 1. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to:
 - a. The owner of the subject real property as shown on the latest equalized assessment roll;
 - b. The owner's duly authorized agent, if any;
 - c. The project applicant;
 - d. Each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected;

e. All owners of real property as shown on the latest equalized assessment roll within 300 feet and all occupants within 150 feet of the real property that is the subject of the hearing, unless the application is for director discretionary decisions, in which case only the owners and occupants of real property as shown on the latest equalized assessment roll within 150 feet of the real property that is the subject of the director decision shall be notified;

f. Any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code, when a public hearing is required for a tentative, final, or parcel map pursuant to the Subdivision Map Act;

g. Any person who has filed a written request for notice with either the City Clerk or the Director;

h. Any other party as required by California Government Code §§ 65090-65096 (Public Hearings);

i. The California Coastal Commission, if the development/project requires a Coastal Development Permit according to Chapter 15-26 of this Title.

2. In lieu of using the assessment roll, the City may use records of the county assessor or tax collector which contain more recent information than the assessment roll.

3. If the number of owners to whom notice would be mailed or delivered pursuant to subsection A1(e) is greater than 1,000, the City, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least 1/8-page in at least one newspaper of general circulation within the City at least 10 days prior to the hearing.

4. Notice of the hearing shall also be published in at least one newspaper of general circulation in the City at least 10 days prior to the hearing, or posted in at least three public places within the City boundaries, including one public place on the site or in the area directly affected by the proceeding. The posting on the affected site or area and maintenance of such notice shall be the responsibility of the applicant. Such notices shall be posted in a manner prescribed by the Director.

5. Notwithstanding (1) through (4) above, for applications listed in Section 15-28-2 involving a proposed zoning ordinance or an amendment to an existing zoning ordinance, notice of the hearing shall be given as described in this chapter, except that the notice shall be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing.

B. Contents of notification: The contents of the public hearing notice shall include:

1. A title stating "Notice of Public Hearing;"
2. The date, time and place of a public hearing;
3. The identity of the hearing body;
4. The City's file number(s) assigned to the application;
5. A general explanation of the matter to be considered; and
6. A general description, in text or as a diagram of the location of the property.

7. Coastal Development Permits. If the development requires a Coastal Development Permit, the notice shall also include a statement that the project is located within the coastal zone and the procedures of City and Coastal Commission appeals, including any City fees required, and a statement of whether or not the proposed development is appealable to the Coastal Commission.

SECTION 11: ESMC Chapter 15-31 (Right of Way Dedications and Improvements), Section 2 (Definitions) is amended as follows (deleted language is shown in ~~strikethrough~~ and newly added text is underlined):

15-31-2: DEFINITIONS:

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not defined by this chapter have the meaning set forth elsewhere in this code, Government Code or the Public Resources Code.

DEVELOPMENT: The meaning set forth in chapter 1 of this title.

DIRECTOR: The public works director or such other director designated by the city manager.

~~**ENVIRONMENTAL ASSESSMENT**: A review of a development in accordance with section 6 of resolution 3805, adopted March 16, 1993.~~

HOUSING DEVELOPMENT: A development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

LAND DEDICATION: A physical exaction of property for public use without compensation, whether imposed on an ad hoc or legislative basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project.

MAJOR TRANSIT STOP: A site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, except that , for purposes of this chapter, it also includes major transit stops that are included in the applicable transportation plan. "Major transit stop" includes planned major transit stops otherwise meeting this definition whose construction is programmed to be completed before or within one year from the scheduled completion and occupancy of the housing development.

ROADWAY: That portion of a highway improved, designed, or ordinarily used for vehicular travel.

SITE PLAN REVIEW: A discretionary land use permit described in chapter 25 of this Title.

TRANSIT PRIORITY AREA: an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program or applicable regional transportation plan.

USE: The meaning set forth in chapter 1 of this title.

SECTION 12: ESMC Section 15-31-3 (Dedication) is amended as follows (deleted language is shown in ~~strikethrough~~ and newly added text is underlined):

15-31-3: DEDICATION:

- A. Dedication: Unless otherwise provided, any development requiring ~~an environmental assessment~~review and approval of a Site Plan Review application located on a lot abutting public rights of way, must dedicate a portion of that lot to widen the public rights of way in accordance with the standards in exhibit C-8 of the general plan circulation element. Property dedications must be noted on building plans before the city issues a building permit and the dedications must be made before the city approves a final inspection for a building permit or issues a certificate of occupancy for a proposed project. The director is authorized to substitute an irrevocable offer to dedicate or to substitute a combination of a dedication and an irrevocable offer to dedicate for public rights of way in compliance with the standards in exhibit C-8 of the general plan circulation element and subject to section 15-31-4 of this chapter.
- B. Width: Table 1 of this section, is based on exhibit C-8 of the general plan circulation element and establishes the standard right of way widths for the various classifications for public rights of way. The right of way dedication on an individual lot is that portion of private property necessary to provide one-half (1/2) of the required standard width, measured from the centerline of the street.

TABLE 1	
Right Of Way Classification	Minimum Width (Feet)
TABLE 1	
Right Of Way Classification	Minimum Width (Feet)
Major arterial	142 – 150 (varies based on lane configuration)
Secondary arterial	98 – 120 (varies based on lane configuration)
Collector (divided)	80
Collector	64
Local:	
	Commercial 60 – 64 (varies based on lane configuration)
	Residential 60
Alley	20

1. Greater Widths: Greater widths may be required as by the director of public works or designee conditions of subdivision maps, site plan review, conditional use permits or standards variances.

2. Reduced Widths: The required standard width may be reduced at specific locations on specific streets due to unusual conditions, as authorized by the director of public works or designee.

C. Effect on required yard areas and building area ratios: All required yard areas, lot coverage and floor area ratio calculations must be measured after the dedication or reservation. If the director of public works requires an irrevocable offer to dedicate, the required yard areas, lot coverage and floor area ratio calculations may be measured not including the area of dedication or reservation.

D. Notwithstanding subsection A above, the City will not impose a land dedication requirement on a housing development pursuant to Section 66001 to widen a roadway if the land dedication requirement is for the purpose of mitigating vehicular traffic impacts, achieving an adopted traffic level of service related to vehicular traffic, or achieving a desired roadway width. However, the City may do any of the following:

1. Impose a land dedication requirement on a housing development if both of the following conditions are met:
 - a. The housing development is not located in a transit priority area.
 - b. The housing development has a linear street frontage of 500 feet or more.

2. Discretionarily impose a land dedication requirement as a condition of approval of a specific housing development project for traffic safety features if the City makes a finding, specific to the housing development project and supported by substantial evidence, that the land dedication requirement is necessary to preserve the health, safety, and welfare of the public, including pedestrians, cyclists, and children.
3. Impose a land dedication requirement to construct public improvements, including, but not limited to, sidewalk and sewer improvements.

SECTION 13: ESMC Chapter 15-32 (Impact Fees), Section 6 (Imposition of fees; Automatic adjustment) is amended as follows (deleted language is shown in strikethrough and newly added text is underlined):

15-32-6: IMPOSITION OF FEES; AUTOMATIC ADJUSTMENT:

- A. Except as otherwise provided, persons submitting applications seeking approval for new development projects must pay the city impact fees, in an amount set by city council resolution, as a condition for the city to approve such development projects.
- B. No tentative or final subdivision map, parcel map, grading permit, building permit, final inspection, or certificate of occupancy, or other development permit, may be approved unless the provisions of this section are fulfilled.
- C. Impact fees will be imposed by including the following language in any document of development approval:

All fees imposed pursuant to Title 15 Chapter ~~27A~~32 of the El Segundo Municipal Code must be paid to the City ~~before this project is approved~~ in accordance with Government Code section 66007.

- D. The director of community development or the director of public works will collect impact fees ~~in accordance with Government Code section 66007, except that the connection fees are collected at the time an applicant seeks to connect to the city's utility system.~~ at the following times, except as otherwise specified in Government Code section 66007:
 1. Unless authorized under separate agreement or condition of approval, fees for nonresidential development will be collected at the time the City issues a grading permit, building permit, final inspection, or certificate of occupancy, whichever occurs first.
 2. Fees for residential development will be collected at the time the City approves a final inspection or issues a certificate of occupancy for each dwelling unit in the development.
 3. Notwithstanding (1) and (2) above, utility service connection fees will be collected at the time an application for service is received.

- E. Unless otherwise provided by council resolution, the impact fees established by this chapter will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the construction price index for the Los Angeles metropolitan area. The first impact fee adjustment cannot be made before a minimum of ten (10) months after the effective date hereof.

SECTION 14: 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 15: 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 16: 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 17: 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 18: 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 19: 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 _____, 2025.

Chris Pimentel, 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, Susan Truax, 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 _____ 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk



**MINUTES OF THE
EL SEGUNDO PLANNING COMMISSION
Regularly Scheduled Meeting**

January 9, 2025

CALL TO ORDER

Chair Hoeschler called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Chair Hoeschler
Present: Vice Chair Maggay
Present: Commissioner Inga
Absent: Commissioner Christian

Also present: Michael Allen, AICP, Community Development Director
Also present: Eduardo Schonborn, AICP, Planning Manager
Also present: Joaquin Vazquez, City Attorney
Also present: Paul Samaras, AICP, Principal Planner
Also present: Jazmin Farias, Assistant Planner

PLEDGE OF ALLEGIANCE

Chair Hoeschler led the pledge.

