



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 18, 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 REAL PROPERTY NEGOTIATOR (GOV’T CODE §54956.8): - 1- MATTER(S)

1. Covenant Restrictions and Easements Owned by Chevron, USA Throughout the City of El Segundo.
City of El Segundo Property Negotiator - Darrell George, City Manager
Chevron, USA Property Negotiator - Todd Littleworth, Senior Counsel

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

INVOCATION – Father Alexei Smith, St. Andrew's Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE - Opening Flag Ceremony and Pledge of Allegiance by Boy Scout Troop 267

SPECIAL PRESENTATIONS

1. Boy Scout Troop 267 100th Anniversary Commendation

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 minutes of February 4, 2025.
2. Alternatively, discuss and take other action related to this item.

3. Warrant Demand Register for January 20, 2025 Through February 2, 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 numbers 14B and 15A: warrant numbers 3054047 through 3054235, and 9003296 through 9003300.
3. Alternatively, discuss and take other action related to this item.

4. Second Reading of an Ordinance Amending El Segundo Municipal Code Regulations Regarding Right-Of-Way Dedications and Fees, Accessory Dwelling Unit Standards and Fees, and Public Notification Requirements for Certain Ordinances

Recommendation -

1. Waive the second reading and adopt an ordinance amending the El Segundo Municipal Code, amending El Segundo Municipal Code Regulations regarding right-of-way dedications and fees, accessory dwelling unit standards and fees, and public notification requirements for certain ordinances and finding that the ordinance requires no additional environmental review under California Environmental Quality Act Guidelines § 15061(b)(3).
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. Notice of Completion for the FY 2024-25 Concrete Improvements Project No. PW 24-09

Recommendation -

1. Accept FY 2024-25 Concrete Improvements Project No. PW 24-09, by CJ Concrete Construction, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

7. Resolution Adopting a Citywide Records Retention Schedule

Recommendation -

1. Adopt a resolution updating the City's records retention schedule.
2. Alternatively, discuss and take other action related to this item.

8. Resolution Modifying Rules and Regulations in City Manager Administrative Order No. 1 to Address Los Angeles County Fire-Related Emergencies

Recommendation -

1. Discuss and consider status of Administrative Order No. 1.
2. Adopt a resolution modifying Administrative Order No. 1 to continue the suspension of transient occupancy tax for displaced individuals occupying "extended stay" hotels/motels through April 13, 2025 and eliminate the balance of allowances and restrictions in the order.
3. Alternatively, discuss and take other action related to this item.

9. Notice of Completion for Water Main Improvements Project No. PW 23-15 and Amendment to Professional Services Agreement for Associated Construction Inspection Services

Recommendation -

-
1. Accept the Water Main Improvements Project No. PW 23-15 by Dominguez General Engineering, Inc. as complete, for improvements along California Street, Sycamore Avenue, Palm Avenue, and Elm Avenue.
 2. Authorize an increase in the construction inspection contingencies by \$16,398.26 and authorize the City Manager to amend the Professional Service Agreement with Anser Advisory Management, LLC from \$105,000 to \$121,398.26.
 3. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
 4. Alternatively, discuss and take other action related to this item.

10. Waiver of Commercial Auto Insurance Requirement for Qualifying City Recreation, Park, and Library Department Contractors and Vendors Pursuant to City Council Resolution No. 4813

Recommendation -

1. Waive the City's commercial auto insurance requirement for qualifying Recreation, Park, and Library Department contractors and vendors with "low risk" scopes of work, pursuant to City Council Resolution No. 4813, Section 4, and delegate authority to determine the eligibility of waiver to the City Manager or designee, in consultation with Risk Management and the City Attorney, based upon the specified criteria.
2. Direct staff to ensure that the strongest comprehensive indemnification, release, waiver, defense, and hold harmless language is in the agreements for contractors and vendors that qualify for the commercial auto insurance waiver.
3. Alternatively, discuss and take other action related to this item.

11. Request From El Segundo Unified School District to Temporarily Use City Facilities for Arena High School Instruction

Recommendation -

1. Approve the request from El Segundo Unified School District to temporarily use City facilities for Arena High School instruction from March 1, 2025 through June 13, 2025 and August 22, 2025 through March 1, 2026.
2. Authorize the City Manager to execute an agreement for the temporary use in a form approved by the City Attorney.

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

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

12. PATCHES (Proactive Approach to Combatting Homelessness in El Segundo) Program Quarterly Update

Recommendation -

1. Receive and file the PATCHES Program update.
2. Alternatively, discuss and take other possible action related to this item.

13. Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report

Recommendation -

1. Receive and file the FY 2024-25 Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report.
2. Amend FY 2024-25 Cultural Development Fund Revenues from \$250,000 to \$255,000.
3. Amend FY 2024-25 General Fund Appropriations from \$98,990,357 to \$99,386,651.
4. Amend FY 2024-25 Other Special Revenue Appropriations from \$2,232,535 to \$2,237,535.
5. Amend FY 2024-25 Cultural Development (Trust) Fund Appropriations from \$272,604 to \$277,604.
6. Alternatively, discuss and take other actions related to this item.

14. Professional Services Agreement With MIG in an Amount Not-To-Exceed \$887,479 to Update the El Segundo General Plan Land Use Element

Recommendation -

1. Appropriate an additional \$87,479, and authorize the City Manager to execute a contract with MIG in an amount not-to-exceed \$887,479 to update the City's General Plan Land Use Element.
2. Establish a Technical Advisory Committee, comprised of City Department and City Commission/Committee representatives.
3. Alternatively, discuss and take other action related to this item.

15. Discussion and Consideration of a Building Permit Fee and Development Impact Fee Deferral Program

Recommendation -

1. Discuss and provide staff direction regarding the proposed building permit fee and development impact fee deferral program.
2. Alternatively, discuss and take other action related to this item.

16. Update on Urho Saari Swim Stadium / Plunge Renovation Project, Amendment to Professional Services Agreement with Arcadis, and Amendment to Facilities Use Agreement With El Segundo Unified School District

Recommendation -

1. Receive and file presentation.
2. Authorize the City Manager to execute an amendment to the Professional Services [Agreement No. 6865](#) with Arcadis for \$104,000 for construction administration support during the construction phase and authorize an additional \$50,000 for contingency.
3. Authorize the City Manager to execute the amendment to the Facilities Use [Agreement No. 5586](#) between the El Segundo Unified School District and the City of El Segundo to expedite the District's \$1,000,000 contribution to the renovation.
4. Alternatively, discuss and take other action related to this item.

17. Non-Exclusive Commerical Franchise Update

Recommendation -

1. Authorize the Mayor to execute non-exclusive franchise agreements for the provision of commercial waste management services with Athens Services, American Reclamation, EDCO, Haul-Away Rubbish Service Co., Inc., Key Disposal & Recycling, Patriot Services, Republic Services, Universal Waste Systems, Ware Disposal, and Waste Management.
2. Alternatively, discuss and take other possible actions related to this item.

18. First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 5-2 to Establish a Franchise-Based Model for Solid Waste Management

Recommendation -

1. Introduce and waive the first reading of an ordinance to amend Title 5, Chapter 2 of the El Segundo Municipal Code to provide for the

franchising of commercial/multi-family solid waste, recyclables, and organics collection and transportation services, remove provisions authorizing the issuance of commercial/multi-family solid waste collection and transportation permits, add provisions for the permitting of temporary roll-off/bin service providers, and find such actions exempt from the California Environmental Quality Act under Guidelines section 15061(b)(3).

2. Alternatively, discuss and take other possible 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

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: February 13, 2025

TIME: 6:30 PM

BY: Susan Truax, City Clerk

Commendation

City of El Segundo, California



WHEREAS, **Boy Scout Troop 267** has been an integral part of the El Segundo community for 100 years, fostering leadership, character development, and outdoor skills among generations of young people; and

WHEREAS, Since its early beginnings, over a century ago, Troop 267 has upheld the values of the Scout Oath and Scout Law, instilling in its members the importance of duty to God and country, service to others, and personal integrity; and

WHEREAS, The dedicated scouts, leaders, and volunteers of Troop 267 have made significant contributions to the community through service projects, environmental conservation efforts, and civic engagement; and

WHEREAS, The scouts of Troop 267 have left an enduring legacy through their commitment to service, leadership, and civic responsibility, ensuring that their contributions will continue to benefit the community for generations to come; and

WHEREAS, Troop 267 continues to provide a welcoming and enriching environment that teaches teamwork, responsibility, and leadership skills, shaping future generations of community leaders.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby recognize and commend **Boy Scout Troop 267** on the occasion of its **100th Anniversary**, celebrating its rich history, outstanding achievements, and continued service to our city. The City of El Segundo expresses its deepest gratitude to the scouts, leaders, parents, and supporters who have contributed to Troop 267's success and impact over the past century.

Ryan Baldino
Mayor Pro Tem

Chris Pimentel
Mayor

Drew Boyles
Councilmember

Lance Giroux
Councilmember

Michelle Keldorf
Councilmember

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, February 4, 2025

CLOSED SESSION – Mayor Pimentel called the meeting to order at 5:00 PM

ROLL CALL

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

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

SPECIAL ORDERS OF BUSINESS:

Mayor Pimentel announced that Council would be meeting in closed session pursuant to the item listed on the agenda.

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

Adjourned at 5:55 PM

Minutes are prepared and ordered to correspond to the agenda.

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

ROLL CALL

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

INVOCATION – Pastor Rob McKenna, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS:

1. Black History Month Proclamation – Accepted by ESUSD School Board Member Dieema Foley Wheaton

PUBLIC COMMUNICATIONS – (Related to City Business Only – 3-minute limit per person, 30-minute limit total)

Jack Ashworth, resident, commented on Item #D9, the DEI Committee

John Pickhaver, resident, commented on Item #D9, in support of the DEI Committee

Anya Goldstein, resident, commented on Item #D9, in support of the DEI Committee

Wallace Maguire, resident, commented on Item #D9, in support of the DEI Committee

Keith Puckett, resident, commented on Item #D9, in support of the DEI Committee

Michele Toti Leach, resident, commented on Item #D9, in support of the DEI Committee

Christina M. Vazquez, resident, commented on Item #D9, in support of the DEI Committee

Kelly Stuart (read statement on behalf of resident Neil Cadman, resident), commented on Item #D9, in support of the DEI Committee

Genesis Puckett, resident, commented on Item #D9, in support of the DEI Committee

Robert Koran – Disputed application rejection from (El Segundo Volunteer Police) ESVP Program

CITY MANAGER FOLLOW-UP COMMENTS:

Council Member Giroux addressed concerns about Council’s commitment to the DEI Committee brought up during Public Comment.

Mayor Pro Tem Baldino thanked everyone for their comments and concerns, and commented that everyone is welcome to live in El Segundo.

Council Member Keldorf asked for grace in dealing with DEI at the local level.

- 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. 4/0

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

- B. CONSENT:

2. Approve regular City Council meeting minutes of January 21, 2025. (Fiscal Impact: None)

3. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and wire transfers. Approve Warrant Demand Register number 13C and 14A: warrant numbers 3053873 through 3054046, and 9003291 through 9003295.

EL SEGUNDO CITY COUNCIL MEETING MINUTES

FEBRUARY 4, 2025

PAGE 2

(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.)

4. Approve proposed Recreation Program Scholarship Program.
(Fiscal Impact: up to \$6,000.)
5. 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 completion of the work, up to \$300,000.)
6. Waive the second reading and adopt ordinance #1667 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.
(Fiscal Impact: None.)
7. Waive the second reading and adopt ordinance #1666 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.
(Fiscal Impact: None.)

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

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

C. PUBLIC HEARING:

8. Conduct a public hearing. 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). Schedule the ordinance's second reading

for the February 18, 2025 City Council meeting or as soon thereafter may be heard.
(Fiscal Impact: None.)

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

Community Development Principal Planner Paul Samaris reported on the item.

Public Input: None

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Keldorf to close the Public Hearing item 8. MOTION PASSED. 4/0

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

Council discussion

City Attorney Mark Hensley read by title only:

DRAFT ORDINANCE NO. 1668

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 THE CEQA GUIDELINES

There was Council consensus to update the language in Section 6 for accuracy, as the review exemption is based on the determination of the California Department of Housing and Community Development and the state legislature, not the El Segundo City Council.

MOTION by Council Member Keldorf, SECONDED by Mayor Pro Tem Baldino, approving Public Hearing item 8 with recommended revisions. MOTION PASSED. 4/0

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

D. STAFF PRESENTATIONS:

9. Review and approve the proposed DEI Annual Work Plan. Approve proposed DEI Committee bylaw changes related to establishing a quorum. Discuss and possibly approve amending the DEI Committee bylaws related to changing meeting frequency from monthly to quarterly. 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.
(Fiscal Impact: None)

Parks, Recreation, and Library Director Aly Mancini, DEI Committee Chairman Christibelle Villena, and Vice Chair Sean O'Brien reported on the item.

Council discussion

MOTION by Council Member Giroux, SECONDED by Council Member Keldorf to approve as amended the proposed DEI Committee Work Plan and approve bylaw changes related to establishing a quorum. MOTION PASSED. 4/0

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

Consensus to continue DEI Committee meetings on a monthly schedule. Consensus to conclude in May the one-year pilot program to have two ESUSD representatives on the DEI Committee.

City Clerk was given direction to announce openings on the DEI Committee.

10. 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.
(Fiscal Impact: The FY 2024-25 adopted budget includes \$436,295 in landscape maintenance services. If the bid proposals come in higher than the current budget, additional budget appropriation would be necessary.)

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

Council discussion

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Giroux to 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.

MOTION PASSED 4/0.

AYES: Baldino, Giroux, Keldorf, Pimentel

NOES: None

ABSTENTIONS: None

ABSENT: Boyles

11. Authorize staff to proceed with Smoky Hollow Parking Project Alternative 1, which is signing and striping the parking spaces, striping the corner curb extensions, and installing plastic bollards. Direct staff to return to City Council to consider other alternatives if the SBCCOG/Metro grant is not awarded.
(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. It is anticipated the grant process will take approximately one year to be considered by the SBCCOG Metro Committee and ultimately would require approval by Metro.)

Public Works Director Elias Sassoon and Giuseppe Canzonieri, Director of Engineering from KOA Corporation presented the item.

Council discussion

MOTION by Mayor Pimentel to proceed with Smoky Hollow Parking Project Alternative 1, followed by an application for Measure M funding for Alternative 4. There was NO SECOND, and therefore NO VOTE WAS TAKEN.

Council consensus to direct staff to re-evaluate this item in six month's time.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

F. REPORTS – CITY CLERK – Will attend City Clerk's Association of California Nuts and Bolts training on Thursday and Friday in Brea.

G. REPORTS – COUNCIL MEMBERS –

Council Member Keldorf – No report

Council Member Giroux – Council participated in a walk-through at the Plunge (the Urho Saari Swim Stadium) to view progress of the project, which currently is on pace to be completed by the end of the year.

Council Member Boyles - Absent

Mayor Pro Tem Baldino – Attended Aquatics Committee meeting for Plunge improvements on January 27. Agendas now will include a schedule for Plunge repairs and a list of change orders and associated costs. Mentioned the Aquatics Center will be closed for repairs during July and August. Attended the TMC Capital ribbon cutting. Encouraged people to get involved and apply for positions on El Segundo's Committees, Commissions, and Boards, specifically the Planning Commission and the DEI Committee.

Mayor Pimentel – Will attend COG Transportation subcommittee meeting next week, at which cities will weigh in on the matching funds policy. Attended a Sanitation meeting last week where the committee discussed federal funding for design, which is now in question; discussed the status of litigation to which the City is a party has been appealed and sent to the California Supreme Court; announced Los Angeles County has issued an RFP to fill the General Council position. There will be an AQMD City Selection vote on Thursday for candidates

for AQMD. Attended the Resilient Engineering Conference for Cities. Encouraged Council Members to review Council of Governments (COG) opportunities to serve on various elected boards, such as SCAG administrative boards, such as the Economic Development or Housing committee.

12. Sought Council direction as to placing an item on an upcoming agenda regarding whether the City of El Segundo, a General Law City, should explore becoming a Charter City. Council consensus to give direction to the City Attorney to prepare Pros and Cons and add to future agenda for consideration.

13. Sought Council direction as to whether to place an item on an upcoming agenda regarding taking action to rescind Measure C (Sales Tax Measure). There was no consensus to take action to rescind Measure C.

Council discussion

- I. REPORTS – City Attorney – No report
- J. REPORTS/FOLLOW-UP – City Manager – Participated in a walk-through tour of the new 1,200-seat CinemaWest Beach Cities theater complex, (formerly the ArcLight Theaters) which will open to the public at the end of next week. In the last two weeks there have been 17 odor complaints at Hyperion, which was issued a notice of violation on January 23 regarding the recent power outage’s impact on the plant’s equipment in the truck load out area; on January 28 bulkheads were installed at Primary Battery C in preparation for a gate replacement.

MEMORIAL – Joan Kelly, long-time resident, founder of the Kelly School of Traditional Irish Dance, and mother of three, including former Council Member Carol Kelly Pirsztuk.

Adjourned at 8:45 PM

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.3

TITLE:

Warrant Demand Register for January 20, 2025 Through February 2, 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 numbers 14B and 15A: warrant numbers 3054047 through 3054235, and 9003296 through 9003300.
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 \$1,876,761.68 (\$1,343,204.08 in check warrants and \$533,557.60 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 18, 2025

Page 2 of 2

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 14b - summary
2. Register 15a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

DATE OF APPROVAL: AS OF 2/4/25

REGISTER # 14b

3054047 - 3054131
9003296 - 9003297

001	GENERAL FUND	230,602.68
003	EXPENDABLE TRUST FUND - OTHER	2,000.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	576.00
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	877.88
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	99,999.62
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	38.01
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	187.50
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	29,675.85
502	WASTEWATER FUND	163,083.67
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	471.34
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	600.00
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	528,176.81

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 3054132 & 3054133

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]
1/28/25

[Handwritten Signature]
1-30-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 01/20/25 THROUGH 01/26/25**

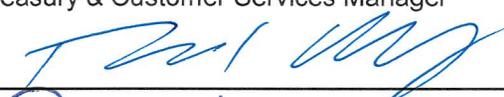
<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/23/2025	ExpertPay	2,936.21	EFT Child support payment
01/13/25-01/19/25	Workers Comp Activity	13,077.62	Corvel checks issued/(voided)
01/13/25-01/19/25	Liability Trust - Claims	7,152.50	Claim checks issued/(voided)
01/13/25-01/19/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>23,166.33</u>	

DATE OF RATIFICATION: 01/24/25

TOTAL PAYMENTS BY WIRE:

23,166.33

Certified as to the accuracy of the wire transfers by:

	<u>1/24/25</u>
Treasury & Customer Services Manager	Date
	<u>1/28/25</u>
Chief Financial Officer	Date
	<u>1-30-25</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 2/4/25
REGISTER # 14b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,530.05
1201	City Treasurer	121.73
1300	City Clerk	588.11
2101	City Manager	8,617.12
2102	Communications	10,782.30
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	7,513.16
2402	Planning	140.96
2405	Human and Health Services	40.24
2500	Administrative Services	18,686.95
2601	Government Buildings	24,437.39
2900	Nondepartmental	2,319.90
6100	Library	3,789.16
		<hr/> 78,567.07
PUBLIC SAFETY		
3100	Police	20,106.00
3200	Fire	40,913.66
2403	Building Safety	308.74
2404	Plng/Bldg Sfty Administration	175.85
		<hr/> 61,504.25
PUBLIC WORKS		
4101	Engineering	292.52
4200	Streets	59,564.65
4300	Wastewater	
4601	Equipment Maintenance	2,938.72
4801	Administration	432.13
		<hr/> 63,228.02
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	23,880.32
5400	CAMPS	
		<hr/> 23,880.32
EXPENDITURES		
	CAPITAL IMPROVEMENT	187.50
	ALL OTHER ACCOUNTS	300,809.65
	TOTAL WARRANTS	<hr/> <hr/> 528,176.81

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

DATE OF APPROVAL: AS OF 2/18/25

REGISTER # 15a

3054134 - 3054235		
9003298 - 9003300		
001	GENERAL FUND	299,455.56
003	EXPENDABLE TRUST FUND - OTHER	5,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	2.87
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	3,588.37
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	36,811.88
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	99,856.98
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	861.95
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	765.92
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	58,739.90
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	126,996.84
502	WASTEWATER FUND	118,113.50
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	64,430.49
602	LIABILITY INSURANCE	7.63
603	WORKERS COMP. RESERVE/INSURANCE	7.75
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	81.16
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	6.47
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	815,027.27

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:

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]
2/3/25

[Handwritten Signature]
2-4-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 01/27/25 THROUGH 02/02/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/27/2025	Cal Pers	50,091.37	EFT Retirement Safety Police Classic - 1st Tier 28
1/27/2025	Cal Pers	59,445.91	EFT Retirement Misc - PEPRA New 26013
1/27/2025	Cal Pers	57,175.19	EFT Retirement Safety Fire- Classic 30168
1/27/2025	Cal Pers	40,270.72	EFT Retirement Safety-Police-PEPRA New 25021
1/27/2025	Cal Pers	32,921.28	EFT Retirement Misc - Classic 27
1/27/2025	Cal Pers	24,888.08	EFT Retirement Safety-Fire-PEPRA New 25020
1/27/2025	Cal Pers	20,709.61	EFT Retirement Sfty Police Classic-2nd Tier 30169
1/27/2025	Cal Pers	46,526.75	FY2024-2025 Unfunded Acc'd Liab-Police 1st Tier 28
1/27/2025	Cal Pers	39,781.42	FY2024-2025 Unfunded Acc'd Liab-Fire Classic 30168
1/27/2025	Cal Pers	30,991.00	FY2024-2025 Unfunded Acc'd Liab-Misc Classic 27
1/31/2025	CA Infrastructure Bank	68,561.43	Semi Annual Infrastructure payment
1/31/2025	California EDD	6,488.00	Unemployment Insurance
1/31/2025	Mission Square	3,834.23	457 payment Vantagepoint
1/31/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
1/31/2025	ExpertPay	2,936.21	EFT Child support payment
01/20/25-01/26/25	Workers Comp Activity	24,085.87	Corvel checks issued/(voided)
01/20/25-01/26/25	Liability Trust - Claims	561.00	Claim checks issued/(voided)
01/20/25-01/26/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>510,391.27</u>	

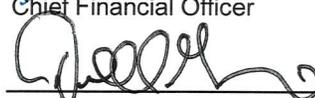
**DATE OF RATIFICATION: 01/31/25
 TOTAL PAYMENTS BY WIRE:**

510,391.27

Certified as to the accuracy of the wire transfers by:


 Treasury & Customer Services Manager 1/31/25
 Date


 Chief Financial Officer 2/3/25
 Date


 City Manager 2-4-25
 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 2/18/25
REGISTER # 15a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	181.11
1201	City Treasurer	11.39
1300	City Clerk	28.66
2101	City Manager	163.83
2102	Communications	
2103	El Segundo Media	919.39
2201	City Attorney	
2401	Economic Development	4,999.00
2402	Planning	50.00
2405	Human and Health Services	
2500	Administrative Services	13,973.74
2601	Government Buildings	47,618.31
2900	Nondepartmental	30,012.46
6100	Library	7,517.29
		<hr/> 105,475.18
PUBLIC SAFETY		
3100	Police	36,545.08
3200	Fire	47,669.77
2403	Building Safety	(94.61)
2404	Plng/Bldg Sfty Administration	176.74
		<hr/> 84,296.98
PUBLIC WORKS		
4101	Engineering	5,920.42
4200	Streets	49,444.91
4300	Wastewater	1,005.64
4601	Equipment Maintenance	1,054.75
4801	Administration	98.29
		<hr/> 57,524.01
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	24,267.23
5400	CAMPS	
		<hr/> 24,267.23
EXPENDITURES		
	CAPITAL IMPROVEMENT	58,739.90
	ALL OTHER ACCOUNTS	484,723.97
	TOTAL WARRANTS	<hr/> <hr/> 815,027.27



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.4

TITLE:

Second Reading of an Ordinance Amending El Segundo Municipal Code Regulations Regarding Right-Of-Way Dedications and Fees, Accessory Dwelling Unit Standards and Fees, and Public Notification Requirements for Certain Ordinances

RECOMMENDATION:

1. Waive the second reading and adopt an ordinance amending the El Segundo Municipal Code, amending El Segundo Municipal Code Regulations regarding right-of-way dedications and fees, accessory dwelling unit standards and fees, and public notification requirements for certain ordinances and finding that the ordinance requires no additional environmental review under California Environmental Quality Act Guidelines § 15061(b)(3).
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On February 4, 2025, the City Council considered a draft ordinance amending the El Segundo Municipal Code (ESMC) regulations regarding right-of-way dedications and fees, accessory dwelling unit standards and fees, and public notification requirements for certain ordinances. At the conclusion of the public hearing, the City Council introduced the draft ordinance and scheduled a second reading for February 18, 2025.

DISCUSSION:

The Council may waive the second reading and adopt the Ordinance. If the Ordinance is adopted by the City Council at its February 18, 2025 meeting, the effective date of the Ordinance will be March 20, 2025, which is 30 days from the adoption date. Revisions

Environmental Assessment No. EA 1378
Zone Text Amendment for State Law Compliance
February 18, 2025
Page 2 of 2

to Section 5 of the Ordinance were made reflecting City Council direction related to compliance with the California Environmental Quality Act.

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. Ordinance 1668

ORDINANCE NO. 1668

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. This finding is based upon the determination by the State Department of Housing and Community Development and the State legislature that the City is required to adopt these regulations.

SECTION 6: El Segundo Municipal Code (“ESMC”) Chapter 15-4E (Accessory Dwelling Units) is amended as follows (deleted language is shown in ~~striketrough~~ 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-~~4~~5: Application Process; Fees
- 15-4E-~~5~~6: Utility Connections

15-4E-1: PURPOSE; FINDINGS:

This article is adopted pursuant to Government Code section ~~65852-266314~~ 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. 1668 was duly introduced by said City Council at a regular meeting held on the 4th day of February 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 18th day of February, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.5

TITLE:

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.

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. 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.

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

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

February 18, 2025

Page 2 of 3

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

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

**Continue Emergency Action for the Permanent Repair of the City of El Segundo
Wiseburn Aquatics Center Pool Heaters
February 18, 2025
Page 3 of 3**

PREPARED BY:

Cheryl Ebert, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.6

TITLE:

Notice of Completion for the FY 2024-25 Concrete Improvements Project No. PW 24-09

RECOMMENDATION:

1. Accept FY 2024-25 Concrete Improvements Project No. PW 24-09, by CJ Concrete Construction, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The final project construction cost is \$169,951. Remaining funds will go back into the Gas Tax Fund reserve to fund future projects.

Included in the adopted FY 2024-25 budget.

Amount Budgeted: \$195,880

Additional Appropriation: No.

Account Number(s): 106-400-8203-8606 (Sidewalk Repair - Gas Tax Fund)

BACKGROUND:

On September 3, 2024, City Council awarded a construction contract to CJ Concrete Construction, Inc. in the amount of \$178,073 and approved a construction contingency in the amount of \$17,807. The project scope was to repair defective sidewalks, curbs, gutters, driveway approaches, and curb ramps throughout the City, thus eliminating potential trip hazards, ensuring public safety, and restoring proper drainage flows.

Concrete Improvements Project

February 18, 2025

Page 2 of 2

DISCUSSION:

Construction began November 4 and was completed by CJ Concrete Construction, Inc. on December 17, 2024. The final construction cost is \$169,951. The project was completed under budget and the unspent amount will be returned to the source fund for future projects.

Staff respectfully recommends that City Council accepts the work performed by CJ Concrete Construction, Inc. for the FY 2024-25 Concrete Improvements Project, and authorize the City Clerk to file a Notice of Completion with the County Recorder's office.

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.

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

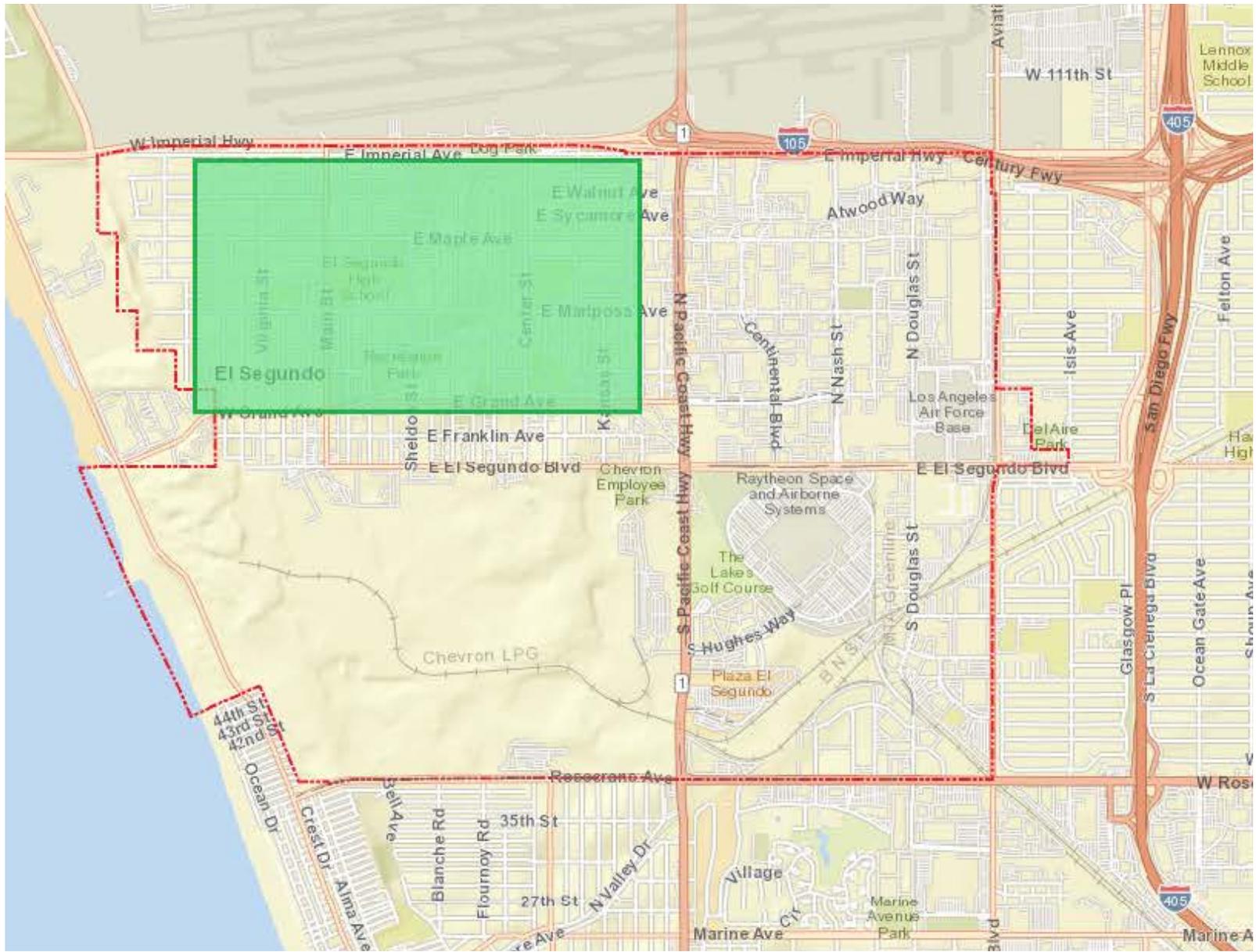
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 24-09
2. Location Map PW 24-09
3. Notice of Completion PW 24-09



Vicinity Map

PW 24-09: FY 2024-25 Concrete Improvements Project



6,018.7 0 3,009.33 6,018.7 Feet

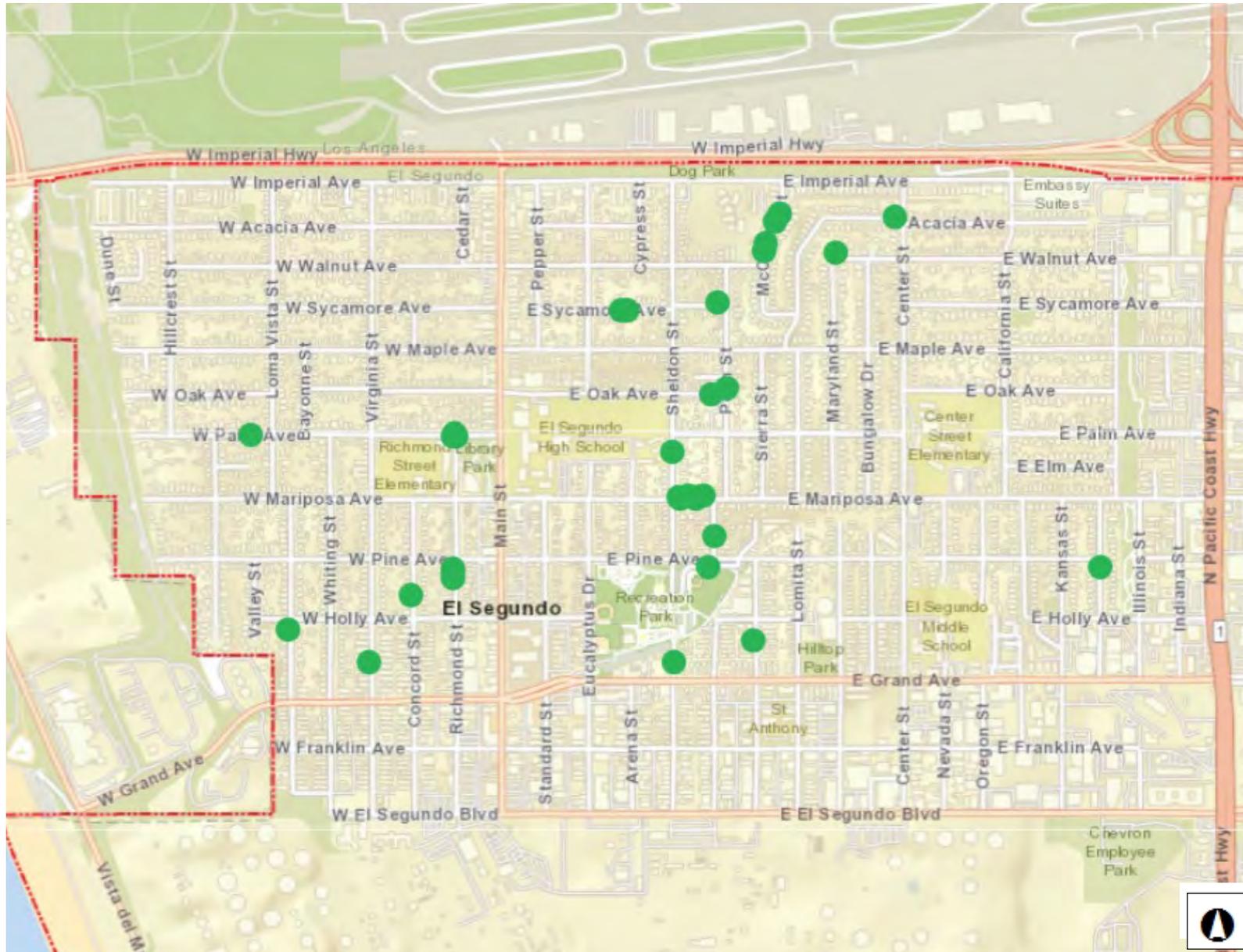
WGS_1984_Web_Mercator_Auxiliary_Sphere

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



Location Map

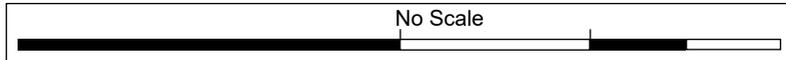
PW 24-09: FY 2024-25 Concrete Improvements Project



Legend

- City boundary
- Concrete repair locations

Notes



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

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: FY 2024-25 Concrete Improvements Project

Project No. PW 24-09

Contract No. 7088

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on December 19, 2024. The work done was: FY 2024-25 Concrete Improvements Project.
6. On February 18, 2025, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: CJ Concrete Construction, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows:
 - Various public property sidewalks, curbs, gutters, driveway approaches, and curb ramps.
9. The street address of said property is: N/A.

City of El Segundo

Dated: _____, 2025

Elias Sassoon
Public Works Director

VERIFICATION

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

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

Executed on _____, 2025 at El Segundo, California.

City of El Segundo

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.7

TITLE:

Resolution Adopting a Citywide Records Retention Schedule

RECOMMENDATION:

1. Adopt a resolution updating the City's records retention schedule.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Over time, the City will realize General Fund operational savings in reduced storage expenses and improved operational efficiency. The amount of budgetary savings related to reduced storage expense is to be determined, but could be in the range of \$500 - \$1,200 per month.

BACKGROUND:

The City Clerk's office, in consultation with its consultant Gladwell Governmental Services, Inc. ("Gladwell"), prepared a comprehensive update to the City's records retention schedule ("Retention Schedule"), which determines how long the City must keep electronic or physical copies of City documents. Different schedules are outlined with respect to each City department. The City Council approved the updated Retention Schedule, with significant revisions, upon its adoption of Resolution No. 5476 on May 7, 2024 . The City Clerk has annually presented minor adjustments to this schedule for City Council review and approval.

DISCUSSION:

To ensure ongoing legal compliance of the City's Retention Schedule, staff, in consultation with Gladwell, conducted an annual review and identified necessary updates in accordance with state law.

Updates to Citywide Records Retention Schedule

February 18, 2025

Page 2 of 2

The following departments' retention schedules were updated and/or modified, to ensure ongoing legal compliance:

- Citywide Standards
- City Clerk
- Fire
- Human Resources
- Police
- Public Works

The underlying policy approach for approving and destroying records following the expiration of a retention requirement will remain the same, i.e., the City Clerk may dispose of records based on the intervals listed in the Retention Schedule, upon City Manager's request and written City Attorney authorization.

The proposed resolution would adopt the updated retention schedule and authorize the City Clerk to make minor updates to the City's Retention Schedule, in consultation with the City Attorney.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy B: Improve organizational excellence by implementing processes and tools that facilitate data collection and analysis while promoting data-driven decision-making.

PREPARED BY:

Lili Sandoval, Deputy City Clerk

REVIEWED BY:

Susan Truax, City Clerk

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 2025 Records Retention Resolution
2. Records Retention Schedule FY 2024_2025

RESOLUTION NO.

A RESOLUTION ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE FOR CITY DOCUMENTS.

BE IT RESOLVED by the Council of the City of El Segundo as follows

SECTION 1. The City Council finds as follows

- A. Keeping and maintaining public records that are unnecessary or duplicative results in the consumption of public resources including money, time, and space,
- B. Government Code §§ 34090, *et seq* establish methods by which the City may approve the destruction of unneeded documents,
- C. It is in the public interest to reduce the City's cost for storing documents while, at the same time, ensuring that the City preserves those records that are required to conduct City business.

SECTION 2 As used in this Resolution; "record" has the same definition as set forth in Government Code § 6252.

SECTION 3 Pursuant to Government Code § 34090, the City Council approves the Citywide records retention schedule in attached Exhibit "A," which is incorporated by reference, and authorizes the City Clerk to dispose of records according to the time intervals listed in that schedule upon the request of the City Manager, or designee, and the written approval of the City Attorney.

SECTION 4 Notwithstanding the records retention schedule adopted by this Resolution, the City Clerk may, upon complying with the provisions of Government Code § 34090.5, dispose of documents in any legal manner without the further approval of the City Council or City Attorney.

SECTION 5 Upon destroying any documents in accord with this Resolution, the City Clerk is directed to complete a certificate verifying the destruction of such records and file the certificate with the City's official records.

SECTION 6 The City Clerk is directed to certify the adoption of this Resolution, record this Resolution, in the book of the City's original resolutions, and make a minute of the adoption of the Resolution in the City Council's records and minutes of this meeting.

SECTION 7 The City Clerk is authorized to make periodic updates to Exhibit “A” in consultation with the City Attorney, however, the City Council must approve major modifications to the records retention policy.

SECTION 8 This Resolution will become effective immediately upon adoption and remain in effect until repealed or superseded. Resolution No. 5476 and any other Resolution adopting a records retention schedule is repealed and superseded by this Resolution.

PASSED AND ADOPTED this 18th day of February, 2025.

Chris Pimentel, Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City of El Segundo Records Retention Schedule

Link:

<https://www.elsegundo.org/home/showdocument?id=10272&t=638749567995419040>



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.8

TITLE:

Resolution Modifying Rules and Regulations in City Manager Administrative Order No. 1 to Address Los Angeles County Fire-Related Emergencies

RECOMMENDATION:

1. Discuss and consider status of Administrative Order No. 1.
2. Adopt a resolution modifying Administrative Order No. 1 to continue the suspension of transient occupancy tax for displaced individuals occupying "extended stay" hotels/motels through April 13, 2025 and eliminate the balance of allowances and restrictions in the order.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact due to the Administrative Order is difficult to forecast at this time as Transient Occupancy Tax (TOT) collection is analyzed on a quarterly basis. If the City Council continues with the suspension of the TOT, the City will forgo the 12% TOT revenue.

BACKGROUND:

Under El Segundo Municipal Code (ESMC) § 2-2-5, if there is "proclamation of a 'state of emergency' by the governor," the City Manager is empowered to make rules and regulations related to the emergency. However, "such rules and regulations must be confirmed at the earliest practicable time by the city council."

On January 7, 2025, Governor Newsom issued a Proclamation of a State of Emergency in response to the Palisades Fire, which has destroyed tens of thousands of acres and thousands of residential and commercial structures and displaced several thousands of people in and around the community of Pacific Palisades who have lost their homes or

Resolution Modifying Rules and Regulations in City Manager Administrative Order No. 1
February 18, 2025
Page 2 of 4

have been ordered to evacuate the area. Additional declarations were made on January 7, 2025 by the Chair of the Los Angeles County Board of Supervisors (Declaration of a State of Local Emergency issued) and the January 10, 2025 by the Department of Health and Human Services (Declaration of Public Health Emergency) in response to the Palisades Fire and several other similarly destructive fires in Los Angeles County.

On January 14, 2025, the City Manager issued "Administrative Order No. 1 to Address Los Angeles County Fire-Related Emergencies" (the "City Manager Order") pursuant to ESMC § 2-2-5 based on the finding that the temporary lifting and/or relaxing of certain restrictions within the El Segundo will help bolster temporary housing options for those that the fires have displaced.