PUBLIC/WRITTEN COMMUNICATIONS

One written communication was received regarding item D.1, a copy was distributed to the Planning Commission and posted on the City's website.

A. CONSENT

None.

B. NEW PUBLIC HEARINGS

None.

C. NEW BUSINESS

None.

D. UNFINISHED BUSINESS

- 1. Zone Text Amendment Regarding Right-of-way Dedications and Fees, Accessory Dwelling Unit Standards and Fees, and Public Notification Requirements for Certain Ordinances (Environmental Assessment No. EA-1378 and Zone Text Amendment No. 24-03)**

Principal Planner Paul Samaras presented the staff report regarding an Ordinance amendment to the El Segundo Municipal Code (ESMC) provisions regarding Residential Development Right-of-Way Dedications and Fees, Accessory Dwelling Unit (ADU) Standards and Fees, and Public Notification Requirements for Certain Ordinances.

- Chair Hoeschler inquired if the city has seen housing development projects where land dedication for purposes of road widening have occurred. Paul advised that we do require land dedication, we saw this recently with Pacific Coast Commons due to the current General Plan Circulation Element requirements. He added that with the new law, there are three general provisions when dedications can be required.
- Commissioner Inga inquired if dedications are approved at staff level. Paul said that they are approved via a discretionary permit (typically through a site plan review) at Planning Commission level.
- Chair Hoeschler inquired if the city is anxious to now have to collect the Development Impact Fees (DIF) at the end of the project. Community Development Department added that DIF are tied directly to impacts that are created by the project which theoretically do not happen until the project is completed so we do not have a lot of angst to collect the fees until the building is going to be occupied or at the very end of the buildout.
- Chair Hoeschler asked Paul if he could retouch on SB1211 as there are different numbers for existing development and proposed development for ADUs. Paul stated that the legislation does change the density limits on ADUs. For example, for multi-family properties for detached ADUs today the municipal code and state states that you can have two detached ADUs on a property the new law says that if you have an existing multi-family structure someone can propose up to eight detached ADUs on the property however the total number of detached ADUs cannot exceed the number of existing multi-family units.
- Chair Hoeschler inquired if in these types of scenarios, the developers would still have to meet standards such as FAR and setbacks. Paul added that the other aspect of this law is creating these subsets of ADUs exempts them from some of the other local standards. City Attorney Joaquin Vazquez added that the state has development standards such as height, setback, square footage, and a local agency cannot impose its objective standards as long as they fit within that state standard envelope. In summary, if we are not within that then we are preempted. Meaning that the state's rules supersede ours as far as objective standards and we can only impose objective standards.
- Chair Hoeschler inquired if the city has seen demand for some of these things being described. Paul advised that we have a lot of interest in constructions in ADUs in town.
- Joaquin mentioned for the record that due to the public comment received there were some changes made to the ordinance from the original published agenda and it was just some citation cleanup in section 6 of the ordinance regarding ADUs and references in section 15-4A-1.

MOTION: Adopt Resolution No. 2960, recommending City Council adopt an Ordinance amending the El Segundo Municipal Code (ESMC) provisions regarding Residential Development Right-of-Way Dedications and Fees, Accessory Dwelling

Unit (ADU) Standards and Fees, and Public Notification Requirements for Certain Ordinances.

Moved by Vice Chair Maggay Newman, second by Commissioner Inga.

Motion carried, 3-0, by the following vote:

Ayes: Hoeschler, Maggay, and Inga, Christian

E. REPORTS – COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE

Michael advised that we are reviewing the consultant teams for the General Plan Land Use Element update, and we are scheduled to tentatively go to council on February 28th with a contract award. The commission will be heavily involved in that process, and we will likely have one or two members of the commission be part of a designated technical advisory committee amongst staff and maybe other commission members from other commissions to drive the process.

F. REPORTS – PLANNING COMMISSIONERS

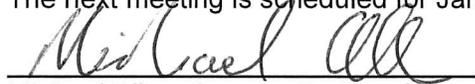
- Chair Hoeschler acknowledged the tragic situation our fellow Angelinos are in right now; our hearts go out to everyone in that situation.
- Vice Chair Maggay added that G's here in town are doing a donation drive that goes until midnight tonight and urged the residents to please help. He also congratulated Chair Hoeschler on his first meeting as Chair.

G. REPORTS – CITY ATTORNEY

None.

ADJOURNMENT — the meeting adjourned at 6:16 p.m.

The next meeting is scheduled for January 23, 2025 at 5:30 pm.



Michael Allen, Community Development Director



Jay Hoeschler, Planning Commission Chair



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Staff Presentations

Item Number: D.9

TITLE:

DEI Annual Workplan

RECOMMENDATION:

1. Review and approve the proposed DEI Workplan.
2. Approve proposed DEI Committee bylaw changes related to establishing a quorum.
3. Discuss and possibly approve amending the DEI Committee bylaws related to changing meeting frequency from monthly to quarterly.
4. Discuss and possibly approve amending the DEI Committee bylaws to continue or conclude the one-year pilot program to have two ESUSD representatives on the DEI Committee.
5. Alternatively, take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The Diversity, Equity, and Inclusion Committee (DEI) was established July 21, 2020, for the purpose of advising the City Council on issues of diversity, equity, and inclusion. This work includes examination of four key City areas to produce a clear picture of the current practices, as well as the El Segundo community's sentiments towards these practices. Upon finding areas for improvement, the DEI Committee shall make recommendations to City Council intended to address any marginalized or underrepresented segment of our community. The Committee is a standing advisory

DEI Annual Workplan

February 4, 2025

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committee that serves at the behest of the City Council.

DISCUSSION:

Workplan

The DEI has drafted a 2025 Workplan that includes several projects that are assigned to one of three teams: Community Relations, Data and Resources, and City Engagement.

Community Relations

The Community Relations team works with City staff and other local stakeholders to engage the community in discussions, events and activities that foster a sense of inclusion and a celebration of diversity in El Segundo. The key components of the upcoming work plan include supporting the annual United Against Hate week Candlelight Vigil and other multicultural activities such as the Joy Around the World holiday event. In the coming year, the team proposes a discussion panel hosted by a local business partner to initiate conversations about DEI practices and benefits in the workplace.

Data and Resources

The Data and Resources team works to collect and share data that quantifies the positive implications of inclusive practices. The team proposes working with the El Segundo Police Department to host a community briefing where Police personnel can engage with community members about a variety of DEI topics that are relevant to the residents and businesses in El Segundo. Additionally, the team will work with the City Manager's office to create a calendar of City Council proclamations that celebrate diverse communities reflected in the residency population of El Segundo. Finally, the team will work to provide online resources that can be accessed by the public on a wide range of DEI related topics.

City Engagement

The City Engagement team will work with City departments and local business partners to build a plan to share DEI best practices including successes and lessons learned to improve the diverse and inclusive culture of El Segundo. The team is also proposing the creation of a Community Champions award program for stakeholders and residents who are affecting change in the community related to DEI priorities.

Proposed Bylaws Changes

Establishing Quorum

Due to turnover and delays in filling open seats, the DEI Committee recommends changes to the bylaws related to establishing quorum. The proposed changes are in line with recent changes to the Bylaws of the Arts and Culture Committee which were approved by Council in 2024.

DEI Annual Workplan

February 4, 2025

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The current language states:

Section VI – Quorum:

A majority of the DEI Committee (five members) shall constitute a quorum. A quorum is necessary for action by the DEI Committee.

The proposed language is:

A majority of seated DEI Committee members shall constitute a quorum. A quorum is necessary for action by the DEI Committee.

Quarterly Meetings

At the January 21, 2025, City Council meeting, Councilmember Giroux suggested changing the frequency of the meetings from monthly to quarterly. Subcommittee working groups could still meet monthly or as needed as long as a quorum of members does not participate in those meetings.

ESUSD Personnel as DEI Board Members Pilot Program

The pilot program established in Summer 2023 assigned two seats on the DEI Committee to members of the El Segundo Unified School District. The purpose was to collaborate on DEI efforts of both the City and the school district. The one year pilot program concluded in Summer 2024. Council direction is requested to continue or conclude the program.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

PREPARED BY:

Chelsea Shafer, Sr. Administrative Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. DEI Proposed Work Plan 2025



CITY OF EL SEGUNDO – DEI COMMITTEE

2025 Team Structure & Priorities

GOALS & OBJECTIVES

The DEI Committee aims to inspire and activate efforts to integrate diversity, equity and inclusion into City of El Segundo decisions, service-delivery, and policies to improve the well-being of all our communities.

We commit to:

- Listening and advising with an equity lens as we help foster a healthy, just, and inclusive El Segundo, instilling a sense of understanding, healing, and belonging for all who live, work and play here.
- Engaging the community and holding ourselves accountable to acknowledge and correct historical inequities and current disparities, and change outdated, harmful narratives.
- Moving forward with urgency and purpose, allyship and collaboration, to support transparent and actionable solutions that will remedy these inequities and serve our diverse community.

The DEI Committee will continue ongoing activities from the past four years to further the principles and values of diversity, equity, inclusion and belonging throughout the City of El Segundo.

Key items on our work plan include the following:

TIMING	TEAM	PRIORITY
Q1-Q3	City Engagement Team	Collect and build a plan to share DEI-related best practices, successes, and lessons learned from City of El Segundo and El Segundo-based businesses. This includes identifying models to recognize as part of City of El Segundo DEI awards.
Q2	Community Relations Team	Partner with an El Segundo-based company on one panel discussion on a DEI-related topic.
Q3	Data & Resources Team	Partner with Chief Rodriguez/ESPD on one community briefing . Brainstormed ideas include ALPRs, RIPA or a general overview on the “state of the ESPD.”

BYLAWS

The DEI Committee requests revisiting our bylaws to address quorum and the recruitment/selection process for new members.

Currently, our bylaws state under Section VI – Quorum:

A majority of the DEI Committee (five members) shall constitute a quorum. A quorum is necessary for action by the DEI Committee.

The DEI Committee recommends this section is updated to:

A majority of seated DEI Committee members shall constitute a quorum. A quorum is necessary for action by the DEI Committee.

SUBCOMMITTEES & PRIORITIES

Here is additional information on team structure, ongoing activities, and priorities for the DEI Committee.

There will be **three teams** and each team (subcommittee) can have up to three members.

All committee members will be encouraged to participate in ESPD Community Police Academy, ESFD ride-alongs and DEI trainings, and promote and support all DEI events, campaigns, and activities.

DATA & RESOURCES TEAM – Emily Atmore

*Point of contact for **public safety** and **DEI trainings/resources**.*

1. **Q1 Proclamations & Holidays.** Coordinate list of holidays and dates for City to recognize on social media accounts. Draft City Council proclamations and arrange for community members to accept. Include list of recommended resources (tools, workshops, books, movies, etc.) offered on the [City website](#) with info on DEI trainings, videos, articles, books, movies, documentaries, websites and other helpful educational resources for the City/community to access and use. This can be “home” to calls for action and resources to point to when making proclamations, addressing DEI in speaking engagements, etc.
2. **Q3 Community Briefing.** Partner with Chief Rodriguez/ESPD on one **community briefing**. Brainstormed ideas include ALPRs, RIPA or a general overview on the “state of the ESPD.”

CITY ENGAGEMENT TEAM – Sean O’Brien

*Point of contact for **City** (HR, City Council) and **local businesses**.*

3. **Q2 - Q3 DEI Best practices.** Collect and build a plan to share DEI-related best practices, successes, and lessons learned from City of El Segundo and El Segundo-based businesses.
4. **Q4 DEI Award.** Design and manage a DEI-specific award. Could include recognition for an El Segundo student, an adult resident, a small business, nonprofit, and/or a large corporation operating in El Segundo.
5. **Ongoing: City Engagement Activities.** Explore partnerships, such as with the ACC, EDC, and South Bay Coalition Against Hate (SBCAH).

COMMUNITY RELATIONS TEAM – Valerie Green

*Point of contact for the **community-at-large** and **community engagement** activities.*

6. **Q2: Community Education.** Partner with an El Segundo-based company/corporation on one **panel discussion** (similar to the Aerospace Corporation panel we hosted a few years ago) on a DEI topic.
7. **Q3: United Against Hate Week.** Partner with SBCAH, ESUSD, SEA Change, and others on this week-long activation from October 19 – 25, 2025.
8. **Ongoing: Community & City Events.** Support planning of current City events (such as Juneteenth, Joy Around the World).



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Staff Presentations

Item Number: D.10

TITLE:

Landscape Maintenance Request for Proposals

RECOMMENDATION:

1. Authorize the Parks, Recreation, and Library Department Director to release a Request for Proposals for landscape maintenance services for all City of El Segundo parks.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The FY 2024-25 adopted budget includes \$436,295 in landscape maintenance services. If the bid proposal's come in higher than the current budget, additional budget appropriation would be necessary.

BACKGROUND:

The current Landscape Maintenance Services contract with Parkwood Landscape Maintenance Inc expires May 31,2025. The City Manager has directed the Recreation, Parks and Library Department to prepare an RFP for Landscape Maintenance Services.

DISCUSSION:

The City of El Segundo utilizes a contracted vendor to provide the majority of Landscape Maintenance Services to all City parks, facilities, medians, open green space and City-owned properties. City staff provide ancillary services at Recreation Park including maintenance of the ball field infields and trash removal throughout the park. City staff also maintain landscaping at Camp Eucalyptus and City Hall. Specific maintenance duties performed by the landscape maintenance contractor are outlined in the Request for Proposals (RFP). The current contract for these services is set to expire

Landscape Maintenance RFP

February 4, 2025

Page 2 of 2

on May 31, 2025.

Additions to Scope of Landscape Maintenance Services Contract

Recent infrastructure improvements throughout the City necessitate additional services from the landscape maintenance contractor which are included in the proposed scope of services. New service areas include median and right of way areas on both sides of Nash street, Smoky Hollow street maintenance and maintenance of the landscaping around the new monument sign at Imperial and Main.

RFP Process

Staff intend to release the RFP on February 5, 2025. A selection committee consisting of five City staff and/or officials familiar with City maintenance issues will be established. The selection committee will review and score proposals based upon strength of qualifications, project history, client recommendations, implemented projects and pricing. The highest scoring teams will be interviewed and the top scoring vendor will be submitted for final approval to the City Council.

Supervision of Vendor and Related Work

The Park Superintendent and Tree Maintenance Supervisor will oversee the contractor's work and perform daily and weekly inspections which will be recorded on park inspection checklists and a park maintenance matrix that will be submitted to and reviewed by the Director of Recreation, Parks and Library and Recreation and Parks Commission. It will be the responsibility of the Parks Superintendent to address all performance issues with the vendor.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Goal 4: Develop and Maintain Quality Infrastructure & Technology

PREPARED BY:

Chelsea Shafer, Sr. Administrative Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Landscape Maintenance Services RFP -2025
2. Landscape Agreement Template



CITY OF EL SEGUNDO
RECREATION, PARKS, AND LIBRARY
350 Main Street
El Segundo, CA 90245

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 24-06
PROPOSAL TITLE: Landscape Maintenance Services
REQUESTING DEPARTMENT: Recreation, Parks, and Library
RELEASE DATE: February 5, 2025
DUE DATE: April 30, 2025 – 11:00 AM PST

Notice is hereby given that sealed proposals will be received in the office of the **City Clerk's Office**, City Hall, 350 Main Street Room 5, El Segundo, CA 90245-3813 until 11:00 AM (PST), April 30, 2025.

Late proposals will not be accepted.

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The city will not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

**City of El Segundo
REQUEST FOR PROPOSAL
PROPOSAL # 24-06**

PROPOSALS ARE DUE NO LATER THAN 11:00 AM PST ON APRIL 30, 2025

The City of El Segundo invites sealed proposals for: **Landscape Maintenance Services**

The City of El Segundo is seeking proposals from qualified firms to provide **Landscape Maintenance Services**

1. Return original of Proposal to:

City of El Segundo
City Clerk's Office
350 Main Street, Room 5
El Segundo, CA 90245-3813

2. Proposer must honor proposal prices for ninety (90) days.

3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.

5. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company

Address

Name (Print)

Signature

Company Phone No.

Title of Person Signing Proposal

PROPOSAL INSTRUCTIONS

1. Submitting Proposals. (a) Proposals must include this form, in its entirety, in a sealed envelope with the wording "Proposal," proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be accepted. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.
2. Alternatives. Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.
3. Currency. All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
4. Preparation. All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.
5. Rejection. The City may reject any or all proposals and waive irregularity in any proposal. Any proposals received after the due date and time will be returned to the bidder unopened at the proposer's expense.
6. Default. In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.
7. Assignment. No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
8. Sub-contractors. The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
9. Indemnification. The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP, Exhibit A.
10. Insurance. This is a contract involving services and the City requires insurance. Insurance must be primary insurance and must name the City of El Segundo as an additional insured.

11. Prevailing Wages Required. Pursuant to Labor Code §§ 1720, 1771, and Title 8 of California Code of Regulations §§ 16000 and 16001, the contractor must pay its workers prevailing wages. See 1.16 below and Section 4 of Exhibit A for additional information.
12. Pre-Proposal Meeting. A mandatory pre-proposal meeting will take place on **February 19, 2025, at 8:00 AM**. A proposal will not be accepted if this meeting was not attended.
13. Proposal Rejection. The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of El Segundo.
14. Contract Pricing. Except as otherwise provided, price proposals must remain consistent through the term of this contract.
15. Proposal Questions. Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. All questions pertaining to this RFP shall be submitted via email to Christopher Hentzen at chentzen@elsegundo.org, **no later than 3:30PM PST on March 12, 2025** with the name of the RFP in the title of the email. If further clarification is required, proposers shall only contact the RFP Administrator; Proposers shall not contact any other City staff with questions. The RFP Administrator will provide **formal answers to all questions by end of day on March 26, 2025**. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the City website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City of El Segundo Bid/RFP webpage.