On January 21, 2025 City Council ratified the City Manager Order, adopting Resolution No. 5531, and asked staff to report back at the February 18, 2025 City Council meeting with a status update regarding activity related to the City Manager Order.

DISCUSSION:

Updates to City Manager Administrative Order and Resolution No. 5531 concerning the five (5) components of the order are as follows:

1. Suspension of the street sweeping/no parking regulations through January 17, 2025.

- The El Segundo Police Department has resumed parking enforcement

2. Suspension of various regulations prohibiting parking and sleeping in recreation vehicles and providing temporary rights to residents for a 30-day period to allow displaced individuals access to temporary housing in recreation vehicles, pursuant to a City permit. The recreation vehicle must be parked either on an El Segundo resident's property or immediately adjacent to the resident's property. Residents will not be allowed to charge any fees or rent to the individuals living in the recreation vehicles. There will also be various health and safety restrictions placed on the use of the recreation of vehicles (e.g., no power cords over the sidewalks, no external generators, etc.).

- The El Segundo Police Department has not received any applications received for the allowance of RV parking on residential street.

3. Suspension of the prohibition on short-term rentals for a 90-day period to provide housing for displaced individuals, pursuant to a City permit. Short term rentals are defined as being less than 30 days.

Resolution Modifying Rules and Regulations in City Manager Administrative Order No. 1
February 18, 2025
Page 3 of 4

- The Community Development Department has not received any applications for the use of short-term rentals.

4. Suspension of transient occupancy tax (TOT) for a 90-day period for displaced individuals occupying "extended stay" hotels/motels.

- The Finance Department has confirmed that approximately 19 families are being hosted at the Hyatt House and Extended Stay, utilizing the reduced rates provided by the existing waiver of TOT.

5. Prohibition on power air blowers.

- This prohibition was linked to the Los Angeles County Health Officer's prohibition on the use of power air blowers, such as leaf blowers, throughout Los Angeles County until such time as the County Health Officer determines that fire recovery conditions have progressed to a point where the use of air propelling devices will not negatively impact the health of residents. The Los Angeles County Health Officer lifted this prohibition on January 24, 2025.

Given data on the public's utilization of the City Manager Administrative Order, staff recommends City Council adopt a resolution modifying the emergency orders to continue the suspension of transient occupancy tax for displaced individuals occupying "extended stay" hotels/motels through April 13, 2025 and terminate the balance of other City Manager Administrative Order allowances or restrictions.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

PREPARED BY:

Michael Allen, Community Development Director

REVIEWED BY:

Michael Allen, Community Development Director, George Avery, Fire Chief , Saul Rodriguez, Police Chief , Paul Chung, Chief Financial Officer

APPROVED BY:

**Resolution Modifying Rules and Regulations in City Manager Administrative
Order No. 1
February 18, 2025
Page 4 of 4**

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Council Resolution Modifying City Manager Order 02182025
2. CC RESOLUTION 5531 & Administrative Order No. 1

RESOLUTION NO. _____

**A RESOLUTION MODIFYING THE CITY MANAGER'S
JANUARY 14, 2025 ADMINISTRATIVE ORDER NO. 1
ADDRESS LOS ANGELES COUNTY FIRE-RELATED
EMERGENCIES TO ONLY MAINTAIN THE TEMPORARY
SUSPENSION OF TRANSIT OCCUPANCY TAXES
THROUGH APRIL 13, 2025 FOR DISPLACED
INDIVIDUALS OCCUPYING "EXTENDED STAY"
HOTELS/MOTELS THROUGH APRIL 13, 2025**

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

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

A. Under El Segundo Municipal Code ("ESMC") § 2-2-5, if there is "proclamation of a 'state of emergency' by the governor," the City Manager is empowered to make rules and regulations related to the emergency. However, "such rules and regulations must be confirmed at the earliest practicable time by the city council."

B. Here, Governor Newsom issued a January 7, 2025 Proclamation of a State of Emergency in response to the Palisades Fire, which has destroyed tens of thousands of acres and thousands of residential and commercial structures and displaced several thousands of people in and around the community of Pacific Palisades who have lost their homes or have been ordered to evacuate the area.

C. Additional declarations were made on January 7, 2025 by the Chair of the Los Angeles County Board of Supervisors (Declaration of a State of Local Emergency issued) and the January 10, 2025 by the Department of Health and Human Services (Declaration of Public Health Emergency) in response to the Palisades Fire and several other similarly destructive fires in Los Angeles County.

D. On January 14, 2025, the City Manager issued "Administrative Order No. 1 to Address Los Angeles County Fire-Related Emergencies" (the "City Manager Order") pursuant to ESMC § 2-2-5 based on the finding that the temporary lifting and/or relaxing of certain restrictions within the El Segundo will help bolster temporary housing options for those that the fires have displaced.

E. Pursuant to § 2-2-5, the City Council seeks to confirm the City Manager Order, which is attached as Attachment 1 and incorporated herein by reference.

F. The City Council requested City staff to provide an update on public utilization of the City Manager Order at its regular February 18, 2025 meeting.

SECTION 2. *Actions.* Following City staff presentation of data regarding the public's utilization of the City Manager Order, the City Council hereby modifies the City Manager Order to eliminate all components except no. 4, entitled, "Temporary

Suspension of Transient Occupancy Taxes on Extended-Stay Hotel Rooms Occupied by Displaced Persons,” which will remain effective under its terms through April 13, 2025.

SECTION 3. Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. Signature Authority. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

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

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

PASSED, APPROVED AND ADOPTED this ____ 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 Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of said City 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

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**

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

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

A. Under El Segundo Municipal Code ("ESMC") § 2-2-5, if there is "proclamation of a 'state of emergency' by the governor," the City Manager is empowered to make rules and regulations related to the emergency. However, "such rules and regulations must be confirmed at the earliest practicable time by the city council."

B. Here, Governor Newsom issued a January 7, 2025 Proclamation of a State of Emergency in response to the Palisades Fire, which has destroyed tens of thousands of acres and thousands of residential and commercial structures and displaced several thousands of people in and around the community of Pacific Palisades who have lost their homes or have been ordered to evacuate the area.

C. Additional declarations were made on January 7, 2025 by the Chair of the Los Angeles County Board of Supervisors (Declaration of a State of Local Emergency issued) and the January 10, 2025 by the Department of Health and Human Services (Declaration of Public Health Emergency) in response to the Palisades Fire and several other similarly destructive fires in Los Angeles County.

D. On January 14, 2025, the City Manager issued "Administrative Order No. 1 to Address Los Angeles County Fire-Related Emergencies" (the "City Manager Order") pursuant to ESCM § 2-2-5 based on the finding that the temporary lifting and/or relaxing of certain restrictions within the El Segundo will help bolster temporary housing options for those that the fires have displaced.

E. Pursuant to § 2-2-5, the City Council seeks to confirm the City Manager Order, which is attached as Attachment 1 and incorporated herein by reference

SECTION 2. *Actions.* The City Council confirms the City Manager Order.

SECTION 3. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City

Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

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

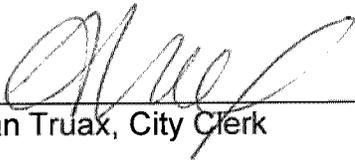
SECTION 6. *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2025.



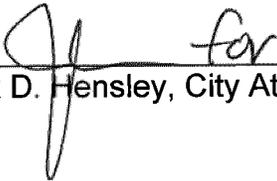
Chris Pimentel, Mayor

ATTEST:



Susan Truax, City Clerk

APPROVED AS TO FORM:



Mark D. Hensley, City Attorney

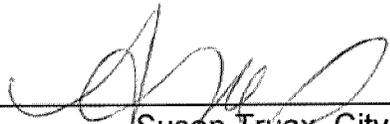
CERTIFICATION

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 Resolution No. 5531 was duly passed, approved, and adopted by said City Council at a regular meeting held on the 21st day of January, 2025, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

- AYES: Mayor Pimentel, Mayor Pro Tem Baldino, Council Member Boyles,
 Council Member Giroux and Council Member Keldorf
- NOES: None
- ABSENT: None
- ABSTAIN: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21 day of January, 2025.



 Susan Truax, City Clerk
 of the City of El Segundo,
 California



City of El Segundo

Office of the City Manager

January 14, 2025

Elected Officials:

Chris Pimentel,
Mayor
Ryan Baldino,
Mayor Pro Tem
Drew Boyles,
Council Member
Lance Giroux,
Council Member
Michelle Keldorf,
Council Member
Susan Truax,
City Clerk

Appointed Officials:

Darrell George,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Barbara Voss,
Deputy City Manager
Paul Chung,
Chief Financial
Officer/City Treasurer
George Avery,
Fire Chief
Jose Calderon,
Information Technology
Services
Aly Mancini,
Recreation Parks and
Library
Rebecca Redyk,
Human Resources
Michael Allen,
Development Services
Saul Rodriguez,
Police Chief
Elias Sassoon,
Public Works

www.elsegundo.org
www.elsegundobusiness.com
www.elsegundo100.org

ADMINISTRATIVE ORDER NO. 1 TO ADDRESS LOS ANGELES COUNTY FIRE-RELATED EMERGENCIES

By virtue of authority vested in me as the City Manager of the City of El Segundo pursuant to the provisions of the El Segundo Municipal Code Section 2-2-5 to promulgate, issue, and enforce rules, regulations, orders, and directives, I hereby attest to the following orders as necessary for the protection of life and property. This Order will take effect immediately and remain in effect as specified below.

This Order is issued in accordance with, and incorporates by reference, the January 7, 2025, Proclamation of a State of Emergency issued by Governor Gavin Newsom, the January 7, 2025, Declaration of a State of Local Emergency issued by the Chair of the Los Angeles County Board of Supervisors, and the January 10, 2025, Declaration of Public Health Emergency issued by the Department of Health and Human Services.

WHEREAS, as of January 13, 2025, the Palisades Fire has burned approximately 24,000 acres and destroyed thousands of residential and commercial structures; and

WHEREAS, because of the Palisades Fire, several thousand people in and around the nearby community of Pacific Palisades have lost their homes or have been temporarily displaced by evacuation orders and warnings; and

WHEREAS, the massive number of displaced people has resulted in a shortage of temporary housing options in nearby communities; and

WHEREAS, the temporary lifting and/or relaxing of certain restrictions within the City of El Segundo can help to increase the availability of temporary housing options for displaced people and can do so without negatively affecting the public health, safety, and welfare of El Segundo residents.

350 Main Street, El Segundo, California 90245-3813
Phone (310) 524-2302 Fax (310) 322-7137

NOW, THEREFORE, PURSUANT TO EL SEGUNDO MUNICIPAL CODE CHAPTER 2-2, THE CITY MANAGER, ACTING AS THE EMERGENCY SERVICES DIRECTOR, ORDERS AS FOLLOWS:

1. Temporary Recreational Vehicle Parking. The police chief, or designee, is hereby directed to issue no-fee, temporary recreational vehicle parking permits to residents of single-family properties interested in hosting individuals that have been displaced by the January 2025 Los Angeles County wildfires. For purposes of this Order, "displaced" means (i) that the individual's primary residence has been destroyed or rendered uninhabitable or inaccessible by the fires, or (ii) that, at the time the permit is requested, the individual's primary residence is located in an area subject to a mandatory evacuation order or an evacuation warning. To be eligible for a Temporary RV Parking Permit, the resident applicant must provide the following information:
 - The name, residential address, and phone number of the resident applying for the permit, along with proof of residency satisfactory to the police chief or designee, such as a current driver's license or identification card, property tax bill, or public utility bill.
 - The name(s) of the displaced individuals that will be temporarily occupying the recreational vehicle, together with proof satisfactory to the police chief or designee, demonstrating that the individuals are displaced person as defined herein.
 - The license number, year, make, and model of the recreational vehicle.
 - Proof of current registration of the recreational vehicle.
 - The phone number where the owner or person in control of the recreational vehicle can be reached during the time the recreational vehicle is parked on a city street.

Said permits shall be issued to qualifying individuals regardless of whether the recreational vehicle is registered with the city pursuant to El Segundo Municipal Code ("ESMC") Section 8-5G-4. Only one temporary recreational vehicle parking permit may be issued per single-family residential address. The temporary recreational vehicle parking permit must be displayed at the lower driver's side of the windshield so that it is clearly visible from the exterior of the vehicle. The recreational vehicle must be parked either (i) adjacent to the single-family residence indicated on the permit, or (ii) on the single-family residential parcel listed on the permit. Recreational vehicles parked in a front yard area must be parked on a nonporous surface pad adequate to accommodate the vehicle.

Notwithstanding ESMC Sections 8-2-9(A)(1) and 8-5G-5(B), a recreational vehicle displaying a temporary recreational vehicle parking permit issued pursuant to this Order may remain parked on a city street or highway between 2:00 A.M. and 6:00 A.M. and for any number of consecutive days while the temporary permit remains valid. The permittee may not charge any rent or fee for the use of the recreational vehicle while it is parked in the city pursuant to the temporary recreational vehicle parking permit.

Notwithstanding ESMC Section 7-8-3, a recreational vehicle displaying a valid temporary recreational vehicle parking permit issued pursuant to this Order may be used for camping, provided the recreational vehicle is otherwise lawfully parked and maintained consistent with the ESMC and this Order.

No person shall do any of the following while the recreational vehicle is parked on a city street:

- Run electrical cords, extension cords, hoses, cables, or other items across, above, or on the parkway or sidewalk from any property to the recreational vehicle at any time.
- Make a sewer connection with the recreational vehicle or dump waste from the recreational vehicle into the city stormwater system or onto any public or private land other than a designated RV dump.
- Use or operate an external electrical generator to provide power to the recreational vehicle.
- Extend slide-outs into any portion of the public right-of-way.

This Order does not authorize the parking of recreational vehicles on any portion of any public street or highway where vehicle parking is otherwise prohibited, nor does it authorize any recreational vehicle to be parked in an otherwise unlawful manner. A violation of the terms of this Order shall be subject to immediate permit revocation, citation, and/or towing at the recreational vehicle owner's expense. Temporary recreational vehicle parking permits issued pursuant to this Order shall expire at midnight on February 14, 2025.

Additional information is available at: www.elsegundo.org

2. Parking Citations—Street Sweeping. From the date of this Order through and including Friday, January 17, 2025, the El Segundo Police Department is hereby directed to refrain from issuing citations for violation of the prohibition on parking during hours designated for street sweeping.

3. Short-Term Rentals. Notwithstanding the prohibitions set forth in ESMC Section 4-16-10, subsections (A), (B), and (C), a person may offer, operate, maintain, and advertise the short-term rental of all or any portion of any residential dwelling unit in the City, provided that the short-term rental is occupied by a person or persons displaced as a result of the January 2025 wildfires that have impacted Los Angeles County, and a temporary permit is obtained therefor. The Community Development Director ("Director") is hereby directed to issue no-fee, temporary short-term rental permits to property owners wishing to offer short-term accommodations to persons displaced by the January 2025 Los Angeles County wildfires. Prior to entering into a short-term rental arrangement pursuant to the temporary permit and this Order, the property owner must provide the Director with proof satisfactory to the Director that the individual(s) renting and occupying the short-term rental unit have been displaced as a result of the January 2025 wildfires that have impacted Los Angeles County. For purposes of this Order, "displaced" means (i) that the individual's primary residence has been destroyed or rendered uninhabitable or inaccessible by the fires, or (ii) that, at the time the short-term tenancy is commenced, the individual's primary residence is located in an area subject to a mandatory evacuation order or an evacuation warning. No short-term rental entered into pursuant to this Order may extend past April 13, 2025. This section of the Order shall automatically expire at midnight on April 13, 2025. Additional information is available at: www.elsegundo.org

4. Temporary Suspension of Transient Occupancy Taxes on Extended-Stay Hotel Rooms Occupied by Displaced Persons. Notwithstanding ESMC Sections 3-4-3 and 3-4-5, from the date of this Order through and including April 13, 2025, a transient need not pay, and the hotel operator need not collect and remit, transient occupancy tax ("TOT") on the rent charged for any extended-stay hotel room occupied by a displaced person. For purposes of this Order, "extended-stay hotel room" means a fully furnished hotel room with a kitchen, refrigerator, cooking utensils, dishes, and cookware. For purposes of this Order, "displaced" means (i) that the individual's primary residence has been destroyed or rendered uninhabitable or inaccessible by the fires, or (ii) that, at the time the hotel occupancy is commenced, the individual's primary residence is located in an area subject to a mandatory evacuation order or an evacuation warning. To obtain relief from the TOT obligation pursuant to this Order, the transient guest must provide the hotel operator with proof sufficient to show that the guest is a displaced person, as defined. A government-issued identification or a copy of a recent utility bill indicating a residential address that (i) has been destroyed or otherwise rendered uninhabitable or inaccessible, or (ii) is located within an area subject to a mandatory evacuation order or an evacuation warning, shall constitute proof sufficient for this purpose. The hotel operator must make a copy of the identification and/or other proof provided by the transient guest, and must, concurrently with the next quarterly report required by ESMC Section 3-4-7, provide copies thereof to the city, together with the number of nights stayed by the transient guest and the rent charged for each night of the stay.

5. Temporary Prohibition on Power Air Blowers. On January 10, 2025, the Los Angeles County Health Officer declared a local health emergency and issued an order prohibiting the use of power air blowers, such as leaf blowers, throughout Los Angeles County until such time as the County Health Officer determines that fire recovery conditions have progressed to a point where the use of air propelling devices will not negatively impact the health of residents. Residents are reminded that the County Health Officer's order applies within the City of El Segundo.

Date: Jan. 14, 2025



Darrell George
City Manager/Director of Emergency Services



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.9

TITLE:

Notice of Completion for Water Main Improvements Project No. PW 23-15 and Amendment to Professional Services Agreement for Associated Construction Inspection Services

RECOMMENDATION:

1. Accept the Water Main Improvements Project No. PW 23-15 by Dominguez General Engineering, Inc. as complete, for improvements along California Street, Sycamore Avenue, Palm Avenue, and Elm Avenue.
2. Authorize an increase in the construction inspection contingencies by \$16,398.26 and authorize the City Manager to amend the Professional Service Agreement with Anser Advisory Management, LLC from \$105,000 to \$121,398.26.
3. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budgeted: \$1,801,738

Additional Appropriation: none

Account Number(s):

1. \$1,301,738 from 501-400-7103-8207 (Water Main Replacement)
2. \$500,000 from 501-400-7103-8206 (Water Infrastructure)

Total Project Cost = \$1,729,512.90

BACKGROUND:

On March 5, 2024, City Council awarded a standard Public Works Contract to

Water Main Improvements Project Completion

February 18, 2025

Page 2 of 3

Dominguez General Engineering, Inc. in the amount of \$1,476,738 and authorized an additional \$220,000 as contingency funds for potential unforeseen conditions. Additionally, staff has utilized construction inspection services of Anser Advisory Management, LLC (Anser) in the amount of \$105,000 for construction inspection services.

The project consists of installation of 3,746 linear feet of water mains and 101 service lines, concrete and pavement restoration improvements.

DISCUSSION:

Construction began on June 17, 2024, and was completed by Dominguez General Engineering, Inc. on January 10, 2025. Additional piping, connection tee, concrete sidewalk, pavement resurfacing, and manhole adjustments were added as necessary change order items totaling \$131,376.64. The final construction cost is \$1,608,114.64. Additionally, Anser provided inspection on the project, which exceeded the current contract amount by \$16,398.26. Anser's total fee for the project is \$121,398.26.

There are sufficient funds in the budget from the account to cover the additional expenses.

Staff respectfully recommends that Council accept the work performed by Dominguez General Engineering, Inc. for the Water Improvements along California Street, Sycamore Avenue, Palm Avenue, and Elm Avenue Project, and authorize the City Clerk to file a Notice of Completion with the County Recorder's office. The unspent budgeted amount will return to the source fund.

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.