STATEMENT OF WORK AND FORMAT

The City of El Segundo (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder", "Proposer," "Contractor," and "Consultant" are used interchangeably.

- 1. Purpose: LANDSCAPE MAINTENANCE SERVICES
- 2. Proposal Schedule:

The City reserves the right to make any changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

Proposal Released:	February 5, 2025
Mandatory Pre-Proposal Meeting:	February 19,2025 8:00 AM
Deadline for questions:	March 12,2025 3:30 PM
Response to questions:	March 26,2025
Proposal due date:	April 30,2025 11:00 AM
Staff's recommendation to City Council/ Contract approved by City Council:	TBD
Contract execution/services begin:	June 1,2025

Mandatory Pre-Proposal Meeting

The Pre-Proposal meeting will be held where each bidder will have the opportunity to resolve questions regarding the specifications. The Pre-proposal meeting will be held on February 19,2025 at 8:00 AM PST at the City's Maintenance Facility located at 150 Illinois Street, El Segundo. A proposal will not be accepted if this meeting was not attended.

Proposal Requirements

To be considered, proposer must send one original plus five (5) hard copies of the proposal in a sealed envelope with the name and address of the company submitting the proposal and it should clearly marked with the words "**Request for Proposal #24-06**" and the title "**Landscape Maintenance Services**" no later than 11:00AM. PST on April 30,2025, to:

City of El Segundo,
City Clerk's Office
350 Main Street Room 5,
El Segundo, CA 90245-3895

Proposals received after the due date and time will be rejected.

Evaluation of Proposals

The proposals will be reviewed by City staff between May 1-8,2025. Proposals will be evaluated based on the following qualifications criteria:

1. Contractor's understanding of scope of work.
2. Contractor's approach to performing the tasks defined in the Scope of Work.
3. Contractor's experience performing similar work for public agencies.
4. Cost in relation to scope of services.
5. Capability of firm and key personnel to handle the project in terms of workload, experience, and staff utilization.

During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals or allow correction of errors or omissions. Any and all changes in the RFP will be made by written addendum, which must be issued by the City to all proposers who have responded to the RFP by the deadline. Interviews of the top firms may be required.

Recommendation to City Council for Contract Award

The successful contractor will be selected by the City Council based upon the criteria set forth above and the City's sole discretion.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

3. Introduction/Background:

The contractor must provide a work force of company skilled landscape maintenance personnel, materials, tools, equipment, and transportation to perform landscape maintenance services at public properties under the jurisdiction of the City of El Segundo's Parks Department. The Contractor must be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract. All materials are subject to the approval of the City's Recreation, Parks & Library Director.

4. Time Schedule:

The initial term of this Agreement is for a three-year period with a City option for one additional three-year term. The City, upon thirty (30) days' written notice may terminate the contract. The contractor may terminate the contract with the City upon ninety (90) days' written notice. Refer to the terms of the Agreement included as Exhibit A.

5. Compensation:

The City may, not more frequently than once per year, authorize an adjustment in contractor's compensation by application of the following formula and procedure to the then current compensation:

Effective (*commencement date of initial contract*) on subsequent anniversary dates during the term of this agreement, Contractor must be entitled to compensation adjustment based upon the increase in Consumer Price Index, All items, 1982-84=100 (Los Angeles-Anaheim-Riverside) for the base month (commencing June 2025) to the following year's comparison month (June 2025, June 2026). Provided, however, that Contractor and City agree that any increase must be limited to no more than a total of five (5%) for the schedule increase in compensation effective (*anniversary date of contract*) 2026 and (*anniversary date*) 2027.

6. Response Submittal Requirements:

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

FORMAT:

Each proposal must be submitted in two parts:

Part I: must relate to the Technical Proposal

Part II: must relate to the Cost Proposal

PART I-TECHNICAL PROPOSAL

Cover Letter- Must include the name, address, and telephone number of the

company, and be signed by the person or persons authorized to represent the firm.

Table of Contents- Clearly identify material contained in the proposal by section and page number.

Introduction (Section 1)- Contents to be determined by contractor.

Project Analysis (Section 2) - Provide an explanation and interpretation of the challenges identified in this RFP.

Objective, Scope, Nature of Proposed Program (Section 3) - Describe the overall approach to the challenges, including the objective and scope of work to be performed by the contractor

Work Program (Section 4) - Describe the work or tasks to be performed.

Methodology (Section 5) - Describe the methodology and techniques to be employed.

Project Management (Section 6) - Describe the proposed management structure, organization of contracting group, and facilities available.

Assigned Personnel (Section 7) - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Schedule (Section 8) - List the proposed schedule of activities including labor hours.

Program Monitoring (Section 9) - Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

City Resources (Section 10) - Describe any City services and staff resources needed to supplement contractor activities to achieve identified objective(s).

Subcontractors (Section 11) - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Contractor Capability and References (Section 12) - Provide a summary of the

firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients.

Alternative Proposals (Section 13) - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

- a. Work Program
- b. Methodology
- c. Assigned Personnel

Conflict of Interest (Section 14) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

Financial Statement (Section 15) - The bidder must provide a balance sheet for the last operating year, plus additional information updating this statement.

PART II-COST PROPOSAL

Name and Address

The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

Cost Proposal

The Cost/Price format for the proposal must be as outlined in the Agreement for services. Exhibit A. Total cost must be clearly indicated at the end of the Cost Proposal and entered on the first page of the proposal.

Costs must be itemized.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be

cause for rejection of proposal.

- I. Signature. An authorized representative of the bidder MUST sign all proposals.
- II. Due Date. The proposer must submit one original and FIVE (5) copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal #24-06 the title "Landscape Maintenance Services". All proposals must be received before **11:00 AM PST on April 30,2025** and should be directed to:

City of El Segundo
City Clerk's Office
350 Main Street, Room 5
El Segundo, CA 90245-3813

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

- III. Addenda. Any and all changes in the RFP will be made by written addendum, which must be issued by the City to all proposers who have responded to the RFP by the deadline.
- IV. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if:
It is received at any time after the exact date and time set for receipt of proposals and/or;
It is not prepared in the format prescribed and/or;
It is signed by an individual not authorized to represent the firm.
- V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.
- VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

1. Contractor's understanding of scope of work.
2. Contractors approach to performing the tasks defined in the Scope of Work
3. Contractor's experience performing similar work for public agencies.
4. Cost in relation to scope of services.
5. Capability of firm and key personnel to handle the project in terms of workload, experience, and staff utilization.

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

RFP Scope of Services Contents

- 1.0 General Specifications
- 2.0 Area Assignments
- 3.0 Change Orders
- 4.0 Change in minimum number of weekly routine hours
- 5.0 Contract Administrators
- 6.0 Obligations, Workmanship, Supervision and Damage
- 7.0 Irrigation System
- 8.0 Fertilization Schedule and Rates
- 9.0 Pruning
- 10.0 Roses
- 11.0 Aeration and Thatch Removal
- 12.0 Mowing and Edging
- 13.0 Mowing and Edging Only
- 14.0 Disease and Pest Control
- 15.0 Replacement of Plant Materials
- 16.0 General Maintenance, Inspection and Litter Control
- 17.0 Runoff Mitigation Controls
- 18.0 Additional Work
- 19.0 Contract and Cancellation Clause
- 20.0 Area of Work and Responsibility
- 21.0 Contract Pricing and Adjustments
- 22.0 RFP Proposal Sheet
- 23.0 Vendor Questionnaire
- 24.0 City of El Segundo Maintenance Agreement (Contract)

1.0 GENERAL SPECIFICATIONS

1.1 Additions/Deletions

The City reserves the right to add or delete properties at any time during the life of the contract or resulting extensions, with ten (10) days' written notice to the contractor. Additions must be added at the contract rate for comparable properties under contract. If there are no comparable properties, the price must be negotiated by the City with the contractor. If the request for additional work begins during a billing cycle, the payment must be prorated for the month in which work commenced.

1.2 Hourly Rate/Certified Payroll

The bid document must reflect all charges for labor, materials, tools, transportation and must include overhead and profit. A breakdown of hourly rates for landscape maintenance personnel or supervisor(s) is not required.

1.3 Progress Payments

a. The contractor will be paid only for each location maintained as verified by the City.

- b. The contractor is required to perform scheduled maintenance operations specified in the contract document. Failure on the part of the contractor to perform any such maintenance operations will result in the progress payment deductions equivalent to the product resulting from the multiplication of the units (or subunits) by property site quoted by the contractor times the number of working days of failed performance.
- c. The City's contract administrators will notify the contractor's crew supervisor of failure to perform any required operation. This notification will be in writing and will indicate the operation not performed, along with the location, time, dates, property site, and amount to be deducted from the upcoming progress payment.
- d. All progress payments will be for work performed as adjusted to reflect deductions for failure to perform as specified.

1.4 Landscape Crew Personnel • Rejection/Replacement

The City reserves the right to reject any landscape crew personnel or supervisor of the contractor's work force. It must be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.