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

Water Main Improvements Project Completion

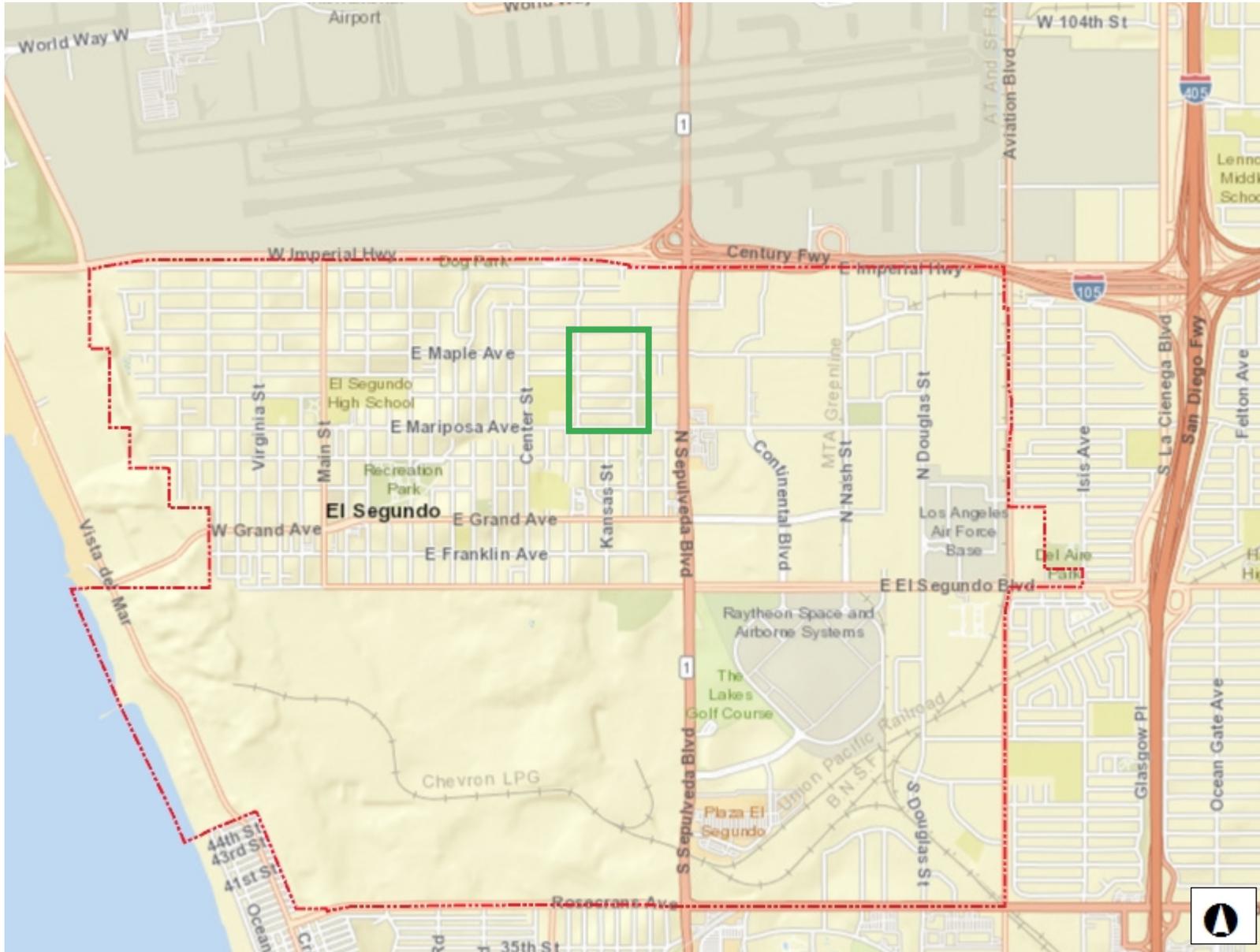
February 18, 2025

Page 3 of 3

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



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

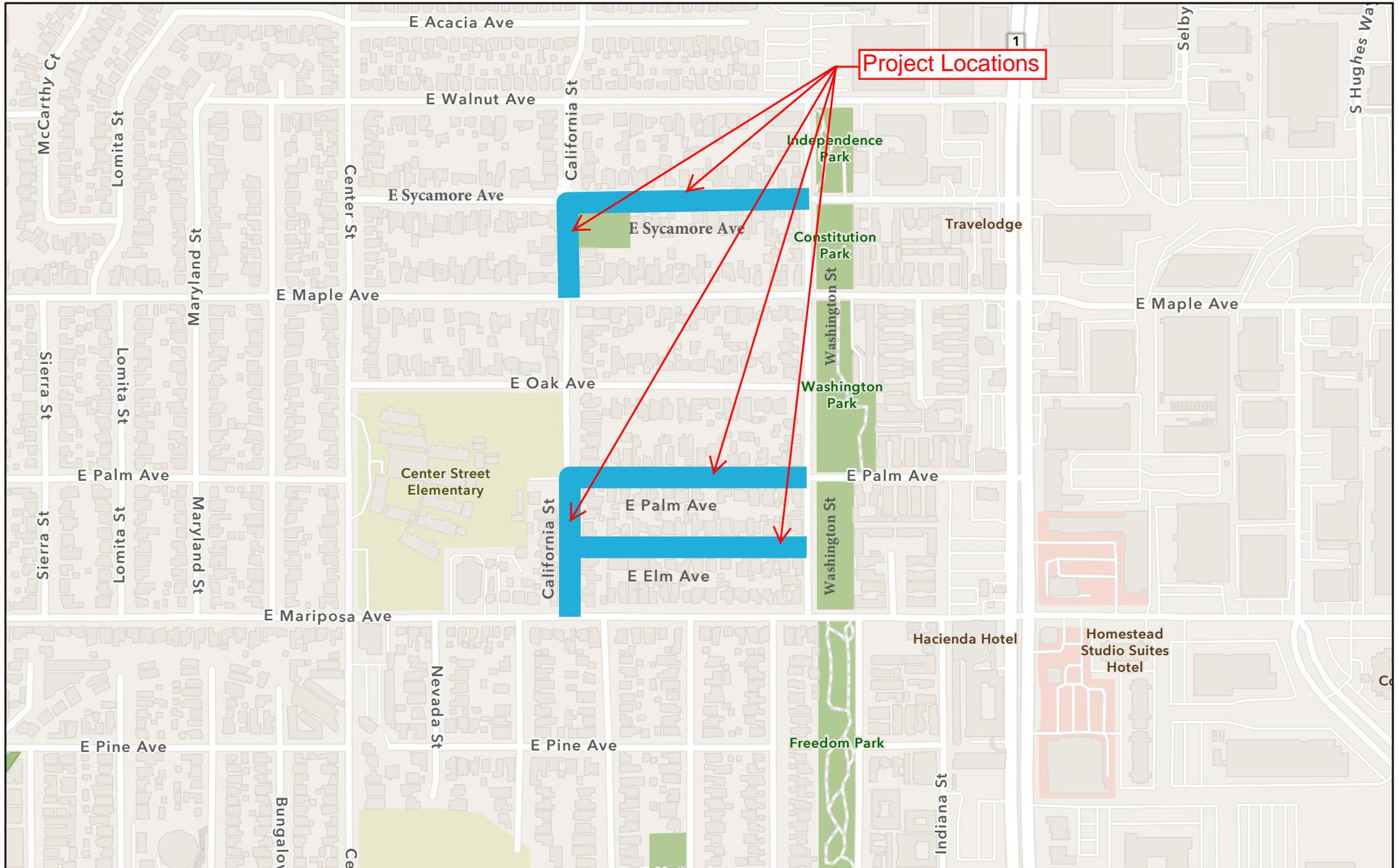


6,018.7 0 3,009.33 6,018.7 Feet

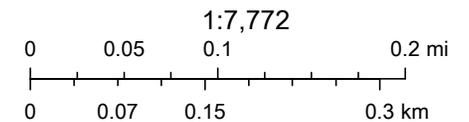
WGS_1984_Web_Mercator_Auxiliary_Sphere

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

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



9/18/2023



Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

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

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Water Main Improvements on California Street, Sycamore Avenue, Palm Avenue and Elm Avenue Project

Project No.: PW 23-15 Contract No. 6861

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on January 10, 2025. The work done was: Water Main Pipe Installation
6. On February 18, 2025, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Dominguez General Engineering, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Water Main Improvements on California Street, Sycamore Avenue, Palm Avenue and Elm Avenue Project
9. The street address of said property is: California Street, Sycamore Avenue, Palm Avenue and Elm Avenue., El Segundo, CA, 90245

City of El Segundo

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

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

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

Executed on _____, 2025 at El Segundo, California.

City of El Segundo

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.10

TITLE:

Waiver of Commercial Auto Insurance Requirement for Qualifying City Recreation, Park, and Library Department Contractors and Vendors Pursuant to City Council Resolution No. 4813

RECOMMENDATION:

1. Waive the City's commercial auto insurance requirement for qualifying Recreation, Park, and Library Department contractors and vendors with "low risk" scopes of work, pursuant to City Council Resolution No. 4813, Section 4, and delegate authority to determine the eligibility of waiver to the City Manager or designee, in consultation with Risk Management and the City Attorney, based upon the specified criteria.
2. Direct staff to ensure that the strongest comprehensive indemnification, release, waiver, defense, and hold harmless language is in the agreements for contractors and vendors that qualify for the commercial auto insurance waiver.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

[City Council Resolution No. 4813](#) (attached) outlines the insurance requirements for City contracts and delegation of authority for insurance determinations to the City Manager or designee. Under Resolution No. 4813 Section 6(C), "where auto insurance is required, primary coverage must be written on the [ISO Business Auto Coverage] form. This helps limit the City's liability exposure because commercial auto insurance provides coverage for a City contractor's travel to and from City facilities where work is

Clarification of Insurance Requirements for City Contracts

February 18, 2025

Page 2 of 4

completed. This makes the contractor's commercial auto insurance primary in the event the contractor is in a vehicle accident that causes personal and property damage.

Commercial auto insurance is required for almost all contracts for services, including those for Recreation, Park, and Library Department (RPL), contract instructors, vendors and similar service providers, unless they do not own an auto or do not utilize an auto for purposes of the work. Travel to and from City property or facilities is considered part of the scope of work. For example, if an instructor is an El Segundo resident and walks to the Senior Center to provide instruction, then no commercial auto insurance would be required. By comparison, the City does require commercial auto insurance for contracts with vendors providing offsite services that does not require travel to and from City facilities.

DISCUSSION:

The City is a member of the Independent Cities Risk Management Authority (ICRMA) program, a risk-sharing pool of 13 member cities. As a member of ICRMA, the City has been utilizing the "Rent-a-Risk Manager" Program to review and approve certificates of insurance, endorsements, and other insurance documentation for all contracts over the last year while a recruitment was conducted to fill the Risk Manager position.

During this time, the City needed to enter into instructor agreements for RPL programs and other service agreements with vendors for various community and special events such as the Farmer's Market, 4th of July, and Festival of Holidays. Additionally, many agreements for contract classes and programs facilitated by persons or entities contracted through RPL had expired and were up for renewal.

While both of these types of agreements require the instructor or vendor to provide commercial auto insurance, it came to light that personal auto insurance was submitted for many agreements in lieu of the mandated commercial auto insurance. Unfortunately, personal coverage does not protect the City, or the contractor for that matter, in the event of an vehicle collision going to or from City facilities for the contracted work.

RPL instructor agreements, which run on calendar year terms (Jan. 1 through Dec. 31) set to expire December 31, 2024 were provided an extension of their agreement through February 28, 2025 with a temporary waiver of the commercial auto insurance. The purpose of this extension was to provide contractors additional time to contact their personal auto insurance broker to obtain commercial auto insurance or increase their personal policy to \$1,000,000 per occurrence and add an endorsement for business use of their personal vehicle. Several instructors expressed that the cost of meeting the City's auto insurance requirement was prohibitive to continue providing services.

Over the last two months, staff has had several meetings with the ICRMA Risk Manager who advised that it would be a high risk of liability/exposure to waive the commercial auto insurance requirement. Resolution No. 4813 provides that upon consultation with

Clarification of Insurance Requirements for City Contracts

February 18, 2025

Page 3 of 4

the City Attorney's Office, the Risk Manager may waive certain items in the "low risk" category and recommend a waiver to the City Manager for certain items in the "medium risk" category. "High risk" of liability/exposure items must obtain City Council approval, and "high risk" is defined to include activities with high liability exposure, which is applicable in the case of damages or death resulting from an uninsured vehicle collision.

In balancing the City's many long-term relationships with individual contract instructors and vendors, staff is seeking City Council approval of the waiver of the City's commercial auto insurance requirement for RPL contractors that meet the following requirements:

1. The annual contract amount does not exceed \$15,000 per year;
2. The scope of work entails "low risk" activities (excluding travel to and from); and
3. All other City requirements are met.

If approved, the City Attorney's office help ensure that agreements for those that qualify for the waiver include comprehensive indemnification, release, waiver, and hold harmless language in the agreements for instructors that qualify for the commercial auto insurance waiver. Such language would help shield the City from liability to the greatest extent feasible without the commercial auto insurance.

City Council approval would delegate authority to the City Manager or designee, in consultation with Risk Management and the City Attorney, to determine eligibility for the commercial auto insurance waiver, based upon the specified criteria.

City Council approval of the commercial auto insurance could assist the City in retaining smaller contractors and vendors that are an integral part of providing services to the community and preserving El Segundo's small town charm.

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:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Clarification of Insurance Requirements for City Contracts

February 18, 2025

Page 4 of 4

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. City Council Resolution No. 4813 - Insurance Requirements



City Council Resolution No. 4813

Link: [CC RESOLUTION 4813 \(elsegundo.org\)](http://www.elsegundo.org/CCRESOLUTION4813)



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Consent

Item Number: B.11

TITLE:

Request From El Segundo Unified School District to Temporarily Use City Facilities for Arena High School Instruction

RECOMMENDATION:

1. Approve the request from El Segundo Unified School District to temporarily use City facilities for Arena High School instruction from March 1, 2025 through June 13, 2025 and August 22, 2025 through March 1, 2026.
2. Authorize the City Manager to execute an agreement for the temporary use in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The El Segundo Unified School District ("District") is requesting the temporary use of City facilities for Arena High School instruction, which would include 10-15 high school students and a credentialed teacher while the District's classroom space is under construction. The City currently has an executed Joint Use Agreement with the El Segundo Unified School District. This requested use would fall outside the terms of the current agreement and as such would require the approval of the City Council.

DISCUSSION:

The District's request for temporary use would be from March 1, 2025 through June 13, 2025 and August 22, 2025 through March 1, 2026 (actual duration may be shorter depending on construction time). The program would not include summer school. The

ESUSD Use of City Facilities

February 18, 2025

Page 2 of 2

hours for use would be Monday through Friday from 9:00 a.m. until 2:00 p.m. and would not interfere with any scheduled City programs.

The District is interested in utilizing the Teen Center and/or Camp Eucalyptus but is also open to other facilities. Staff will further review both locations to determine which facility would be most appropriate for this use. The District is agreeable to paying a leasing fee if requested. Staff does not anticipate that this use will incur significant costs and therefore does not recommend requiring a fee for use. Staff will finalize the terms of the agreement following City Council approval and direction, and the District agrees to meet all City insurance requirements.

CITY STRATEGIC PLAN COMPLIANCE:

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

PREPARED BY:

Aly Mancini, Recreation, Parks and Library Director

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

PATCHES (Proactive Approach to Combatting Homelessness in El Segundo) Program Quarterly Update

RECOMMENDATION:

1. Receive and file the PATCHES Program update.
2. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On July 2, 2024, the City of El Segundo initiated the Proactive Approach to Combating Homelessness in El Segundo (PATCHES) program. The program is a comprehensive and collaborative effort to address the challenges surrounding homelessness in the City. It brings together multiple city departments, including the City Manager's Office, Police, Fire, Public Works, Recreation, and Community Development to ensure a coordinated response, with regular communication between members to devise effective solutions. The team works closely with regional service providers such as Harbor Interfaith Services and the Los Angeles County Department of Mental Health to ensure efforts are well-rounded and impactful. PATCHES is a pilot program which will be re-evaluated after six months from its initiation.

DISCUSSION:

The PATCHES program has been active for six months. During this period, the PATCHES team, consisting of members from several city departments, was established. The team meets once each month to collaborate and identify solutions to issues related to homelessness.

The El Segundo Police Department (ESPD) initiated a grant-funded Homeless Outreach

PATCHES Program Quarterly Update

February 18, 2025

Page 2 of 3

Services Team (HOST) detail, which the City Council approved. During the first three months of the program, there were six details which resulted in contacts with over 30 individuals experiencing homelessness. During this quarter, there were 13 HOST details, resulting in 75 homeless individuals being contacted, and three individuals transported to shelters.

The PATCHES program coordinates with Harbor Interfaith Services to connect individuals experiencing homelessness with available services and potential shelter or housing placement. Since the inception of the program, Harbor Interfaith, in coordination with the El Segundo Police Department, has been able to get 16 individuals off the street; 11 into a shelter or housing program, three reunified with family members, and two military veterans into the VA. Out of those 16 individuals, only four have returned to living on the street.

The Police Department also started the PATCHES Engagement Team. This team is made up of five officers and one sergeant. The PATCHES Engagement Team conducted five details during this quarter, both to connect individuals with resources and enforce laws. The details resulted in multiple individuals being connected with Harbor Interfaith, and two individuals being arrested for felony crimes.

The City Attorney's Office provides guidance to the PATCHES team and ESPD regarding regulations, enforcement, and legal compliance. The City Attorney's office drafted an ordinance updating the El Segundo Municipal Code (ESMC) to ensure consistency with the U.S. Supreme Court's June 2024 *Grants Pass v. Johnson* decision. The City Council adopted the ordinance on September 17, 2024, which includes camping restrictions and additional enforcement mechanisms and incorporates the El Segundo Library's Rules of Conduct into the ESMC to activate additional enforcement tools. The ordinance went into effect on October 17, 2024. The PATCHES team began enforcing this ordinance, using it as an opportunity to speak with individuals experiencing homelessness and connect them with resources. The new enforcement tools under the Supreme Court's decision allows for the ESPD to utilize criminal enforcement, such as misdemeanor citation or booking for violating the City's anti-camping and other similar regulations. This ordinance has also led to the arrest of several individuals for a variety of crimes unrelated to the ordinance, including the arrest of a dangerous wanted felon and the arrest of an individual for the sale of methamphetamine.

The City Manager's Office developed a project management database for the PATCHES team to assist with maintaining statistics related to homelessness outreach and case management. The software allows police officers to complete an online form to memorialize interactions with people experiencing homelessness and facilitate continuity in outreach and case management through internal information sharing. To date, there have been approximately 100 individuals entered into the database. During this quarter, there were 93 digital field interviews entered, which often included multiple entries on the same subject.

PATCHES Program Quarterly Update

February 18, 2025

Page 3 of 3

Lastly, the City launched the El Segundo Connect app, an online portal that allows the community to submit information regarding encampments and individuals experiencing homelessness to the PATCHES team. The PATCHES team can use this information to connect individuals experiencing homelessness with much-needed services more efficiently. To date, there have been approximately 20 entries to the portal related to homelessness, all of which were handled either by officers, the PATCHES Engagement Team, or Harbor Interfaith Services.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy A: Comprehensively address the unsheltered homeless population.

PREPARED BY:

Luke Muir, Police Lieutenant

REVIEWED BY:

Saul Rodriguez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report

RECOMMENDATION:

1. Receive and file the FY 2024-25 Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report.
2. Amend FY 2024-25 Cultural Development Fund Revenues from \$250,000 to \$255,000.
3. Amend FY 2024-25 General Fund Appropriations from \$98,990,357 to \$99,386,651.
4. Amend FY 2024-25 Other Special Revenue Appropriations from \$2,232,535 to \$2,237,535.
5. Amend FY 2024-25 Cultural Development (Trust) Fund Appropriations from \$272,604 to \$277,604.
6. Alternatively, discuss and take other actions related to this item.

FISCAL IMPACT:

The proposed General Fund, Other Special Revenue, and Recreation and Economic Development Trust Fund Budget adjustments are necessary to ensure continued City services, as well as ensure City Council strategic goals are implemented. The total fiscal impact to the General Fund is an increase in appropriations of \$396,294 and a net increase of \$401,294 to all funds.

BACKGROUND:

On June 4, 2024, City Council adopted the FY 2024-25 Citywide Operating and Capital

FY 2024-25 Mid-Year Budget Review

February 18, 2025

Page 2 of 4

Budget of \$210,950,427 for all funds. Of this amount, \$97,472,672 was allocated to the General Fund Budget. During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate throughout the fiscal year.

The General Fund pays for the majority of the City's basic operations, services, and general capital improvement projects. General Fund services include: public safety (police, fire, paramedics, emergency services), public works (highways, streets, engineering), community services (parks, recreation programs, senior programs, teen programs, library, arts & culture), development services (planning, building services, zoning, housing), support services (City Clerk, City Treasurer, finance, information technology, human resources), and general governance and administration (City Council, City Manager, City Attorney).

The following table provides an overview of the FY 2024-25 Citywide Budget, which reflects Council-approved changes during the fiscal year:

	Fund Name	FY 2024-25 Adopted Budget	FY2024-25 Revised Budget	Variances
1	General Fund	\$97,472,672	\$98,990,357	\$1,517,685
2	Water Fund	39,315,822	39,333,606	17,784
3	Transportation Funds	3,957,036	4,797,863	840,827
4	Debt Service POBs	9,500,314	9,500,314	0
5	Wastewater Fund	7,837,440	8,792,426	954,986
6	General Fund CIP	30,112,501	30,357,549	245,048
7	Equip. Replacement Fund	9,674,613	10,072,525	397,912
8	Workers Comp. Fund	3,418,321	3,418,321	0
9	General Liability Fund	3,769,563	3,769,563	0
10	Dev. Services Trust	800,000	800,000	0
11	Public Safety Special Rev.	2,541,360	2,961,575	420,215
12	Other Special Rev.	1,253,035	2,232,535	979,500
13	Rec & Econ Dev Trust Fund	136,000	136,000	0
14	Cultural Dev. Trust Fund	272,604	272,604	0
15	Debt Service Fund	542,851	542,851	0
16	Solid Waste Fund	330,000	330,000	0
17	Senior Housing Fund	16,295	194,295	178,000
	Total	\$210,950,427	\$216,502,383	\$5,551,956

Additional appropriations approved by City Council from July 1, 2024 to present totaled \$1,517,685 and included: Street Sweeping Agreement (\$306,000), Community Development Plan Check and Inspections Services (\$250,000), Fire Plan Check Services (\$200,000), Salary Increases and Benefit Changes for the Battalion Chief Classification (\$142,000), Salary and Benefit Update for the Police Officer Trainee Classification (\$129,000), and Emergency Pipe Repair Related to a Sinkhole

FY 2024-25 Mid-Year Budget Review

February 18, 2025

Page 3 of 4

(\$100,000). The plan check and inspection services are offset by fees collected and salary savings.

DISCUSSION:

After six months (July-December, 2024) of fiscal activity in the current fiscal year, overall, the City's budget remains on track as revenues and expenditures came in as expected and there are no fiscal concerns to report.

At this time, staff is requesting a few expenditure amendments to the City's budget. These are discussed in the report titled "Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report."

These additional budget appropriations reflect:

- Items already approved by City Council;
- Items that were intended to be included in the adopted budget;
- Items that need additional appropriations to maintain or fulfill the City's services;

These recommended additional appropriations result in a net total increase of all funds in the amount of \$401,294, and a net increase in the General Fund of \$396,294. Each change is listed by fund in Exhibit A. These appropriation recommendations are one-time changes.

Please refer to the attached report for discussion of the Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Paul Chung, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

FY 2024-25 Mid-Year Budget Review

February 18, 2025

Page 4 of 4

1. Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report
2. Exhibit A
3. Executive Assistant and Management Analyst Class Specifications



**Mid-Year Budget and Second Quarter Fiscal
Year 2024-25 Financial Report**
February 18, 2025
Staff Presentation
Item Number: D.9

Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report

EXECUTIVE SUMMARY:

After six months (July-December 2024) of fiscal activity in the current fiscal year, overall, the City's budget remains on track as revenues and expenditures came in as expected and there are no fiscal concerns to report.

The City's significant revenue sources such as Sales and Use Tax, Business License, Transient Occupancy Tax, Property Tax, and Utility Users Tax, which equate to 72% of the General Fund revenues, remain on track for this time of the fiscal year, while expenditures are under control.

Staff is requesting a few amendments to the City's budget. These will be discussed below.

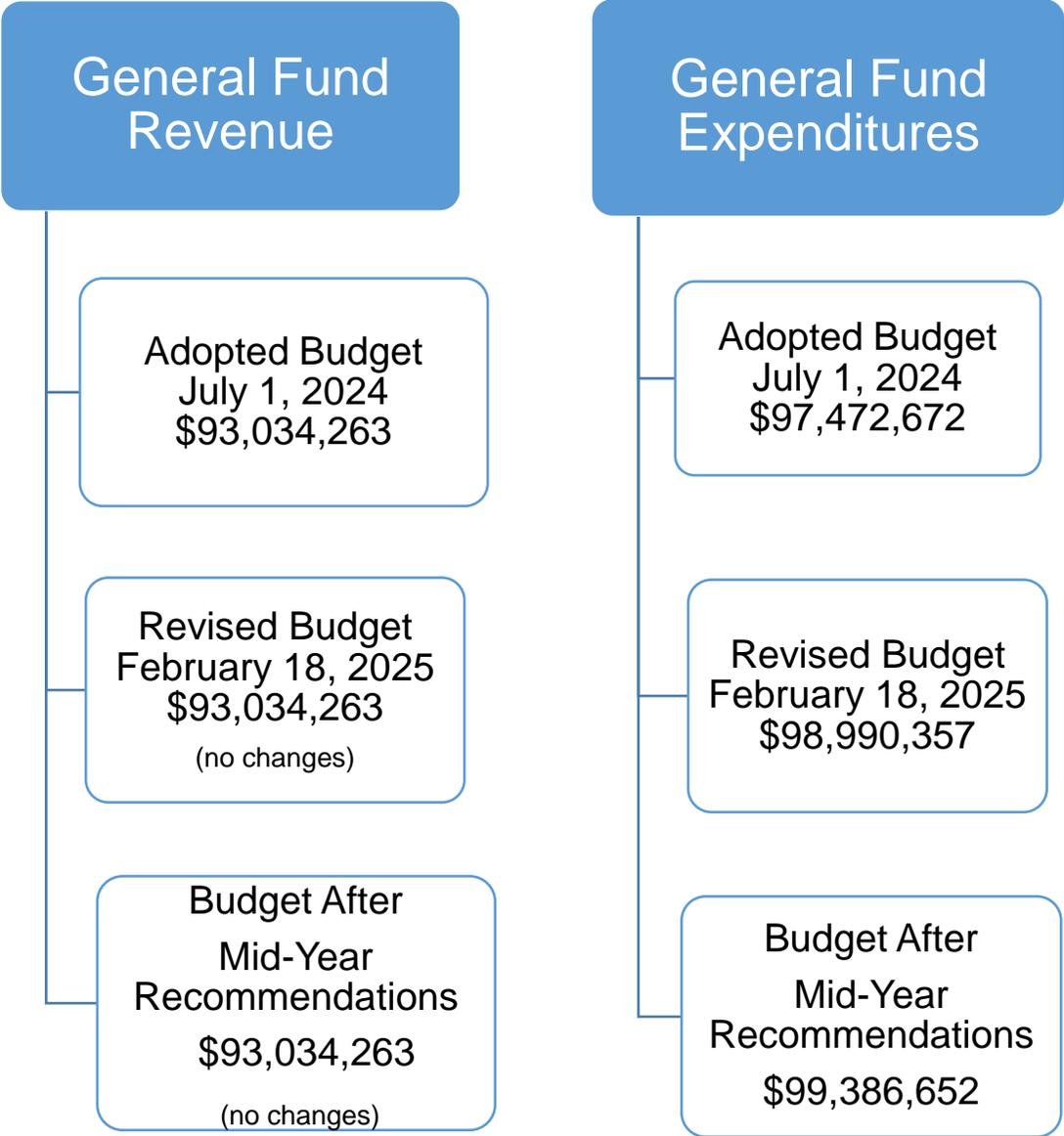
The following is a brief review of notable General Fund activity in the first sixth months of FY 2024-25 (July-December 2024):

This report also outlines additional budget appropriations which reflect:

- Items already approved by City Council; and/or
- Items that were intended to be included in the adopted budget;
- Items that were removed from the FY 2024-25 budget at the time of budget adoption, with the intention to revisit them at Mid-Year; and/or
- Items that need additional appropriations to maintain or fulfill the City's services.

These recommended additional appropriations result in a net total increase of all funds in the amount of \$401,294 and a net increase in the General Fund of \$396,294.

Each change is listed by fund in Exhibit A, and by category in the tables in this report. These appropriation recommendations are one-time changes. These changes impact the FY 2024-25 fund balance.



DISCUSSION:

FY 2024-25 General Fund Revenue Through Second Quarter

The following tables reflect actual General Fund revenues received in the current fiscal year compared to the previous fiscal year.

Fiscal Year 2024-25					
	Revenue Source	Actual Revenues Received Through Q2	Revised Full Year Budget	Variance in Dollar - Budget to Actuals	Percentage Received
1	Sales & Use Tax (a)	\$4,626,390	\$15,487,500	(\$10,861,110)	30%
2	Business License (b)	2,831,454	14,000,000	(11,168,546)	20%
3	Transient Occupancy Tax	5,364,115	13,387,500	(8,023,385)	40%
4	Property Tax (c)	4,624,424	13,391,758	(8,767,334)	35%
5	Chevron Tax Reso Agreement (d)	0	5,500,000	(5,500,000)	0%
6	Utility User Tax (UUT) (e)	3,508,702	11,165,700	(7,656,998)	31%
7	Charges for Services	2,449,531	5,150,122	(2,700,591)	48%
8	Transfers In (f)	0	36,000	(36,000)	0%
9	Franchise Tax (g)	21,251	4,536,000	(4,514,749)	0.5%
10	Other Revenues (h)	1,545,186	2,513,657	(968,471)	61%
11	Intergovernmental (i)	18,407	200,000	(181,593)	9%
12	License & Permits	1,177,282	2,582,372	(1,405,090)	46%
13	Interest & Rental Income (j)	3,507,736	4,736,926	(1,229,190)	74%
14	Fines & Forfeitures	200,953	346,727	(145,774)	58%
Total General Fund Revenues		\$29,875,433	\$93,034,263	(\$63,158,830)	32.11%

Fiscal Year 2023-24			
	Revenue Source	Actual Revenues Received Through Q2	Revised Full Year Budget
1	Sales & Use Tax	\$5,341,906	\$14,750,000
2	Business License	2,820,615	14,300,000
3	Transient Occupancy Tax	5,242,586	12,750,000
4	Property Tax	4,428,242	12,539,805
5	Chevron Tax Reso Agreement	0	5,500,000
6	Utility User Tax (UUT)	3,780,442	10,634,000
7	Charges for Services	2,154,820	4,952,040
8	Transfers In	50,000	50,000
9	Franchise Tax	66,108	4,200,000
10	Other Revenues	1,397,323	3,112,944
11	Intergovernmental	48,031	130,000
12	License & Permits	991,978	2,182,000
13	Interest & Rental Income	2,514,791	2,867,620
14	Fines & Forfeitures	166,205	327,101
Total General Fund Revenues		\$29,003,047	\$88,295,510

Footnotes:

- (a) Majority of the Sales Tax revenues are collected during the second half of the year due to the timing of holiday and pre-summer activity.
- (b) The majority of Business License Tax is collected between December-February for annual renewals.
- (c) Property Tax is typically received in arrears; future quarterly reports will provide a clearer picture of Property Tax revenue actuals.
- (d) Chevron Tax Resolution Agreement (TRA) trueup payment occurs in the Spring.
- (e) A decrease of approximately 5% on UUT in this fiscal year from last year was anticipated.
- (f) Transfers In will be recorded later in the fiscal year.
- (g) Franchise Tax is received in the Spring.
- (h) Other Revenues is trending above budget from payments from National Opioid Settlement Funds.
- (i) Intergovernmental Revenues will be recorded later in the fiscal year.
- (j) Interest on Investments is trending higher than the budget.

FY 2024-25 General Fund Expenditures Through Second Quarter

The following tables reflect actual General Fund appropriations expended in the current fiscal year compared to the previous fiscal year.

Fiscal Year 2024-25					
	Expenditure Source	Actual Appropriations Expended Through Q2*	Revised Full Year Budget	Variance in Dollar - Budget to Actuals	Percentage Expended*
1	Police(a)	\$12,733,764	\$22,381,342	(\$9,647,577)	57%
2	Fire (b)	8,431,631	16,132,214	(7,700,583)	52%
3	Transfers Out	7,024,159	15,081,546	(8,057,387)	47%
4	Public Works (c)	3,832,645	10,250,794	(6,418,148)	37%
5	Non-departmental	2,758,629	6,785,227	(4,026,598)	41%
6	Recreation, Parks & Library	4,651,871	10,889,279	(6,237,408)	43%
7	Community Development (d)	1,332,479	3,994,592	(2,662,113)	33%
8	Information Technology	1,825,282	3,911,403	(2,086,121)	47%
9	City Manager (e)	1,197,920	2,882,713	(1,684,793)	42%
10	Finance	1,239,199	2,766,646	(1,527,446)	45%
11	Human Resources (f)	666,552	2,134,785	(1,468,233)	31%
12	City Attorney (g)	333,568	897,450	(563,882)	37%
13	City Clerk (h)	179,511	658,095	(478,584)	27%
14	City Council	104,165	224,272	(120,107)	46%
15	Covid-19 Reimbursements (i)	(488,905)	0	(488,905)	0%
Total General Fund Expenditures		\$45,822,471	\$98,990,357	(\$53,167,886)	46.29%
*Does not include encumbrances					

Fiscal Year 2023-24			
	Expenditure Source	Actual Expenditures Received Through Q2	Revised Full Year Budget
1	Police	\$10,899,182	\$21,672,638
2	Fire	6,743,862	14,089,002
3	Transfers Out	9,992,524	17,930,206
4	Public Works	3,629,612	8,953,951
5	Non-departmental	4,557,864	6,745,052
6	Recreation, Parks & Library	3,887,570	10,372,344
7	Community Development	1,155,064	3,802,120
8	Information Technology	1,543,498	3,953,008
9	City Manager	1,159,390	2,903,270
10	Finance	1,282,232	2,754,376
11	Human Resources	449,602	2,116,401
12	City Attorney	200,802	835,450
13	City Clerk	166,231	516,545
14	City Council	90,133	235,329
15	COVID-19 Reimbursements	0	0
Total General Fund Expenditures		\$45,757,564	\$96,879,693

Footnotes:

- (a) Police Department's Admin Division is trending over budget in overtime and workers compensation. The department also has higher expenditures the first half of the fiscal year due to contractual payments that are paid annually at the beginning of the fiscal year
- (b) Suppression and Paramedic Divisions are trending slightly over budget in reimbursable overtime in the Fire Department
- (c) Vacancies in various divisions, notably Engineering, Streets, Equipment Maintenance and Government Buildings are reflected in the low-trending Public Works budget
- (d) Salary savings from vacancies in various divisions, notably Admin, Planning, and Building/Safety, are reflected in Community Development's budget
- (e) The City Manger's Office has Salary savings in the Communication division due to vacancies
- (f) Human Resources is trending lower than budget due to vacancies
- (g) City Attorney's billing occurs in arrears in several months, and these expenditures will be reconciled with future quarterly reports
- (h) City Clerk is trending under budget due to a vacancy
- (i) Payment from FEMA for COVID-19 reimbursements are recorded against expenditures, and due to the long process in receiving the reimbursements, are not budgeted. Staff anticipates receiving the remainder of the these COVID project reimbursements by the end of this fiscal year

FY 2024-25 All Funds Revenue Through Second Quarter

The following table reflects actual revenues for all funds received in the current fiscal year compared to the revised budget.

Fiscal Year 2024-25					
	Fund Name	Actual Revenues to Date	Revised Full Year Budget	Variance in Dollar	Percentage Received
1	General Fund	\$29,875,433	\$93,034,263	(\$63,158,830)	32%
2	Water Fund	20,134,501	34,630,327	(14,495,826)	58%
3	Transportation Funds (a)	4,387,077	2,604,345	1,782,731	168%
4	Debt Service POBs (b)	1,442,927	9,500,324	(8,057,397)	15%
5	Wastewater Fund	3,136,505	5,742,073	(2,605,569)	55%
6	General Fund CIP (c)	5,145,629	5,245,732	(100,103)	98%
7	Equip. Replacement Fund	1,686,456	1,686,456	0	100%
8	Workers Comp. Fund	1,870,758	3,542,207	(1,671,450)	53%
9	General Liability Fund	1,550,000	3,105,000	(1,555,000)	50%
10	Dev. Services Trust	115,174	270,000	(154,826)	43%
11	Public Safety Special Rev. (d)	555,605	2,521,934	(1,966,329)	22%
12	Other Special Rev. (e)	124,005	977,364	(853,359)	13%
13	Rec & Econ Dev Trust Fund (f)	121,835	1,124,250	(1,002,415)	11%
14	Cultural Development Fund (g)	346,462	250,000	96,462	139%
15	Debt Service Fund	2,835	35,000	(32,165)	8%
16	Solid Waste Fund	300,000	300,000	0	100%
17	Senior Housing Fund (h)	1,014,110	1,038,771	(24,662)	98%
Total		\$71,809,310	\$165,608,046	(\$93,798,737)	43.36%

Footnotes:

- (a) Measure M revenue is exceeding the budgeted amount primarily due to reimbursement that was from prior year CIP project that was collected in the current fiscal year
- (b) Debt Service POB's will be recognized during the second half of the fiscal year
- (c) The majority of this revenue category is the recording of a transfer to the CIP fund from the General Fund; the recording of this transfer occurred at the beginning of the Fiscal Year
- (d) Timing of program-specific revenue or grant revenue
- (e) Timing of program-specific revenue or grant revenue
- (f) \$1,000,000 was budgeted for plunge rehabilitation donations
- (g) Cultural Development Donations are exceeding the budget
- (h) This revenue category is the recording of the transfer from General Fund and CIP to the Senior Housing Fund

FY 2024-25 All Funds Appropriations Through Second Quarter

The following table reflects actual appropriations for all funds expended in the current fiscal year compared to the revised budget.

Fiscal Year 2024-25					
	Fund Name	Actual Expenditures to Date*	Revised Full Year Budget	Variance in Dollar	Percentage Expended*
1	General Fund	\$45,822,471	\$98,990,357	(\$53,167,886)	46%
2	Water Fund	13,459,654	39,333,606	(25,873,951)	34%
3	Transportation Funds	1,767,306	4,797,863	(3,030,557)	37%
4	Debt Service POBs (a)	9,477,140	9,500,314	(23,174)	99.8%
5	Wastewater Fund (b)	2,434,752	8,792,426	(6,357,674)	28%
6	General Fund CIP (c)	2,806,743	30,357,549	(27,550,806)	9%
7	Equip. Replacement Fund (d)	737,358	10,072,525	(9,335,167)	7%
8	Workers Comp. Fund	1,896,200	3,418,321	(1,522,121)	55%
9	General Liability Fund (e)	2,777,995	3,769,563	(991,568)	74%
10	Dev. Services Trust (f)	0	800,000	(800,000)	0%
11	Public Safety Special Rev.	611,940	2,961,575	(2,349,635)	21%
12	Other Special Rev.(g)	148,826	2,232,535	(2,083,709)	7%
13	Rec & Econ Dev Trust Fund	21,104	136,000	(114,896)	16%
14	Cultural Dev. Trust Fund	115,619	272,604	(156,985)	42%
15	Debt Service Fund	454,290	542,851	(88,561)	84%
16	Solid Waste Fund	147,398	330,000	(182,602)	45%
17	Senior Housing Fund (h)	5,095	194,295	(189,201)	3%
	Total	\$82,683,891	\$216,502,383	(\$133,818,492)	38.19%
*Does not include encumbrances					

Footnotes:

- (a) POB principal and interest full charges were recorded twice during the fiscal year: on July 1 and on December 31
- (b) The low-trending budget in Wastewater is attributed to the timing of billing by the City of L.A. for wastewater treatment costs (contractual services)
- (c) The CIP budget includes ongoing projects that may be in various stages of completion, resulting in varied timing of expenditures
- (d) Equipment Replacement Fund will anticipate higher expenditures during the second half of the fiscal year
- (e) Insurance and Bonds account is trending above budget
- (f) This budgeted amount is for contract services related to the Housing Element Implementation and General Plan Element Updates. Community Development will be requesting from City Council a contract award for the general plan element update; if approved, these funds will then be encumbered
- (g) Timing of program-specific revenue or grant expenditures
- (h) No expenditures to-date on projects related to improvements and ADA compliance

Mid-Year Recommended Adjustments:

General Fund Revenues:

There are no recommended General Fund Revenue adjustments.

All Fund Revenues:

Staff recommends the following non-General Fund revenue Mid-Year budget appropriation:

- **Cultural Development Fund:** Recreation, Parks, and Library requests an appropriation of **\$5,000** to Cultural Development Fund for a donation to Friends of the Library for music programming at the Library (revenue).

All Funds Revenues with Mid-Year recommended Adjustments

	Fund Name	Revised Budget	Mid-Year Recommended Changes	Revised Budget with Recommended Additions	% Increase
1	General Fund	\$93,034,263	\$0	\$93,034,263	0%
2	Water Fund	34,630,327	0	34,630,327	0%
3	Transportation Funds	2,604,345	0	2,604,345	0%
4	Debt Service POBs	9,500,324	0	9,500,324	0%
5	Wastewater Fund	5,742,073	0	5,742,073	0%
6	General Fund CIP	5,245,732	0	5,245,732	0%
7	Equip. Replacement Fund	1,686,456	0	1,686,456	0%
8	Workers Comp. Fund	3,542,207	0	3,542,207	0%
9	General Liability Fund	3,105,000	0	3,105,000	0%
10	Dev. Services Trust	270,000	0	270,000	0%
11	Public Safety Special Rev.	2,521,934	0	2,521,934	0%
12	Other Special Rev.	977,364	0	977,364	0%
13	Rec & Econ Dev Trust Fund	1,124,250	0	1,124,250	0%
14	Cultural Development Fund	250,000	5,000	255,000	2.0%
15	Debt Service Fund	35,000	0	35,000	0%
16	Solid Waste Fund	300,000	0	300,000	0%
17	Senior Housing Fund	1,038,771	0	1,038,771	0%
18	Golf Fund	0	0	0	0%
19	Economic Uncertainty	0	0	0	0%
	Total	\$165,608,046	\$5,000	\$165,613,046	0.003%

General Fund Appropriations:

Staff recommends the following General Fund expenditure Mid-Year budget appropriations:

- **Police Department:** Appropriation of **\$239,022** from unassigned fund balance of the General Fund for salaries and benefits related to:
 - 3 additional officers: In June 2023, City Council approved 10 overhires. Due to vacancies and retirements, the salaries and benefits were not included in the FY 2023-24 or FY 2024-25 budgets. As of September 2024, the

department has staffed 62 sworn officers, and 3 additional officers are anticipated to be hired by May 2025. This requires a budget appropriation of 2 months of salaries and benefit: **\$48,645**

- 4 Trainees for Police Department, covering 3 months (April, May, and June 2025): **\$50,377**
- Uniform Replacement for the 3 new officers: **\$50,000**
- Training Materials and Supplies (ammunition) for the 4 Trainees: **\$15,000**
- Professional & Technical (Polygraph, Psych, Backgrounds 3 new officers and trainees): **\$15,000**
- Contractual Services (5 Radios) for the 3 new Police Officers and the department: **\$60,000**
- **Fire Department:** Appropriation of **\$68,711** from unassigned fund balance of the General Fund for salaries related to increasing firefighter salaries to paramedic pay following the promotion of firefighters to medic rank
- **Public Works:** Appropriation of **\$45,000** from unassigned fund balance of the General Fund for maintenance and operations related to:
 - Pump Station 16 Repairs (maintenance) due to higher than anticipated costs to repair the Pump Station.
- **City Manager:** Appropriation of **\$43,561** from unassigned fund balance of the General Fund for salaries related to:
 - Add back in Executive Assistant position (frozen during budget preparation and adoption), but convert to Management Analyst; budget for four months (remainder of FY25)

The total expenditure appropriation expenditure request for the General Fund is **\$396,294**.