1.5 Work Force/Schedule/Shift/Manpower (7 Total)

- a. The work force must consist of company skilled landscape maintenance personnel and include any subcontractors. The contractor's crew(s) must be under the supervision of a contractor-designated Landscape Maintenance Leadworker/Supervisor. The designated Leadworker must have the ability to communicate with City staff in English. In the event of the absence of the regular Leadworker, it will be the responsibility of the contractor to designate an acting Leadworker to oversee the crew while performing the maintenance operations specified by the contract. The contractor must notify the City of any such designation before the beginning of any shift by contacting the City's representative at (310) 524-2716.
- b. Contractor to provide one full time irrigation technician/specialist.
- c. Contractor to provide one full time maintenance worker exclusively for the Downtown District area, Monday through Friday.
- d. Contractor to provide a mow crew (3 maintenance workers)
- e. Contractor to provide 2 full time maintenance workers for detail work/trash collection in all designated areas, planter areas and medians.
- f. Contractor to submit staffing requirements (title) to fulfill maintenance services outlined in these specifications.
- g. The City reserves the right to change the work hours and shift schedule. The contractor must be notified at least one (1) full week prior to such changes.

- h. The City will not recognize any holidays as paid holidays for the contractor employees.
- i. Identification of Vehicles
All vehicles and equipment utilized in connection with the contract must be visibly marked with company identification.
- j. All employees must be at least eighteen (18) years of age thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.
- k. During periods when inclement weather hinders normal operations, contractor must adjust its work force in order to accomplish those activities not affected by weather. Contractor must not remove work force from the job site without authorization from the city representative.
- l. Contractor must provide a monthly/yearly schedule outlining overall maintenance activities and a weekly mowing schedule reflecting specific areas mentioned in these specifications.
- m. Contractor must provide uniforms to the employees who are assigned to do the work on the contract, so that the contractor's employees may be easily identified. Uniforms must bear the employee's name and the company's name and/or logo and must present a professional appearance.
- n. Contractor(s) may not allow on City premises any person who is not an employee or principal with the company and currently on duty.

1.6 Landscape Maintenance Program - Level of Service

- a. The City must regulate precisely the service level desired.
- b. The City must have absolute control over landscape maintenance program direction and execution.

1.7 Labor Strike

- a. The contractor must be responsible for its own labor relations with any trade or union representative among its employees and must negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the contractor must immediately give written notice thereof to the City.
- b. It must be the contractor's responsibility to provide continuous maintenance services, without interruption, to all locations specified herein. In the event of a labor strike, the contractor must provide other means, at contractor's cost, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the contractor's progress payment) to the City being borne by the contractor.

1.8 Subcontractor/Assignment of Contract

The contractor must not subcontract any portion of this contract, or any additions made to the contract without first receiving approval from the City. All persons engaged in landscape maintenance work must be considered employees of the contractor, with the supervisor being directly responsible for their work. The contract may not be assigned to another owner or entity without City approval.

1.9 Duties and Responsibilities

a. The City's Parks Maintenance Superintendent or its designated representative(s) will act as the contract administrator and will manage, coordinate, and administer the contract and verify completion of all maintenance operations specified in the contract document. He/She will also provide written notice of failure to perform the contract and indicate the amount to be deducted from the forthcoming progress payment.

b. The contractor's leadworker/supervisor is responsible for the execution of the maintenance operations specified herein. He/She represents the contractor and is responsible for the supervision of the contractor's employees while they are performing the landscape maintenance service.

1.10 Quality of Work

All work must be performed in accordance with the best maintenance, safety practices and standards of cleanliness. The City must inspect the work performed by the contractor and approve or reject the work and materials used. Failure on the part of the contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform and/or cancellation of contract.

1.11 Scope

It is the intent of the following scope of work to provide all maintenance services, materials, supplies, tools, and equipment and transportation necessary to maintain all portions of the property specified in the contract. It is understood and agreed that only the highest possible industry standards of landscape maintenance will be accepted and must be consistently maintained.

1.12 Disclosure of Information

a. The contractor agrees that it will not during or after the term of this contract disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the contractor must be used by it exclusively in connection with the performance of the services.

b. The contractor must not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the

prior written consent of the City.

1.13 Energy Conservation/Recycled Goods Usage

The contractor must comply with all energy conservation and recycling practices of the City.

1.14 Employee Food Service

The contractor must not be allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the contract administrator.

1.15 Key Control

- a. The contractor must adequately secure the keys, other entry devices, and codes provided by the City. The contractor must maintain a record of the key numbers issued to its employees.
- b. The contractor must not duplicate and must not allow such items to be duplicated or removed from the site of the services.
- c. The contractor must immediately report any such item, which becomes lost, missing, broken, or stolen to the contract administrator. Should the contractor lose or have stolen any keys issued to the contractor by the City, the cost of changing locks, keys, or other devices will be deducted from the contractor's invoice to the City for work performed under this contract.

The contractor must physically present all keys and other entry devices for verification upon request of the contract administrators.

1.16 Prevailing Wages Required

Pursuant to Labor Code §§ 1720, 1771, and Title 8 of California Code of Regulations §§ 16000 and 16001, the contractor must pay its workers prevailing wages. The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774. Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098. See Section 4 of Exhibit A for additional information.

2.0 AREA ASSIGNMENTS

2.1 The contractor must assign to each location the employees necessary to complete all services detailed in sections 7 through 21 for Recreation, Parks and Library Department of these specifications.

2.2 Each employee must be in their assigned area or station, properly equipped, uniformed and

ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

- 2.3 All employees of the contractor performing the services must be paid by the contractor and take, for each four hours worked, a break period of fifteen (15) minutes from the time of discontinuing performance of the services until the time of resuming performance of the services. Such break times will take place at times scheduled by the contractor and approved by the contract administrator.

3.0 CHANGE ORDERS

- 3.1 The City may, on occasion, without invalidating the contract, modify the contract by adding, deleting, or changing areas to the contract; by adding, deleting or changing usage or space; by adding, deleting or changing routine services; by deleting or changing specifications. All such changes must be ordered by means of a written change order. The City and the contractor must agree upon any changes in the compensation to the contractor resulting from such change orders.

4.0 CHANGE IN MINIMUM NUMBER OF WEEKLY ROUTINE SERVICE HOURS

- 4.1 The contract administrator must have the right to increase or decrease the required minimum number of weekly routine service hours by providing written notification to the contractor.
- 4.2 No change must be made in fixed charges for overhead due to any increase or decrease in the minimum number of weekly hours required for routine services.

5.0 CONTRACT ADMINISTRATORS

- 5.1 The City must designate the Recreation, Parks & Library Director or their designee as contract administrator who must act on behalf of the City with respect to all aspects of this contract.
- 5.2 The administration of this contract is vested wholly in the contract administrator. The contract administrator must have complete authority to require the contractor to comply with all provisions of this contract. The contractor must strictly and promptly follow the instructions of the contract administrator in every case. The contract administrator's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the contract. The contract administrator must exercise any discretionary authority in a reasonable manner.
- 5.3 The contractor must provide the contract administrator free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employees of the contractor, but to assure

that all services meet the requirements of the contract.

- 5.4 The contract administrator must decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies, and all other materials and methods and procedures used in the performance of the services with regard to the requirements included herein. The contract administrators must decide all questions which may arise as to the interpretation of the contract documents relative to the services and the fulfillment of the contract on the part of the contractor.
- 5.5 The contract administrator will determine the amount and quality of the several kinds of services performed and material furnished which are to be paid for under this contract.
- 5.6 The contract administrator must have the authority to require the contractor to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the unit prices. Such temporary changes must not affect the amount of payment to the contractor.

6.0 OBLIGATIONS, WORKMANSHIP, SUPERVISION AND DAMAGE

- 6.1 Contractors must provide and/or currently possess the following prior to submitting bid Proposal: Contractors' State License, 24-hour answering service, central office/yard, two-way radio or cell phone communication and excellent references from completing extensive work on similar type projects. Including at least three years' experience in park and median landscape maintenance.
- 6.2 All contractors' maintenance workers **must wear** company uniform. Uniforms (including orange shirts) must clearly identify the company's name. Exception: All employees working on median strips must wear O.S.H.A. approved vests with Scotchlitereflective striping.
- 6.3 The contractor must give his personal supervision to the work or have a competent supervisor on the job site at all times during progress of the work, with authority to act for him, be responsible for adherence to specifications and be available for consultation with the City's representative.
- 6.4 All work must meet with the approval of the City of El Segundo Recreation, Parks & Library Department. The contractor must provide the following reports:

Pesticide Usage Report – Monthly
Irrigation Report – Weekly
Maintenance Service Report – Weekly

Weekly meetings must be attended by the contractor supervisor with the city representative to review the upcoming schedule, follow up activities and other issues of immediate concern. These meetings may occur in the field or at the city's Facility Maintenance Yard.