General Fund Appropriations with Mid-Year Recommended Adjustments

	Expenditure Source	Current Budget	Mid-Year Recommended Changes	Revised Budget with Recommended Additions	% Increase
1	Police	\$22,381,342	\$239,022	\$22,620,364	1.07%
2	Fire	16,132,214	68,711	16,200,925	0.43%
3	Transfers Out	15,081,546	0	15,081,546	0.00%
4	Public Works	10,250,794	45,000	10,295,794	0.44%
5	Non-departmental	6,785,227		6,785,227	0.00%
6	Recreation, Parks & Library	10,889,279	0	10,889,279	0.00%
7	Community Development	3,994,592	0	3,994,592	0.00%
8	Information Technology	3,911,403	0	3,911,403	0.00%
9	City Manager	2,882,713	43,561	2,926,274	1.51%
10	Finance	2,766,646	0	2,766,646	0.00%
11	Human Resources	2,134,785	0	2,134,785	0.00%
12	City Attorney	897,450	0	897,450	0.00%
13	City Clerk	658,095	0	658,095	0.00%
14	City Council	224,272	0	224,272	0.00%
Total		\$98,990,358	\$396,294	\$99,386,652	0.40%

All Funds Appropriations:

All Funds Appropriations with Mid-Year recommended Adjustments

	Expenditure Source	Revised Budget	Mid-Year Recommended Changes	Revised Budget with Recommended Additions	% Increase
1	General Fund	\$98,990,357	\$396,294	\$99,386,651	0.40%
2	Water Fund	39,333,606	0	39,333,606	0.00%
3	Transportation Funds	4,797,863	0	4,797,863	0.00%
4	Debt Service POBs	9,500,314	0	9,500,314	0.00%
5	Wastewater Fund	8,792,426	0	8,792,426	0.00%
6	General Fund CIP	30,357,549	0	30,357,549	0.00%
7	Equip. Replacement Fund	10,072,525	0	10,072,525	0.00%
8	Workers Comp. Fund	3,418,321	0	3,418,321	0.00%
9	General Liability Fund	3,769,563	0	3,769,563	0.00%
10	Dev. Services Trust	800,000	0	800,000	0.00%
11	Public Safety Special Rev.	2,961,575	0	2,961,575	0.00%
12	Other Special Rev.	2,232,535	5,000	2,237,535	0.22%
13	Rec & Econ Dev Trust Fund	136,000	0	136,000	0.00%
14	Cultural Dev. Trust Fund	272,604	5,000	277,604	1.83%
15	Debt Service Fund	542,851	0	542,851	0.00%
16	Solid Waste Fund	330,000	0	330,000	0.00%
17	Senior Housing Fund	194,295	0	194,295	0.00%
Total		\$216,502,383	\$406,294	\$216,908,677	0.19%

Staff recommends the following non-General Fund expenditure Mid-Year budget appropriations:

- **General Fund:** General Fund appropriations are listed in above table labeled 'General Fund Appropriations with Mid-Year Recommended Adjustments' (Fund 001).
- **Cultural Development Fund:** Recreation, Parks, and Library requests an appropriation of **\$5,000** to Cultural Development Fund for a donation to Friends of the Library for music programming at the Library (expenditure).
- **Other Special Revenue:** Public Works requests an appropriation for the CalRecycle grant in the amount of **\$5,000**. The revenue but not the expenditures were budgeted for FY 2024-25. The grant is annual and already received.

ENTERPRISE RESOURCE PLANNING (ERP) IMPLEMENTATION UPDATE

The Finance Department will continue to include status updates for the multi-year project in quarterly financial reports.

Finance staff worked with Tyler Technologies staff for in-person analysis sessions of the City's project and grant accounting, budget, general ledger, and chart of accounts. The

initial analysis and ongoing data provided to Tyler, along with the third-party project manager, are used to build the new ERP.

In January and February 2025, staff continued meetings with Tyler implementation staff for analysis focused on the City's chart of accounts, which is the 'backbone' of the ERP system, and Purchasing and Accounts Payable. February, March, and April 2025 will focus on configuration and the start of process training.

CONCLUSION

The revised year-end revenue estimates and expenditure recommendations represent a net total increase to all funds of the adopted budget in the amount of \$401,294.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file the Second Quarter Fiscal Year 2024-25 Financial Report.
2. Approve to amend the FY 2024-25 Budget to reflect the revised year-end revenue estimates and year-end expenditures, which were noted in this Mid-Year Budget and Second Quarter Fiscal Year 2024-25 Financial Report.

Exhibit A:

Fiscal Year 2024-2025 Mid-Year Budget Adjustments

<u>Item #</u>	<u>Dept:</u>	<u>Description</u>	<u>Fiscal Impact</u>		<u>Account</u>
			<u>General Fund</u>	<u>Other Funds</u>	
Revenues					
1	Cultural Development Fund	Friends of Library Donation - Music Program	-	5,000	704-300-0000-3971
Increase in General Fund and Other Fund Revenues			-	5,000	
Expenditures					
2	City Manager	Salaries Full Time	43,561	-	001-400-2101-4101
3	Fire	Salaries Full Time	68,711	-	001-400-3203-4101
4	Police	Salaries Full Time	48,645	-	001-400-3102-4101
5	Police	Salaries Full Time	50,377	-	001-400-3102-4101
6	Police	Training Materials & Supplies	15,000	-	001-400-3101-5218
7	Police	Professional & Technical	15,000	-	001-400-3101-6214
8	Police	Contractual Services	60,000	-	001-400-3107-6206
9	Police	Uniform Replacement	50,000	-	001-400-3101-4215
10	Public Works	Contractual Services	45,000	-	001-400-4601-6206
11	Public Works	California Beverage Grant	-	5,000	125-400-3617-5204
12	Recreation, Parks and Library	Professional & Technical	-	5,000	704-400-0000-6214
Increase in General Fund and Other Funds Expenditures			396,294	10,000	



Executive Assistant Class Specification

Link: [Class Specifications | Executive Assistant | Class Spec Details \(governmentjobs.com\)](#)

Management Analyst Class Specification

Link: [Class Specifications | Management Analyst | Class Spec Details \(governmentjobs.com\)](#)



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Professional Services Agreement With MIG in an Amount Not-To-Exceed \$887,479 to Update the El Segundo General Plan Land Use Element

RECOMMENDATION:

1. Appropriate an additional \$87,479, and authorize the City Manager to execute a contract with MIG in an amount not-to-exceed \$887,479 to update the City's General Plan Land Use Element.
2. Establish a Technical Advisory Committee, comprised of City Department and City Commission/Committee representatives.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$800,000

Additional Appropriation: \$87,479

Account Number(s): 001-708-2402-6206 (Contractual Services)

BACKGROUND:

California state law mandates that every city and county include a land use element as one of the seven required components of their general plan. The land use element, which has the broadest scope of all general plan elements, designates the distribution, location, and extent of land use, including housing, business, industry, agriculture, open space, public facilities, and other public and private uses. It also establishes standards for population density and building intensity. El Segundo's current land use element was last updated in 1992. The current land use element no longer reflects current population trends, economic conditions, or development patterns, and provides for limited or no

Professional Service Agreement - General Plan Land Use Element Update

February 18, 2025

Page 2 of 6

growth opportunities moving into the twenty-first century. This existing framework lacks flexibility in addressing market demands today, resulting in inefficient land use and fails to address modern housing needs, traffic congestion, and environmental concerns, thereby hindering economic development by not aligning with current market conditions or emerging trends.

Recognizing the importance of *Championing Economic Development and Fiscal Sustainability* (2022-2026 Strategic Plan, Goal 5), the City Council included strategy “D” “implementing community planning, land use, and enforcement policies that encourage growth while preserving El Segundo’s quality of life and small-town character” as a top priority in the 2022-2026 Strategic Plan.

In order to contribute towards strategy “D”, staff developed a draft request for proposals (RFP) and presented it to the City Council during a study session on May 21, 2024, to solicit proposals from professional firms that would lead the effort in updating the City’s land use element. With City Council direction provided at the study session, the RFP was issued on August 15, 2024, with the deadline for questions set for September 5, 2024, and responses from staff provided by September 19, 2024. Proposals were due by October 24, 2024. A committee of City staff held two rounds of review in order to select the preferred consultant team. The first round included review of the submitted proposals, with the top five being invited for a second round review including an in-person presentation and interview on December 18, 2024.

DISCUSSION:

The general plan land use element is crucial as it serves as a blueprint for the long-term development and growth of a community, ensuring that resources are used efficiently and sustainably. It balances economic, social, and environmental needs by guiding land use, infrastructure, and public services. By providing a clear vision and framework, the land use element fosters orderly development, mitigates conflicts, and enhances the quality of life for residents while preserving the community’s unique character and resources for future generations. The process marks a critical step toward modernizing El Segundo’s land use element to better serve the community.

Process and Evaluation:

The RFP was publicly advertised on August 15, 2024, and eight proposals were received by the submission deadline of October 24, 2024. A selection committee comprising staff from the Planning Division, Economic Development Division, Police, and Community Development departments evaluated the proposals based on the following criteria:

1. Project Understanding
2. Scope of Work
3. Firm Qualifications and Experience

Professional Service Agreement - General Plan Land Use Element Update

February 18, 2025

Page 3 of 6

4. Project Team Qualifications and Experience
5. References and Satisfaction of Previous Clients
6. Implementation Schedule

Of the eight proposals received, the top five were selected, based on scoring of the above criteria, for a follow-up in-person interview with the selection committee.

The in-person interviews were ranked based on the consultant team's presentation demonstrating their overall project understanding and strategic vision, developing land use strategies and community vision, branding and economic development strategy, any innovative and proprietary tools offered, and their overall project management and proof of concept examples. After a thorough evaluation and extensive interview process with the top five firms, the review committee ranked MIG as the top firm due to their proven track record of success in preparing General Plans for California cities, their robust approach to community engagement, their commitment to data-driven analysis and innovative policy solutions, and their demonstrated ability to deliver high-quality plans on time and within budget. Committee ranking of proposals and in-person interviews are provided in the attached.

MIG has extensive experience in preparing General Plan land use element updates for cities similar to the City of El Segundo. Their proposal (attached), panel interview, and cost structure demonstrated to the review committee that their approach is forward-thinking and creative, with the greatest understanding of El Segundo's unique position and desire to remain an economic powerhouse combined with the 'main street USA' character of its downtown and residential community.

It is the review committee's assessment that MIG's proposal provided the greatest value in the proposed cost and services provided among the seven other proposals.

Proposed Scope of Work Outline:

The contract with MIG includes the following key tasks:

Summary of Existing Conditions

1. Community Engagement Series
2. Technical Analysis
 - Market and Fiscal Analysis
 - Other CEQA-required Technical Studies
3. Land Use Concept Alternatives
4. Urban Design Integration

5. Environmental Impact Report
6. Zoning Code and Map Consistency Recommendations

Technical Advisory Committee

In addition to a robust community engagement program integral to the Land Use Element update, staff recommends the inclusion of a Technical Advisory Committee (TAC). Task 3.8 of MIG's proposal, "Technical Advisory Board Meetings," calls for the consideration of forming a Technical Advisory Committee. This committee, appointed by City Council, includes key city staff members from various departments (i.e. Community Development, Public Works, Economic Development, Police, Fire Prevention, and Recreation, Parks and Library). Appointed members also include representation from existing commissions and committees (i.e. Environmental Committee, Planning Commission, Recreation and Parks Commission, Diversity, Equity, and Inclusion Committee, and Capital Improvement Program Advisory Committee). The TAC, possessing technical knowledge in their relevant fields, can contribute to data analysis, policy recommendations, and the development of implementation strategies consistent with the City Council's Strategic Plan and existing policy direction. Ultimately, by providing their expertise, ensuring inclusivity of City representation vested in their respective specialty areas, and enhancing the quality of the plan, the TAC contributes to the creation of a land use framework that serves the best interests of the community.

Cost:

The proposed not-to-exceed contract amount is \$887,479. This encompasses all costs related to the aforementioned scope of work, including \$799,344 for direct costs, \$7,455 for Optional Task O-8 Community Survey, and a 10% contingency fee (as outlined in the RFP) of \$80,680. The contingency fee will be allocated for additional optional services (outlined below) to be determined by staff as the project progresses, primarily intended to cover additional outreach efforts as deemed appropriate and other related activities. The contract will be funded through the dedicated General Plan Maintenance Fee, which is a 10% fee applied to all Building & Safety permits.

Professional Service Agreement - General Plan Land Use Element Update
February 18, 2025
Page 5 of 6

OPTIONAL TASKS		
O-1	Additional Engagement Events:	
	Community Workshop	\$ 25,000
	Pop-Up Event	\$ 3,000
	Study Session	\$ 6,000
	Public Hearing	\$ 3,000
O-2	Interactive Land Use Alternatives Dashboard	\$ 20,000
O-3	Zoning Code Implementation	\$ 100,000
O-4	Project Feasibility Analysis (KMA)	\$ 24,000
O-5	Traffic Operation Analysis (F&P)	\$ 38,000
O-6	Objective Design Standards	\$ 75,000
O-7	General Plan Safety Element Update	\$ 100,000
O-8	Community Survey	\$ 7,455

Timeline:

The project is anticipated to take approximately 18 to 24 months to complete. If approved, project kick-off would initiate in March 2025, with anticipated completion prior to March 2027.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

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:

Agnes Ho, Administrative Analyst

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. General Plan Land Use Element Rankings
2. RFP 24-07 General Plan Land Use Element - MIG
3. General Plan Land Use Element RFP

4. General Plan Land Use Element Revised Scope and Budget 1-23-25

General Plan Land Use Element Update Scoring

Committee Members: Michael Allen, AICP, Community Development Director; Sal Rodriguez, Chief of Police; Eduardo Schonborn, AICP, Planning Manager; Paul Samaras, AICP, Principal Planner; Cristina Rivelas, Economic Development Senior Management Analyst; Agnes Ho, Administrative Analyst

Proposal Rankings

1. De Novo
2. Dudek
3. Kimley-Horn
4. MIG
5. Harris & Associates
6. Interwest
7. Sagecrest
8. Bowman

Interview Rankings

1. MIG
2. Dudek
3. Kimley-Horn
4. Harris & Associates
5. Denovo



CITY OF EL SEGUNDO | RFP 24-07

General Plan Land Use Element Update

Proposal | October 24, 2024



537 S. Raymond Avenue | Pasadena, CA 91105

Contact: Laura R. Stetson, AICP

(626) 744-9872, ext. 3090 | lstetson@migcom.com

In association with:

Fehr & Peers | Keyser Marston Associates, Inc.



TABLE OF CONTENTS

Transmittal Letter	1
Questionnaire	
a. Proposer and general information	3
b. Firm qualifications and experience	3
c. Team member qualifications and experience	17
d. Questions/responses to the scope of services	35
e. Proposed fees/budget	62
f. References	64
g. Implementation schedule	65
h. Certificate(s) of Insurance	66
i. Business Tax Certificate	67
j. Standard City Professional Services Agreement	67



October 24, 2024

537 S. Raymond Avenue
Pasadena, CA 91105
(626) 744-9872
www.migcom.com

Michael Allen, AICP
Community Development Director
City of El Segundo
350 Main Street
El Segundo, CA 90245-3813

CALIFORNIA
BERKELEY, FULLERTON,
LOS ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO, SAN JOSE,
AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

RE: RFP #24-07 General Plan Land Use Update

Dear Mr. Allen and Members of the Selection Committee:

The update of El Segundo’s General Plan Land Use Element comes at an opportune time. Thirty years have passed since the City last updated this foundation for land use decision-making, and rapid evolution in how people work, combined with intense demand for housing of all types, presents El Segundo with the question of how best to adapt while preserving the qualities that uniquely define the city.

MIG, Inc., is at the forefront of innovation in community planning and urban development. Our General Plan work is based on 40+ years of expertise in urban design, placemaking, green infrastructure, urban planning, public outreach, facilitation, and communications. We enjoy seeing visions become reality, such as the development projects underway in Smoky Hollow in response to the Smoky Hollow Specific Plan our staff worked with you to complete in 2018 and amend in 2023.

We present a scope of work responsive to the Request for Proposal (RFP) and reflective of our knowledge of the City and El Segundo’s interest in having a Land Use Element that reflects current population trends, economic conditions, and evolving land use practices, and that accounts for current housing needs, addresses traffic congestion, and responds to current-day environmental concerns and principles. We have tailored this work program to meet your schedule, with a three-phase approach designed to ensure a comprehensive and inclusive process with the outcomes the community embraces. The first phase, Context & Vision, focuses on gathering insights through fact-finding, community engagement, and visioning exercises which will identify priorities and concerns. In the second phase, Exploring Alternatives, we will develop three distinct land use scenarios, evaluating each to determine the most viable option that aligns with community aspirations and needs. Finally, the third phase, Future Foundations, will involve drafting the new land use plan, setting the framework for growth and development, and moving toward formal adoption. Community engagement activities will be integrated throughout the work program, ensuring the process captures community voices at every stage. The scope of work also includes a thorough CEQA environmental analysis (including all technical studies). Through an assessment of the City’s Zoning Code, any recommended amendments will be identified.

For this proposal, we have assembled a multidisciplinary team with a deep understanding of local and regional dynamics. We regularly partner with local experts who complement MIG’s multidisciplinary internal team. Our team includes:

- » **Fehr & Peers** to provide mobility performance metrics and support the Environmental Impact Report (EIR)

» **Keyser Marston and Associates** to assess market factors affecting land use, evaluate financial opportunities for key sites, analyze the proposed land use program for resource protection and stability, and identify implementation mechanisms to support the city's economic goals

We are committed to executing this project within the designated timeframe, ensuring that all legal requirements are met, and the City's and community's needs are addressed. Our proposal represents a firm and irrevocable offer to undertake this important work.

As you read our proposal, please contact me at lstetson@migcom.com or (818) 388-4286, or Project Manager Diana Gonzalez at dianag@migcom.com or (626) 673-8433 if you have questions.

Regards,



Laura R. Stetson, AICP
Principal-in-Charge



a. Proposer and General Information

Proposer's Name and Address

MOORE IACOFANO GOLTSMAN, INC. (MIG)

537 South Raymond Avenue
Pasadena, CA 91105

Primary Contact

LAURA R. STETSON, AICP

Principal-in-Charge
(818) 388-4286
lstetson@migcom.com

b. Firm Qualifications and Experience

About MIG, Inc.

FIRM INFORMATION

Years in Business: 42 years

Organizational Structure: CA Corporation

Size and Location of Offices: 14 offices; Berkeley (Headquarters), Fullerton, Los Angeles, Pasadena, Riverside, Sacramento, San Diego, San José, and Sonoma, CA; Portland, OR; Seattle, WA; Denver, CO; San Antonio, TX; Brooklyn, NY

Principal Owners: Daniel Iacofano, President, CEO, CFO

Number and Position of Staff: Over 260; Urban Planners, Urban Designers, Landscape Architects and Designers, Engineers, Environmental Planners, Strategic Planners, Engagement and Strategic Communications Specialists, and Administrative Support Staff

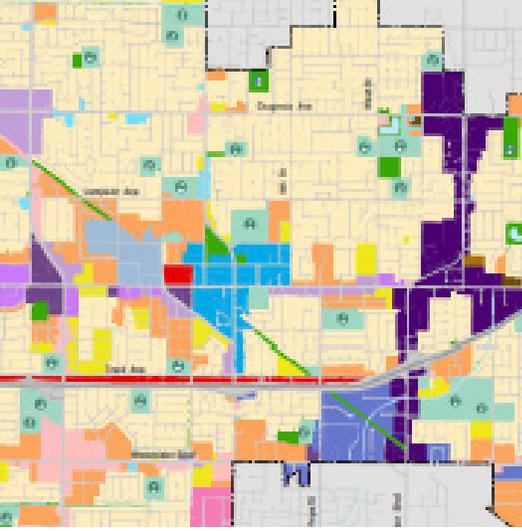
Managing Office: MIG Pasadena

Responsible Team Members: Laura Stetson, Principal-in-Charge; Diana Gonzalez, Project Manager; Roxanne Borzo Bertrand, Deputy Project Manager; José Rodriguez, GIS Director; Esmeralda García, Community Engagement Lead; and Bob Prasse, CEQA Lead

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.





MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

AREAS OF EXPERTISE

- » General and Specific Plans
- » Zoning Codes, Objective Design Standards, and Design Guidelines
- » Visioning and Community-based Planning
- » Urban Design and Placemaking
- » Healthy Neighborhoods Planning
- » CEQA Documentation and Environmental Planning
- » Community Outreach and Engagement
- » Facilitation and Consensus Building
- » Strategic Communications and Web Technology
- » Mapping and GIS Analysis
- » Graphic Design and Visual Simulations
- » Parks, Recreation, and Trails Planning
- » Landscape Architecture
- » Sustainability and Green Infrastructure

Community-Based Planning. MIG offers a unique combination of community planning, urban design, and public engagement expertise that brings community interests together to frame land use, development, and urban design issues. We have a successful record in preparing General Plans, Community Plans, Specific Plans, and Zoning Codes that can advance a community’s sustainability, livability, and economic vibrancy. We strive to conduct land use planning in a highly interactive process involving key constituent groups. This process generates a clear and collective vision of development and growth that serves as an inspirational expression of future possibilities and an overarching framework for implementation.

Our approach is based on a thorough understanding of existing conditions and guiding regulations, efficiency, accuracy in information gathering and analysis, creativity, and innovation in collaborative problem-solving and strategic development.

Innovative Skillsets. MIG has the technical and analytical capability to perform a variety of GIS analyses, including land use modeling, site suitability analysis, holding capacity and buildout analysis, data collection and conversion, database creation, and natural resource mapping. We have extensive experience using the ArcGIS family of software products and have an in-depth knowledge of ArcMap, Spatial Analyst, and 3D Analyst. We maintain an extensive database of up-to-date geospatial information. MIG incorporates GIS mapping and analysis into all of the services we provide. We analyze GIS data for baseline studies and alternatives analysis. We prepare small maps for documents and reports and large-scale maps for use in our public participation efforts.



Additionally, our in-house multidisciplinary team includes seasoned professionals with exceptional qualifications in web technology, 3D/AR/VR visualization, UI/UX design, environmental graphic design, exhibit and interpretive design, and strategic communications. MIG has award-winning qualifications in translating technical and educational content into transformative digital communication strategies, websites, animations, exhibits, and visualizations. We deeply understand the dynamics of communications and human behavior. Equally important, we are adept at melding this understanding with storytelling, design, and technology to deliver state-of-the-art digital educational experiences and web applications.

Community Engagement. MIG is known for effectively communicating complex issues to key stakeholders, businesses, and the public, enabling them to actively participate in policy, planning, and design processes and make informed decisions that impact every aspect of their lives. We design and implement multilevel community engagement processes aimed at increasing public understanding and participation in local planning processes.

The depth of our expertise encompasses outreach and engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. MIG has designed and led outreach and education programs including large festivals, pop-up events, tactical urbanism, walking tours, and speaker bureaus. We have experience working with elected officials, community leaders, business representatives, and other stakeholders to assess potential issues and opportunities that can shape the community engagement process.

Our Subconsultants

FEHR & PEERS

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. The firm derives inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. With a focus on innovation, Fehr & Peers differentiates itself by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. The company’s culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates team members to explore emerging transportation concepts and mobility trends, and inspires the development of new analytical tools and techniques.

Since 1985, Fehr & Peers has purposefully maintained its focus on transportation consulting, serving client needs including:

- » Active Transportation
- » Land Use & Transportation
- » Climate & Resilience
- » Parking
- » Safety
- » Transit Planning
- » Emerging Technologies
- » Transportation Engineering
- » Equity in Transportation
- » Transportation Forecasting & Operations
- » Freight

Fehr & Peers has assisted hundreds of agencies with general plan modeling and circulation element support, including the cities of following California agencies:

- » City of Barstow
- » City of Calabasas
- » City of Carlsbad
- » City of Carson
- » City of Corona
- » City of Culver City
- » City of Hermosa Beach
- » City of Hesperia
- » City of Los Angeles
- » City of Montclair
- » City of Ontario
- » City of Palm Desert
- » City of Palm Springs
- » City of Paso Robles
- » City of Rancho
- » City of Redlands
- » City of Rocklin
- » City of Redondo Beach
- » City of Rolling Hills Estates
- » City of Santa Barbara
- » City of Santa Fe Springs
- » City of Santa Monica
- » City of Whittier
- » Alpine County
- » Butte County
- » Calaveras County
- » Contra Costa County
- » Humboldt County
- » Lake County
- » Napa County
- » Placer County
- » San Diego County
- » Stanislaus County
- » Town of Apple Valley
- » Yolo County
- » Yuba County

KEYSER MARSTON ASSOCIATES, INC.

Keyser Marston Associates, Inc. (KMA) is a full-service real estate, financial, housing, and economic consulting firm specializing in real estate advisory and evaluation services, and financial analyses. KMA is a privately held corporation that was incorporated in 1976, with over 30 staff members across offices in Los Angeles, Brea, San Diego, and Berkeley. KMA has one of the largest real estate advisory practices on the west coast. The majority of KMA assignments involve long-standing client relationships. The firm’s public-sector clients include nearly every major municipality in California, as well as counties, ports, special districts, universities, and former military bases.

KMA is known for its full range of real estate services, providing creative, pragmatic solutions to complex urban development challenges. Practice areas include:

- » Public-private real estate transactions
- » Fiscal and economic impacts

- » Infrastructure finance
- » Transit-oriented neighborhoods
- » Public benefits and entitlements
- » Redevelopment/Successor Agencies
- » Affordable and inclusionary housing
- » Economic development

Current notable public sector clients include the cities of Los Angeles, Anaheim, Pasadena, Culver City, Long Beach, Glendale, Brea, Fullerton, Burbank, Orange, Santa Monica, and El Segundo, among many others.

KMA provides consulting services on projects of differing scales including the negotiation of some of the most catalytic projects in Southern California: the Hollywood & Highland Entertainment Complex, the Anaheim Convention Center and Stadium Area sites, the Grand Avenue Joint Powers Authority Mixed Use Project and the Old Pasadena district. KMA is equally effective in projects of smaller scale, including the Shoppes at Chino Hills (a 359,000-square-foot lifestyle center), a pharmacy anchored retail project in San Gabriel and small scale mixed-use projects in West Hollywood, Culver City and Burbank. In addition, the firm has conducted market and fiscal analyses for cities, counties, school districts, water districts, and private entities throughout Los Angeles County, Orange County, and the Inland Empire.

The increased complexities of real estate and ground lease transactions demand a strong technical understanding of real estate, financing markets and a keen understanding of California laws that affect the disposition of public property. The firm is unique among other real estate consulting firms by possessing this unique combination of skills. The combined knowledge and expertise in these areas has resulted in KMA’s ability to provide services, which not only comply with the current policies and practices pertaining to local development, but which are also based on a fundamental understanding of real estate markets, valuation, and financing.

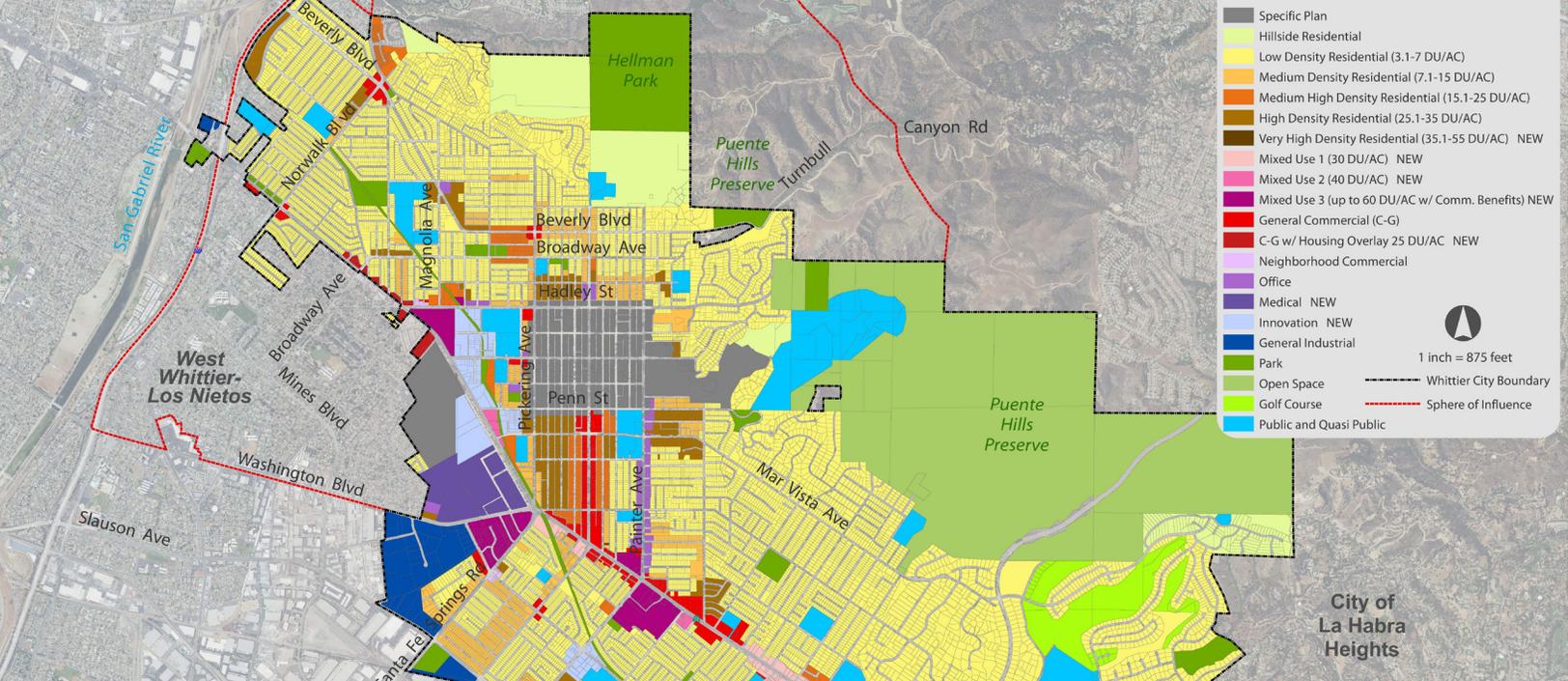
Relevant Experience

The table and relevant projects showcased on the following pages highlight MIG’s deep experience with general plans, land use, public engagement, and implementation for communities similar in size and planning issues to the City of El Segundo.

MIG GENERAL PLANS AND SIMILAR DOCUMENTS

	General Plan/Long-Range Land Use Planning	Community Engagement	CEQA Documentation	Land Use Planning Best Practices	Neighborhood Authenticity	Downtown Planning	Corridor Planning	In-person and/or Virtual Stakeholder Engagement	Market Demand and Economic Opportunity	Mobility and Connectivity	Public Services and Infrastructure	GHG and Climate Change	Safety and Hazards	Environmental Justice	Visually Appealing Maps and Graphics
Atascadero General Plan Update, CA	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Arcadia General Plan and Development Code, CA	●	●		●	●	●	●	●	●	●	●		●		●
Baldwin Park General Plan, Health & Sustainability Element*, Environmental Justice Element, and Zoning Code, CA	●	●	●		●		●	●	●	●	●	●	●	●	●
Blueprint Denver and Comprehensive Plan, CO*	●	●		●	●		●	●	●	●	●		●	●	●
Burlingame 2040 General Plan ePlan and Zoning Code, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Carlsbad Growth Management Plan, CA	●	●		●	●	●	●	●	●	●	●				●
Charlotte Future 2040 Comprehensive Plan, NC**	●	●		●	●		●	●	●	●	●	●	●	●	●
Commerce General Plan, Corridor Plans & Zoning, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Compton General Plan and EIR, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Costa Mesa General Plan - Land Use and Circulation, CA	●	●		●	●	●	●	●	●	●	●				●
Covina Town Center Specific Plan and EIR, CA	●	●	●	●	●	●	●	●	●	●	●				●
Cupertino General Plan, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Desert Hot Springs General Plan, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Downey General Plan and Specific Plan Amendments, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Garden Grove Focused General Plan Update, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Hayward General Plan ePlan, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Lancaster Environmental Justice Element, CA	●	●	●	●	●		●	●		●	●	●	●	●	●
La Palma General Plan, CA	●	●		●	●	●		●	●	●	●		●		●
La Puente General Plan and Zoning Code, CA	●	●		●	●	●		●	●	●	●		●		●
Long Beach 2030 Focused General Plan - Land Use, CA	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Monterey Park General Plan, CA	●	●	●	●	●	●	●	●	●	●	●				●
Mountain View General Plan, CA	●	●	●	●	●			●	●	●	●	●	●	●	●
Paramount Housing, Safety, and EJ Elements, CA	●	●	●	●	●			●			●	●	●	●	●
Poway Road Corridor Specific Plan and EIR, CA	●	●	●	●	●	●	●	●	●	●	●				●
Rancho Cucamonga General Plan, CA*	●	●		●	●	●	●	●	●	●	●		●		●
Redwood City General Plan and Mixed Use Zoning, CA*	●	●	●	●	●	●	●	●	●	●	●	●	●		●
Rialto General Plan, CA*	●	●		●	●	●	●	●	●	●	●		●		●
Richmond General Plan, CA*	●	●	●	●	●	●	●	●	●	●	●		●	●	●
Riverside General Plan and Zoning/Subdivision Codes, CA*	●	●		●	●	●	●	●	●	●	●		●		●
San Antonio Comprehensive Plan, TX*	●	●		●	●		●	●	●	●					●
SA Tomorrow Area Plans, San Antonio, TX*		●		●	●	●	●	●	●	●	●			●	●
San Carlos Focused General Plan & Zoning Ordinance, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Santa Fe Springs General Plan Update, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Santa Rosa General Plan Update, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Smoky Hollow Specific Plan Update & EIR, El Segundo, CA	●	●	●	●	●	●	●	●	●	●	●				●
Vernon General Plan and Zoning Ordinance, CA	●	●	●	●	●	●		●	●	●	●		●	●	●
Walnut General Plan and West Valley Blvd Specific Plan, CA	●	●	●	●	●	●	●	●	●	●	●	●	●		●
Whittier General Plan, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

* APA Award Winner ** 2023 National APA Daniel Burnham Award



- Specific Plan
 - Hillside Residential
 - Low Density Residential (3.1-7 DU/AC)
 - Medium Density Residential (7.1-15 DU/AC)
 - Medium High Density Residential (15.1-25 DU/AC)
 - High Density Residential (25.1-35 DU/AC)
 - Very High Density Residential (35.1-55 DU/AC) NEW
 - Mixed Use 1 (30 DU/AC) NEW
 - Mixed Use 2 (40 DU/AC) NEW
 - Mixed Use 3 (up to 60 DU/AC w/ Comm. Benefits) NEW
 - General Commercial (C-G)
 - C-G w/ Housing Overlay 25 DU/AC NEW
 - Neighborhood Commercial
 - Office
 - Medical NEW
 - Innovation NEW
 - General Industrial
 - Park
 - Open Space
 - Golf Course
 - Public and Quasi Public
- 1 inch = 875 feet
- Whittier City Boundary
- Sphere of Influence

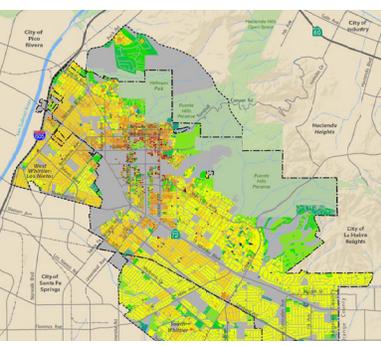


Figure 2-16: Housing Age
ENVISION WHITTIER

Residential Building Age

- 1910-1920
- 1921-1930
- 1931-1940
- 1941-1950
- 1951-1960
- 1961-1970
- 1971-1980
- 1981-1990
- 1991-2000
- 2001-2010
- 2011-2019
- 2020-2024

■ No Data or No Data Available

Base Map Features:

- Whittier City Boundary
- Whittier Sphere of Influence
- County Boundary
- Township
- Railroads
- River and Creeks
- Waterbodies
- Open Space/Natural Areas

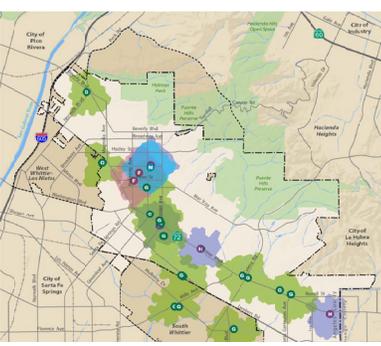


Figure 4-26: Healthy Food Access
ENVISION WHITTIER

Healthy Food Outlets

- Grocery Stores
- Farmers' Market
- Health Food Store and Related
- Fresh Foods

Healthy Food Outlet Areas within One Half Mile Walking Distance

- Grocery Stores
- Farmers Market
- Health Food Stores
- Fresh Foods

Base Map Features:

- Whittier City Boundary
- Whittier Sphere of Influence
- County Boundary
- Township
- Railroads
- River and Creeks
- Waterbodies
- Open Space/Natural Areas

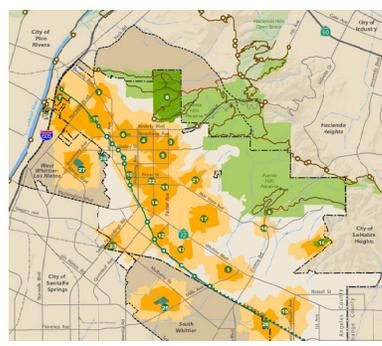


Figure 4-1: Recreational Facilities and Access
ENVISION WHITTIER

Parks and Recreation Facilities

- Whittier Parks
- Los Angeles County Parks
- Pin Point State Natural Park

Park Service Area to Neighborhoods

- Within 1/4 Mile Walking Distance
- Within 1/2 Mile Walking Distance

Open Space

- Puente Hills Habitat Authority
- Open Space/Natural Areas

Trails

- Greenway Trail
- Greenway Trail Extension
- Greenway Trail Access Points
- Other Trails
- Other Trail Access Points/Trailheads

Base Map Features:

- Whittier City Boundary
- Whittier Sphere of Influence
- County Boundary
- Township
- Railroads
- River and Creeks
- Waterbodies

City of Whittier Planning Services

MIG worked with the City of Whittier to update its General Plan. The plan establishes new policies to address sustainability, climate change, environmental justice, and community health. Critically, the Plan envisioned the reinvention and transformation of Whittier Boulevard from a high-speed, auto-oriented commercial corridor to a boulevard with distinctive mixed-use, entertainment-oriented, and medical districts, including a TOD node at the future Metro light rail station.

MIG developed an extensive community engagement program to keep residents informed and engaged throughout the process. The community engagement program includes high-touch outreach techniques, such as stakeholder interviews, community intercepts, and interactive workshops. High-tech approaches include a multimedia campaign, social media outreach, online questionnaires, and a comprehensive website. Community engagement was strategically launched to attain public feedback loops to inform the vision, guiding principles, goals and policies, and land use alternatives.

Following General Plan adoption, the City retained MIG to prepare the 2021-2029 Housing Element and to undertake focused Zoning Code amendments necessary to implement housing policies and new General Plan land use designations.