- 6.5 The contractor must provide a work force, vehicles and equipment sufficient to complete the work as it is specified.
- 6.6 The contractor must provide proper traffic control at all times while working on public right of ways as prescribed in the WATCH handbook (Work Area Traffic Control Handbook) latest edition and as approved by the Director of Public Works.
- 6.7 The contractor will report without delay and damage to City equipment or property and must be held responsible for the replacement of any said damage caused by his act hereunder.
- 6.8 Plant materials that are destroyed by vandalism, private construction or by City forces must be the responsibility of the City of El Segundo.
- 6.9 All workmanship and craftsmanship must be of high quality and meet with the approval of the representatives assigned by the City of El Segundo.
- 6.10 Payment reduction for non-performance. Any specific problem area which does not meet the conditions of these specifications set forth herein must be called to the attention of the contractor; and if not corrected within 48 hours, payments to the contractor will not be made or will be prorated until the condition is corrected in a satisfactory manner as set forth in these specifications. The contractor will not receive payment when work is not performed.

7.0 IRRIGATION SYSTEM

- 7.1 The contractor is responsible for programming the automatic irrigation controllers. Programs must be submitted in writing and reviewed by city representative. Contractor to provide seasonal adjustments as required. The contractor is responsible for turning controllers off during periods of rain.
- 7.2 The City of El Segundo must pay for all necessary irrigation materials, excluding tools.
- 7.3 The contractor must repair any damaged sprinkler heads and risers resulting from routine wear, defective parts, mower damage, etc., and must routinely clean out sprinkler heads and lines to keep them in good operating condition at all times.
- 7.4 Repairs to the irrigation system pipes and valves resulting from normal wear, vandalism or damage by other means must be the responsibility of the Contractor.
- 7.5 Irrigation water must be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program must be checked once a week by the contractor.

- 7.6 Automatic irrigation must take place at night or early morning hours only (10:00 pm to 6:00 am) except for irrigation checks and repairs.
- 7.7 Sprinkler heads must be unobstructed from grass, soil or other matter that prohibits the proper water spray; proper herbicides may be used around heads to prohibit grass growth. All valve boxes, controllers, utility boxes, vaults, manholes and backflow devices must be kept clear of plant growth.
- 7.8 Where the installed sprinkler system does not cover or water an area adequately, the contractor must provide his own sprinklers and hoses to adequately water the area.
- 7.9 Watering must be controlled to avoid excessive drainage on sidewalks, streets and play areas, creating a hazard and wasted water.
- 7.10 All irrigation systems must be operationally checked a minimum of once a week.**
- 7.11 Any areas that have manual watering systems must be watered as needed to keep plant material in healthy condition.
- 7.12 If irrigation system is inoperative for whatever reason, the contractor MUST water the areas with manual sprinklers and hoses.
- 7.13 Contractor must be familiar with reclaimed water irrigation systems.
- 7.14 Irrigation deficiencies must be brought to the attention of the city representative for evaluation.

8.0 FERTILIZATION SCHEDULE AND RATES

- 8.1 A (21-3-5) fertilizer or equivalent with at least 50% nitrogen in the ammoniacal form. The application rate is one pound of actual nitrogen per 1,000 square feet.
- 8.2 Application Schedule
 - a. The following turf areas are fertilized four times per year in March, May, September, and November.
 - Hilltop Park
 - Library Park
 - Sycamore Park
 - Candy Cane Park
 - Recreation Park
 - Acacia Park
 - Holly Valley Park
 - Kansas Park

- b. The following turf areas are fertilized two times per year. April and September
 - Washington Park
 - Constitution Park
 - Imperial Strip
 - Freedom Park
 - Independence Park

- c. The following turf areas are fertilized three times per year in April, June and September.
 - Rosecrans Ave. Median
 - Hughes Way
 - Grand Ave Median
 - Continental Median

- d. Fertilizer must be applied uniformly by a commercial spreader and watered into the soil immediately after application.

- e. Contact the Park Maintenance Division prior to fertilizing.

- f. Shrubs and ground cover areas to be fertilized as required but no less than two times a year

9.0 PRUNING

- 9.1 The contractor must be responsible for pruning of all plant material including shrubs and trees from ground level.

- 9.2 Pruning must be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood; to control growth when an unshapely shrub or tree might result; and to increase the quality of flowers.

- 9.3 Ground covers are edged as needed to prevent growth from interfering with other plant material and from growing over curbs and sidewalks.

- 9.4 Trim, shape and prune trees to maintain a safe, 9' clearance over walks and park areas, 13' over street paving public safety must be a prime consideration in trimming trees.

- 9.5 All shrubs and trees must be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times

10.0 ROSES

- 10.1 Roses at Library Park

- a. Prune roses in early February to promote 3 strong canes. Cut these above the Third or fourth bud.
- b. Remove spent flowers and sucker growth.
- c. Fertilize with a (10-6-4) fertilizer in February and May.

11.0 AERATION/ THATCH REMOVAL/ FIELD RENOVATION

- 11.1 Contractor must renovate Brett Field on a yearly basis. Renovation services includes scalping turf to lowest setting, aerating turf area, fine grading to fill in low areas, fertilizing, overseeding and apply toppler. Schedule to be coordinated with the Parks Division
- 11.2 The contractor must be responsible for turf aeration 4 times a year for all ball fields, March, June, December, October. All other turf areas twice a year, Spring and Fall and thatch removal once a year, occurring between the months of March and May.
- 11.3 Soil aeration must be done with a power-driven or tractor-pulled aerifier, using 1/2" tines, removing 2" cores of soil.
- 11.4 Thatch removal of warm season turf must be performed with a power-driven verticutter or other slicing equipment
- 11.5 Aeration and Thatch Areas

ACACIA PARK
HILLTOP PARK
KANSAS PARK
LIBRARY PARK
SYCAMORE PARK
WASHINGTON PARK
CONSTITUTION PARK
ROSECRANS MEDIAN
HUGHES WAY MEDIAN
CONTINENTAL MEDIAN
FREEDOM PARK
INDEPENDENCE PARK
RECREATION PARK
HOLLY VALLEY PARK
IMPERIAL STRIP

12.0 MOWING AND EDGING

- 12.1 **Grass clippings from mowers are to be collected.** All rotary mowers must be mulch mowers. Trim around trees, sprinkler heads, planters, mowing strips, walkways and fences. Tree trunks are not to be struck by mowers, string trimmers, weed eaters, or other equipment.
- 12.2 Mow To The Following Heights:
- | | |
|----------------|-------------------|
| Hybrid Bermuda | 1/4" to 5/8 " |
| Common Bermuda | 3/4" to 1" |
| Kikuygrass | 3/4" to 1" |
| Hybrid fescue | 1 1/2" to 2 1/2 " |
| Perennial rye | 1 1/2"to 2 1/2" |
- 12.3 All Athletic Fields must be mowed with reel type mowers.
- 12.4 Mowers must be kept in proper adjustment. Mower blades must be kept sharp in order to obtain a clean, sharp cut and not damage the grass. Shredding or rough cutting of grass will not be permitted.
- 12.5 Mowing and edging must be accomplished Monday through Friday, between the hours of 7:00a.m. and 3:00p.m.
- 12.6 If holidays or weather conditions interfere with the regular mowing schedule, mowing and edging **MUST** be accomplished on the following day or as soon as conditions permit.
- 12.7 After mowing and edging, all trimmings and debris must be swept, vacuumed, or blown off sidewalks and paved areas and disposed of. Blowing or sweeping of trimmings and debris into the street will not be permitted.
- 12.8 Mowing and Edging Frequency:
All turf areas are mowed and edged weekly, unless notified otherwise by Park Maintenance Superintendent.
- 12.9 Ball fields (Stevenson Field, Softball Field, Brett Field) must be Mowed twice a week during March through October.

13.0 MOWING AND EDGING ONLY

- 13.1 In areas where only the mowing and edging are to be contracted, the contractor must conform and abide by Section 12 of these specifications.
- 13.2 All mowing and edging at Recreation Park must be completed by Thursday between the hours of 6:30a.m. and 2:00p.m., unless directed otherwise by the Park Maintenance Superintendent or their designee.

- 13.3 Mowing and Edging Frequency:
All turf areas are mowed and edged weekly, unless notified otherwise by Park Maintenance Superintendent. See section 12.9 above.

14.0 DISEASE, WEED AND PEST CONTROL

- 14.1 The contractor must be responsible for the control and eradication of all diseases and insects affecting all plant material.
- 14.2 Correct horticultural practices in methods of control must be used; care must be taken in following label directions and in applications.
- 14.3 All safety regulations in handling and applying pesticides must be adhered to, according to the regulations set forth by the State of California Department of Food and Agriculture.
- 14.4 The contractor with use of baits and/or traps must properly control gophers, moles, field mice and other such rodent pests, whenever such rodents appear.
- 14.5 The contractor must control plant diseases caused by bacteria, viruses, or fungi.
- 14.6 Control snails with the use of baits as needed to provide a healthy environment for plants and public.
- 14.7 All pesticides to be applied by a licensed applicator (Qualified Applicator License) only. Contracting company must have all necessary licenses in order to apply pesticides. Prior to any pesticide application, submit a copy of a Pest Control Recommendations to the Park Superintendent.
- 14.8 Contractor to control weeds continually at all sites through chemical control and mechanical control.
- 14.9 No pesticide spraying allowed near playground areas.
- 14.10 Contractor must provide monthly reports for pesticide applications to the Park Maintenance Superintendent.

15.0 REPLACEMENT OF PLANT MATERIALS

- 15.1 The contractor must replace all plant material that has died because of lack of proper maintenance. This material includes turf, ground cover, shrubs and trees.
- 15.2 Any plant having had one-half or more of its foliage die back must be considered dead; the Park Superintendent must determine if a plant is dead, what plant replacement if any should be made, and must notify the contractor of such.

16.0 GENERAL MAINTENANCE, INSPECTION AND LITTER CONTROL

- 16.1 All trimmings, woodcuttings, trash, rubbish and debris must be promptly removed and disposed by Contractor from all sites during regular work schedule. All areas must remain free of trash and debris.
- 16.2 Areas must be policed and cleaned of debris and litter **DAILY** by the contractor. All hazards, potential hazards and damaged areas must be reported to the Park Superintendent immediately.
- 16.3 Trash receptacles provided by the City and located at various sites must be emptied **DAILY**. Contractor to provide trash liners. Excludes RECREATION PARK.
- 16.4 All lawns, ground cover areas, areas around shrubs and trees next to buildings, fences, benches, sidewalks, tot lots, playgrounds, sandboxes, curbs and gutters must be kept free from weeds, litter, rocks, glass and debris. Sand in play areas must be raked level on Monday, Wednesday, and Friday. Sand must be raked and moved under all playground equipment to provide a safe and soft landing in all fall zones. Sand must be inspected daily for the purpose of eliminating any broken pieces of glass, nails and other harmful debris. City supplies supplemental sand where thinning occurs.
- 16.5 All cracks in sidewalks, curbs, street gutters and other areas must be kept weeded.
- 16.6 Sidewalks and paved areas must be swept and cleaned of any dirt or soil that might be washed from adjacent slope or planted areas.
- 16.7 Any eroded places must be repaired by the replacement of topsoil to bring them back to original grade by the contractor.
- 16.8 Prune trees to allow for necessary clearances for pedestrian and vehicular circulation. Low branches on trees must be no lower than 13' over streets and 9' over sidewalks. Contractor to remove tree suckers and sprouts.
- 16.9 Area surrounding tree trunk in parks and Imperial strip must be clear of weeds and grasses for a minimum of a 3' radius. Contractor responsible to install/spread 2" mulch in this area on an as needed basis. City will provide mulch material.
- 16.10 All bare or open areas in shrub and ground cover beds must be covered by a minimum of two inches of organic mulch. Mulch supplied by the city and installed by contractor.
- 16.11 Playgrounds to be power washed on a weekly basis at Acacia Park, Washington Park, Holly Valley Park, Kansas Park, Candy cane Park, Sycamore Park, Recreation Park at Clubhouse playgrounds.

17.0 RUNOFF MITIGATION CONTROLS

- 17.1 Runoff containing sediment, vegetation, construction waste, and other pollutants from landscape sites, public right of ways and parking areas must be retained and controlled on site to the maximum extent practicable.
- 17.2 Any sediment or other materials, which are released from the site, must be removed and properly disposed of the same day or as soon as practicable. Where determined necessary by the Director of Recreation, Parks & Library or his or her designated representative, a temporary sediment barrier must be installed.
- 17.3 Excavated soil must be located on the site in a manner that minimizes the amount of sediment running into the street or adjoining properties.
- 17.4 Wash downs of trucks or other equipment is prohibited.

18.0 ADDITIONAL WORK

- 18.1 In the event that the City of El Segundo should require additional work beyond the demands of these specifications, the contractor must perform all work at a competitive price.
- 18.2 The contractor must be willing to provide a competitive price for additional areas that may be developed and clearly demonstrate the ability to properly maintain the expanded project.
- 18.3 The contractor should be prepared to provide extra manpower, trucks and equipment upon request of City representatives. Contractor must have the ability to receive and respond to emergency situations and must respond to call-outs within ninety (90) minutes.
- 18.4 The City of El Segundo must have the right to inspect all books and records pertaining to the contractor's charges to the City of El Segundo.

19.0 CONTRACT AND CANCELLATION CLAUSE

- 19.1 The contractor will be responsible to meet weekly with representatives from the Parks Division as assigned.
- 19.2 This contract will be subject to a thirty-day (30) termination in writing by the City of El Segundo or ninety-day (90) termination in writing by the contractor.
- 19.3 Each bidder in bidding must state its California license number of such bidder, as no bid will be accepted from a contractor who has not been licensed in accordance with the provisions of the laws of the State of California relating to licensing of contractors.

Contractor must have valid California C-27 Contractor's License.

- 19.4 The City of El Segundo reserves the right to eliminate, at any time, contractual bid items which include landscaped area or areas. Annual elimination of items will not exceed more than 15% of the total annual contract payment per year.

20.0 AREAS OF WORK AND RESPONSIBILITY

20.1 PARKS

- Acacia Park
- Candy Cane Park
- Constitution Park
- Freedom Park
- Hilltop Park
- Holly Valley Park
- Independence Park
- Holly Kansas Park (rake sand areas 3 times a week)
- Library Park
- Recreation Park (Mowing and edging only) Excludes ball field infields.
- Sycamore Park
- Washington Park
- Clutters Park

20.2 MEDIANS

- El Segundo Blvd – East of Pacific Coast Highway to Aviation
- Continental – North of El Segundo Blvd. to Mariposa
- Douglas Underpass – Transit Center to Park
- Grand Ave. – East of Pacific Coast Highway. to Nash
- Hughes Way – East of Pacific Coast Highway
- Maple Ave. – East of Pacific Coast Highway to Nash
- Rosecrans Ave. – East of Pacific Coast Highway to Aviation
- Pacific Coast Highway (Formerly Sepulveda) – North of Rosecrans Ave to Imperial Highway
- Nash Street - South of El Segundo Blvd. Maintenance to include street ROW landscape and median.

All paved median noses and paved areas to be kept weed free.

20.3 MISCELLANEOUS PROPERTIES

- Downtown District See Map
This area includes two city parking lots – Mariposa and Main, southwest corner, and Richmond and El Segundo, northeast corner. All landscaped planters and tree wells are Included on Grand Ave from Eucalyptus to Concord St., Main Street from Mariposa Ave. to El Segundo Blvd., Richmond from Holly Ave. to El Segundo Blvd. Flower Baskets at Downtown

District (120 Total) to be changed out 3 times a year. Contractor to supply plant material and Labor to change out. Plant material to be selected by city.

- Imperial Strip includes El Segundo entry sign at Main and Imperial Highway, Memory Row, El Segundo Dog Park, Clutter's Park See Map
Western limit 780 W. Imperial Ave to Eastern limit 1100 E. Imperial Ave. North limit Edge of pavement of Imperial Highway to the curb on Imperial Ave. on the South limit Trash to be picked up twice a day at all locations including the slope areas and street curb along Imperial Ave. Power wash Clutters Park monthly.
- Fire Station #2 2261 East Mariposa Ave.
- Facility Maintenance Yard 150 Illinois
- Campus El Segundo Soccer Facility, 2201 East Mariposa Ave.
Fields are synthetic turf. Not a part of this scope. Maintenance includes landscaped areas and daily trash pickup in all areas including soccer fields.
- Hilltop Reservoir on Lomita between Grand and Holly, edging ground cover and weed control around reservoir enclosure.
- Smoky Hollow Street clean up at angled parking. At 200 block California, Franklin, Oregon, Nevada. Perform twice a month remove weeds, remove trash, blow area, remove debris and dust.

21.0 CONTRACT PRICING AND ADJUSTMENTS

- 21.1 When due to weather, oversight or any other reason, a section(s) is not maintained as agreed to, the City will deduct the amount bid for this section(s) from the regular payment. For this reason, the contractor is encouraged to be careful when quoting each section on the bid form.
- 21.2 The City reserves the right to reject any itemized bid in total if, in the opinion of the Director of Recreation, Parks & Library, the price bid on any one or more individual section(s) appears to be in error, unreasonably out of line with the amount of work to be performed or may not be required.

22.0 RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Landscape Maintenance Services. Further, I attended the Pre-bid Conference, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the bid.

CITY OF EL SEGUNDO
 REQUEST FOR PROPOSAL # 24-06
 LANDSCAPE MAINTENANCE SERVICES

Bid Amounts:
 For landscape maintenance services, by location, as outlined in the specifications:

<u>AREA OF WORK RESPONSIBILITY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>
ACACIA PARK	_____	_____
CANDY CANE PARK	_____	_____
CONSTITUTION PARK	_____	_____
FREEDOM PARK	_____	_____
HILLTOP PARK	_____	_____
HOLLY VALLEY PARK	_____	_____
INDEPEDENCE PARK	_____	_____
HOLLY KANSAS PARK	_____	_____
LIBRARY PARK	_____	_____
RECREATION PARK	_____	_____
SYCAMORE PARK	_____	_____
WASHINGTON PARK	_____	_____
EL SEGUNDO BLVD. MEDIAN STRIP	_____	_____
CONTINENTAL MEDIAN STRIP	_____	_____
DOUGLAS UNDERPASS MEDIAN STRIP	_____	_____
GRAND AVE. MEDIAN STRIP	_____	_____
HUGHES WAY MEDIAN STRIP	_____	_____
MAPLE AVE. MEDIAN STRIP	_____	_____
ROSECRANS BLVD. MEDIAN STRIP	_____	_____
PACIFIC COAST HWY. MEDIAN STRIP	_____	_____
NASH STREET MEDIAN STRIP AND ROW	_____	_____
DOWNTOWN DISTRICT	_____	_____
IMPERIAL STRIP	_____	_____
FIRE STATION #2	_____	_____
CITY MAINTENANCE FACILITY	_____	_____
CAMPUS EL SEGUNDO	_____	_____
GOLF COURSE PARKING LOT and FRONTAGE	_____	_____
HILLTOP RESERVOIR	_____	_____
SMOKY HOLLOW STREETS CLEANUP	_____	_____

ALL AREAS SUBTOTAL WEEKLY: \$ _____

ALL AREAS TOTAL MONTHLY: \$ _____

GRAND TOTAL ANNUAL: \$ _____

CITY OF EL SEGUNDO
 REQUEST FOR PROPOSAL # 24-06
 LANDSCAPE MAINTENANCE SERVICES

The undersigned agrees to furnish above service in accordance with Notice Inviting Bids, Specification and Bid Form, which are intended to be read and interpreted as a whole.

Contractor's State License Number: _____

Bid submitted by (complete all blanks):

Company Name:	By (Print name & title):
Company Street Address:	Signature:
City, State, Zip:	Date:
Phone:	FAX:
Email:	Web site:
Terms: _____ % _____ days, net ___ days	Delivery: _____ days ARO

In order to fully evaluate service levels for each location against pricing quoted above, please provide in writing staffing levels for each site and total hours per day that you plan to provide each class of worker, i.e., crew and Leadworker / Supervisor.

23.0 VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder must also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three or more clients for whom you have been providing landscape maintenance services. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular functions/uses.

Contract administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract and resume of Supervisor, if awarded to your firm.

VENDOR QUESTIONNAIRE
(Continued)

Emergency information: List names and telephone numbers of persons that the City may need to contact in case of an emergency after hours, on weekends or holidays.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent full-time employee? What percentage of your staff is currently employed full-time on a permanent basis?

Employee benefits: What kind of employee benefits does your firm have to offer to employees? Are your part-time employees going to be paid on an hourly basis plus benefits?

Employment practices: Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury/illness prevention programs.

VENDOR QUESTIONNAIRE
(Continued)

Affiliations and accreditations: What are some of your firm's professional affiliations and accreditation's?

Business License: Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractor listed above.)

Certificate of Insurance: The Contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Bidder Requirements On-Site Services*). Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. A certificate of insurance must be furnished to the City within fourteen (14) days after notification of award.

Clarification, Exception or Deviation: Each bidder may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there is no clarification, exception or deviation indicated, it will be considered that none exists.

Contractor's State License: Include with your submittal a copy of your firm's current contractor's state license.

Exhibit A

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This MAINTENANCE AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and [ENTITY NAME], a _____ [LOCATION AND TYPE OF ENTITY, E.G., A CALIFORNIA CORPORATION] _____ ("CONSULTANT").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services an amount not to exceed \$_____, pursuant to the rates set forth in the attached Exhibit "A," which is incorporated by reference. CITY will remit payment promptly, but not later than 30 days after receiving any CONTRACTOR invoice.

2. **TERM.** The term of this Agreement will be _____, to _____. The Agreement may be renewed upon mutual consent of the parties.

3. SCOPE OF SERVICES.

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

4. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing

wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

- vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
 - vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

6. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR 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 (combined single)</u>
Commercial general 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. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such 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. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, 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.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR’s expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

7. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and

- B. CITY gives CONTRACTOR a written Notice to Proceed.

- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

INDEMNIFICATION.

- A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

9. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

10. NOTICES.

All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to CONTRACTOR:

Attention: Click here to enter text.
 phone
 email

If to CITY:

Attention: Click here to enter text.
 City of El Segundo
 Click here to enter text.
 Click here to enter text.
 phone
 email

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.

11. PROHIBITED USE OF ARTIFICIAL INTELLIGENCE.

- A. Restriction on Artificial Intelligence Usage. CONTRACTOR must not utilize, employ, or incorporate any form artificial intelligence, machine learning, or other similar technologies (collectively, "AI") in the provision of professional services in this Agreement without CITY's express written consent.
- B. Exclusions. The AI prohibition set forth directly above will not apply to general business tools and software that may have AI components but are not directly involved in the execution or delivery of professional services that this Agreement covers, provided that such tools and software do not significantly impact the quality or nature of such services.
- C. Notification. CONTRACTOR must promptly notify CITY, in writing, of any proposal to employ AI in connection its provision of services to the CITY under this Agreement. CITY will have the sole discretion to grant or deny such proposal.

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

13. WAIVER. 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.

14. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

15. SEVERABLE. 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.

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

17. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

18. 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.

19. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the El Segundo City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

20. 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. CONSULTANT warrants that its signatory (or signatories, as applicable) to this Agreement has the legal authority to enter this Agreement and bind CONSULTANT accordingly.

21. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

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

24. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting lead based stabilization. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL SEGUNDO
a general law city.

[ENTITY NAME]

Darrell George,
City Manager

Name

ATTEST:

Title

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

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

By: _____
Joaquin Vazquez, Assistant City Attorney



City Council Agenda Statement

Meeting Date: February 4, 2025

Agenda Heading: Staff Presentations

Item Number: D.11

TITLE:

Smoky Hollow Parking Project Alternatives

RECOMMENDATION:

1. Authorize staff to proceed with Alternative 1, which is signing and striping the parking spaces, striping the corner curb extensions, and installing plastic bollards.
2. Direct staff to return to City Council to consider other alternatives if the SBCCOG/Metro grant is not awarded.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

This project is not included in the adopted FY 2024-25 Budget. Further action may require additional appropriation or inclusion in future fiscal year transportation fund budgets. Staff has applied to the South Bay Cities Council of Governments (SBCCOG) for grant funding in the amount of \$8,000,000 (25% local match) for associated costs.

We anticipate the grant process will take approximately one year to be considered by the SBCCOG Metro Committee and ultimately would require approval by Metro.

BACKGROUND:

On October 2, 2018, City Council adopted the Smoky Hollow Specific Plan. A pilot parking project was authorized under this plan to add additional parking to the Smoky Hollow area. This pilot project was to alter three of the north/south streets (Nevada Street, Oregon Street, and California Street) generally from Grand Avenue to El Segundo Boulevard from a two-way operation to one-way streets, which would allow adding angled parking stalls along those streets as contemplated in the Smoky Hollow Specific Plan.

Smoky Hollow Parking Project Update

February 4, 2025

Page 2 of 3

This pilot project was substantially completed in December 2023. Subsequently, the City conducted community outreach in 2024 to gather feedback from local businesses and residents. The community feedback was positive. The City has developed conceptual design options for a follow-up project to implement permanent one-way street conversions for all north/south streets identified in the Smoky Hollow Specific Plan, with exception of Center Street. The design options for this project have been prepared by City consultant, KOA Corporation.

DISCUSSION:

This proposed parking project would convert ten north/south streets generally between Grand Avenue and El Segundo Boulevard within the Smoky Hollow area to one-way operation and increase on-street parking as contemplated in the Smoky Hollow Specific Plan. There are four alternative options to accomplish this conversion.

	Estimated Design & Construction Costs	Scope
Alternative 1	\$858,000	Signing and striping only. Painted corner curb extensions with plastic bollards.
Alternative 2	\$5,000,000	Signing and striping. Permanent concrete corner curb/sidewalk extensions.
Alternative 3	\$6,300,000	Signing and striping. Permanent concrete corner curb/sidewalk extensions, and roadway rehabilitation.
Alternative 4	\$6,600,000	Signing and striping. Permanent concrete corner curb/sidewalk extensions, roadway rehabilitation, and landscape & irrigation improvements at curb extensions.

Staff and the consultant firm made a presentation for this project to the Planning Commission on November 14, 2024, which was well received by the Planning Commissioners.

As was described in the Fiscal Impact section above, staff has already applied for a grant for Measure M funding from SBCCOG for the construction of this project. Pending approval of the grant, staff recommends City Council approval to proceed with Alternative 1 to expand the pilot program to the entire Smoky Hollow area which will create approximately 277 additional parking spaces. If this grant is awarded, staff will bring a funding agreement with Metro to the City Council for approval. However, if this

Smoky Hollow Parking Project Update

February 4, 2025

Page 3 of 3

grant is not awarded, then the project would have to be funded as part of the Capital Improvement Project (CIP) program. The CIP Program includes future local return transportation funds (Measure M, Measure R, Gas Tax) which will take several years to accrue the needed funds for this project. General funds can also be applied toward the project, which would have to be approved by the City Council.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

Strategy D: Improve mobility and transportation throughout the City.

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy D: Implement community planning, land use, and enforcement policies that encourage growth while preserving El Segundo's quality of life and small-town character.

PREPARED BY:

James Rice, Associate Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None