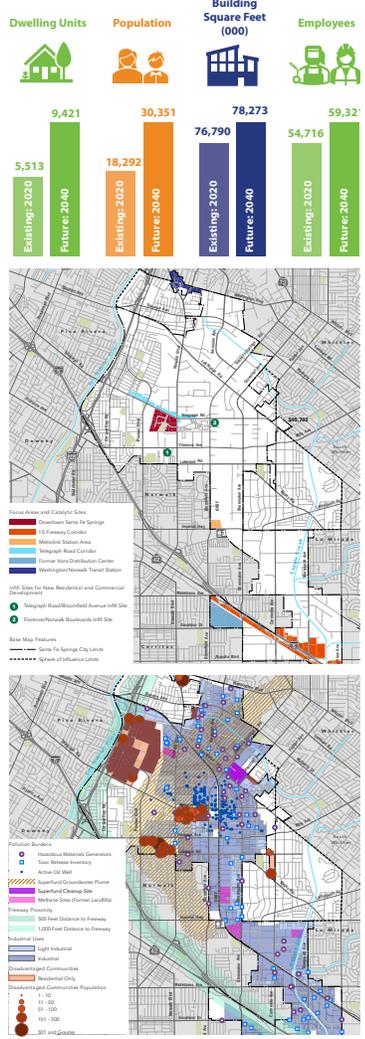
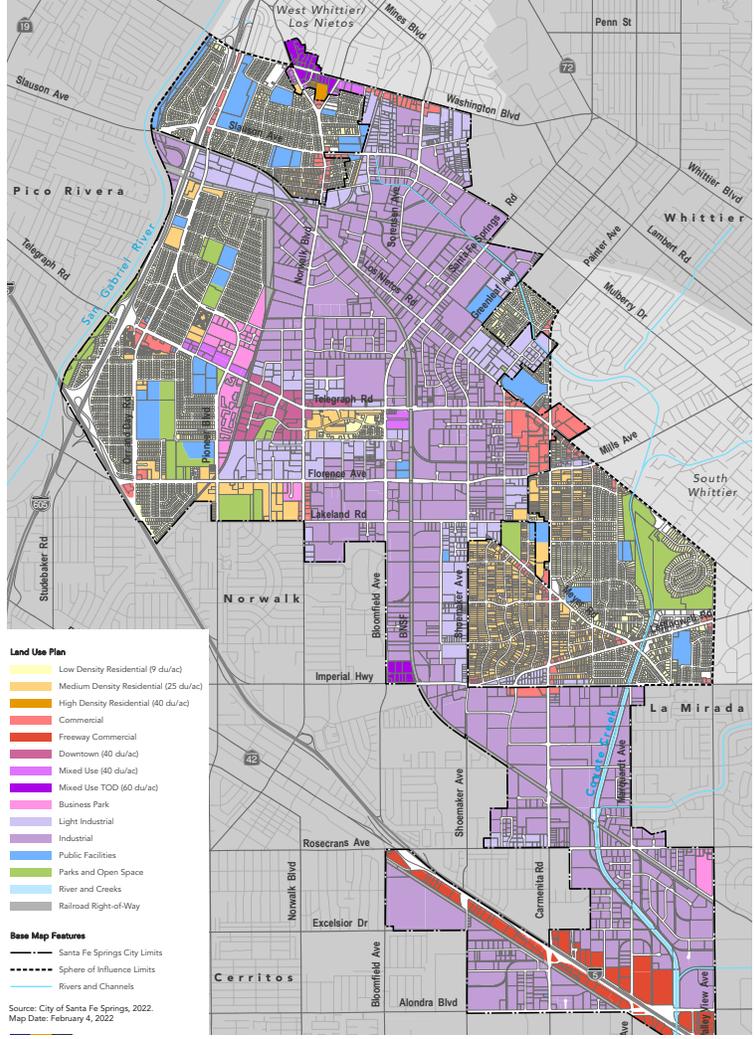
PROJECT DETAILS

Firm: MIG

Client: City of Whittier

Location: Whittier, CA

Status: Completed (2024)



Santa Fe Springs General Plan Update and Targeted Zoning Code Amendments

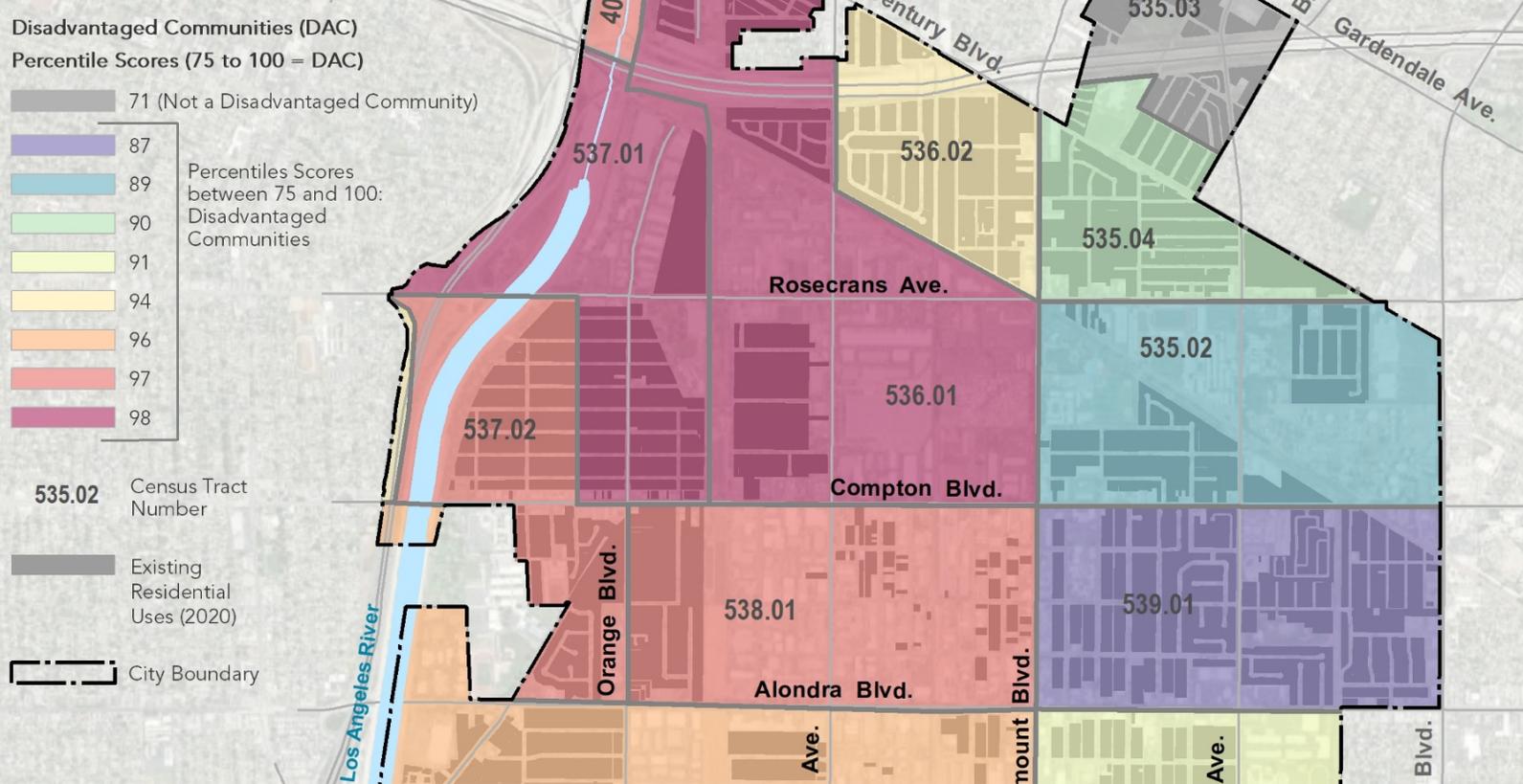
The City of Santa Fe Springs last updated its General Plan in 1993, over 30 years ago. MIG was hired in early 2020 to completely overhaul the General Plan, including preparation of a new Environmental Justice Element. A major component of the project was updating the Housing Element for the 6th Cycle Regional Housing Needs Assessment to accommodate nearly 1,000 new housing units. MIG used GIS to analyze underutilized industrial properties, which involves measuring quality of life metrics, including classifying hazardous waste and contamination data to determine which properties could easily and safely transition to multifamily housing.

Following General Plan adoption, MIG completed focused Zoning Code amendments to implement General Plan land use policies, which included creating new mixed-use zoning districts and adding standards to encourage housing production.

Santa Fe Springs historically has been an industrial city, with a very engaged business sector. To balance business interests with residents' desire for additional housing and places to shop and dine locally, MIG conducted numerous listening sessions with community members, held meetings with a Council-appointed advisory group, and designed and ran an online survey.

PROJECT DETAILS

- Firm:** MIG
- Client:** City of Santa Fe Springs
- Location:** Santa Fe Springs, CA
- Owner Contact:** Cuong Nguyen, Acting Director
Department of Planning and Development
City of Santa Fe Springs
(562) 868-0511 ex. 7359
- Status:** Completed (2024)



Paramount Housing Element, Environmental Justice, and Safety Elements

MIG developed the first Environmental Justice Element for the City of Paramount, which had been contending with industrial manufacturers emitting air pollution beyond permissible thresholds. MIG collaborated with community groups and businesses to identify pollution burdens and strategies within the industrial areas of the city. To create the Environmental Justice Element, MIG took a neighborhood-based approach to identify community needs such as park access, urban greening strategies, pedestrian and bicycle safety, access to healthy foods and grocery stores, and pollution burden strategies. MIG also pinpointed areas where the concentration of industrial businesses resulted in significant air pollution and proposed measures for proper enforcement and monitoring to hold local industrial sites accountable and regulate the amount and type of pollution they release.

Concurrently, MIG prepared the 2021–2029 Housing Element, which received full compliance from the California Department of Housing and Community Development. The Housing Element included a comprehensive implementation program with approaches that addressed the sites, shortfall, new affirmatively furthering fair housing actions, and Zoning Code amendments to streamline multifamily and mixed-use housing projects. The Safety Element was also updated to comply with current State laws regarding resiliency planning.

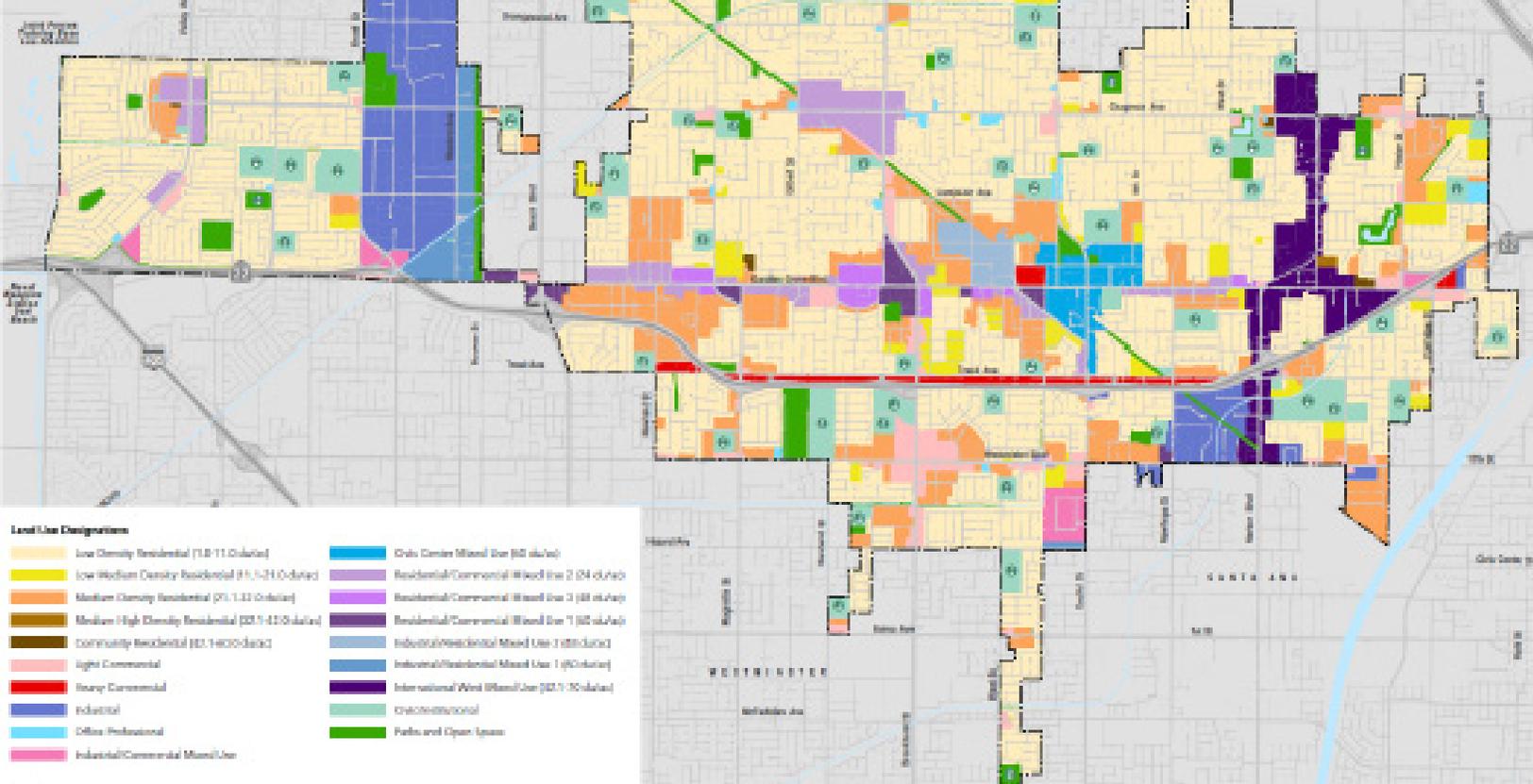
PROJECT DETAILS

Firm: MIG

Client: City of Paramount

Location: Paramount, CA

Status: Completed (2023)



Garden Grove Focused General Plan Update and Program EIR

MIG worked with the City of Garden Grove to update its General Plan and prepare the Program Environmental Impact Report. While the original focus was on preparing the 6th cycle Housing Element, the extraordinarily high Regional Housing Needs Allocation (RHNA) of 20,242 units required that the City make substantial land use policy changes in the Land Use Element (thus triggering the need, under State law, to also update the Safety Element and prepare an Environmental Justice Element). The 2040 planning horizon for the Planning Area is estimated to result in an increase of approximately 20,242 dwellings and a reduction of approximately 514,500 square feet of non-residential building space. An estimated increase of approximately 63,818 residents and 3,603 jobs is projected for the 2040 horizon year. The element received State certification in 2023.

PROJECT DETAILS

Firm: MIG

Client: City of Garden Grove

Location: Garden Grove, CA

Status: Completed (2023)



Smoky Hollow Specific Plan Update and Program EIR

Named for plumes of refinery steam that once clouded the area, Smoky Hollow experienced a slow, but steady transition from run-down industrial to hip creative cluster as small businesses renovated and reused existing buildings rather than wait for new development and regulatory changes. MIG worked closely with the City and district stakeholders to develop a zoning framework that would support and sustain this transition.

Through extensive research, analysis, and community engagement, MIG examined and addressed issues that were preventing the district from reaching its full potential, including lack of parking, aging infrastructure, outdated regulations, and poor pedestrian and bicycle accommodations. The new Specific Plan offers bold, yet practical solutions to create the synergy and “experiential living” that people desire while retaining the area’s historic character. Standardized parking ratios, revised street configurations, and decorative paving and crosswalks address parking shortages and encourage walkability. Newly allowed uses expand opportunities and encourage partnerships that leverage both human and social capital. The programmatic EIR also serves to streamline the review process for future development.

Finally, the Specific Plan has become an economic development generator that “markets” the district to developers and businesses. With MIG’s Tangerine software, the Plan was made readily accessible and web-searchable, enabling current and future residents, property owners, and businesses to refer to it for guidance and direction. Since its adoption in September 2018, the City has implemented a parking in-lieu fee; authorized a pilot project to incrementally increase on-street parking; and received multiple applications for several major redevelopment projects, building additions, and use changes. With this Plan, Smoky Hollow is well on its way to becoming a leading creative incubator district for the region.

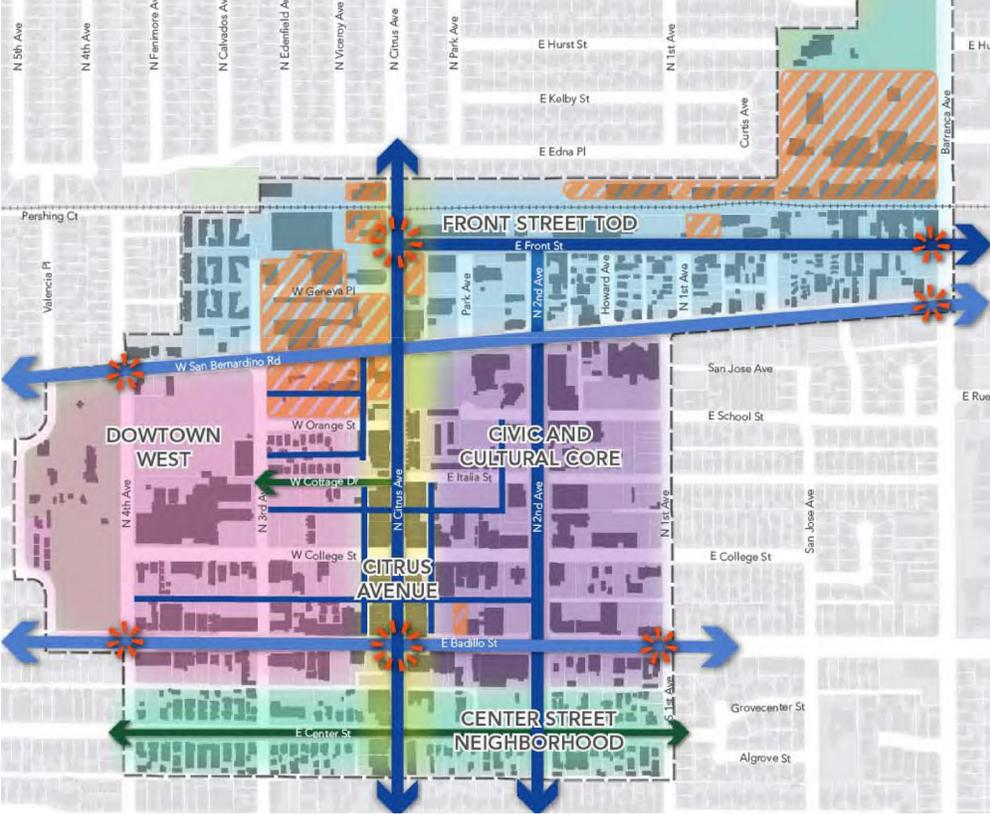
PROJECT DETAILS

Firm: MIG

Client: City of El Segundo

Location: El Segundo, CA

Status: Completed (2023)



Town Center Specific Plan and Active Streets and Multimodal Connectivity Plan

The Covina Town Center Specific Plan identifies the long-term vision and objectives for private development and public improvements within the Downtown area. Encompassing approximately 236 acres, the Specific Plan establishes land use, transportation, infrastructure, economic development, and urban design strategies to promote TOD, provide increased opportunities for rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina’s Downtown. The Town Center Specific Plan provides new development standards and incentives for high density/transit-oriented housing, and for the redevelopment/rehabilitation of existing structures, particularly regarding underutilized buildings and properties. MIG also prepared the Program EIR that streamlines the processing of future development proposals in the Downtown area including transit-oriented development and improvements to the pedestrian and bicycle facilities.

Following the successful efforts of the Town Center Specific Plan, the City received a Caltrans grant to prepare a comprehensive Active Streets and Multimodal Connectivity Plan (CASMCP). Implementing the goals of the Town Center Specific Plan, the CASMCP aims to further regional and local sustainability through an improved active transportation network, transit connections, and TOD. MIG was responsible for assessing existing urban design conditions and barriers to community members’ equitable access to mobility. MIG also prepared an equity assessment by reviewing socioeconomic, environmental, public health, demographic, and other data to establish equitable mobility and access indicators. The team analyzed roadway and transit networks to determine the level of access that residents have to local services and amenities such as public facilities, medical services, schools, and recreation. In addition, population vulnerability data was also analyzed to identify areas of the city that experience high levels of health and environmental vulnerability as well as social and transportation barriers to these services and amenities. MIG also developed urban design guidelines and an equity assessment of priority active transportation projects in achieving equitable outcomes.

PROJECT DETAILS

Firm: MIG

Client: City of Covina

Location: Covina, CA

Status: Completed

See Final Plan Online

El Segundo Downtown Specific Plan and Parking Study

Fehr & Peers led the development of mobility and parking recommendations within Downtown El Segundo to support pedestrian, bicycle and transit connections to and through Downtown. Fehr & Peers conducted a parking study and projected future parking needs for the specific plan area, which encompasses the City of El Segundo Civic Center site and includes an evaluation of the needed parking supply. Fehr & Peers is also preparing CEQA and non-CEQA transportation technical studies in support of the Downtown Specific Plan approval process.

PROJECT DETAILS

Firm: Fehr & Peers
Client: City of El Segundo
Location: El Segundo, CA
Status: Completed

Long Beach PD-30 Downtown Plan Update

Fehr & Peers, as part of two multidisciplinary teams, is leading the development of mobility and parking policies, strategies, and project concepts for both the Downtown Specific Plan (PD-30) and the Shoreline (PD-6) Visioning Plan. We are also leading the CEQA transportation impact studies for both plans. The Downtown Specific Plan update and its accompanying environmental impact report (EIR), will plan for and environmentally clear the next phase of Downtown's growth. Fehr & Peers' mobility and transportation work will support continued growth of Downtown, multi-modal safety (leveraging Fehr & Peers' recent work documenting the City's collision history), improve connections from Downtown and the Metro A Line to the ocean, and evolve parking management strategies in light of statewide legislation. Fehr & Peers will lead the EIR transportation impact study, leverage the latest generation SCAG activity-base travel demand model for the analysis.

Similarly, the Downtown Shoreline Village Plan update will adapt the plan to the next decade+ of growth. Fehr & Peers will play the same role as under PD-30, including mobility concept development and CEQA clearance, with particular emphasis on mobility and transportation connections between the two plan areas, and enhancing flexibility and adaptability within the street network to serve important events (e.g. Olympics, Grand Prix) while better serving day to day mobility needs.

PROJECT DETAILS

Firm: Fehr & Peers
Client: City of Long Beach
Location: Long Beach, CA
Status: Ongoing

City of Whittier General Plan

Fehr & Peers assisted the team with the Envision Whittier General Plan Update. The team worked to complete the Circulation Element and CEQA analysis, with an emphasis on leveraging the future L Line (formerly Gold Line) Station, capturing opportunities to make travel more efficient with new development reducing vehicle miles traveled (VMT), enhancing multi-modal transportation and facilitating the movement of people in the City of Whittier. This project applied the regional travel demand model to inform travel, LOS, and air quality analysis inputs. Anticipated outcomes include implementation of an SB743 compliant transportation analysis framework, enhanced multimodal networks, and strategic identification of opportunities to coordinate land use and transportation infrastructure near the L Line Station and local employment centers.

PROJECT DETAILS

Firm: Fehr & Peers
Client: City of Whittier
Location: Whittier, CA
Status: Completed

City of Carson 2030 General Plan Update

Fehr & Peers assisted with the Carson 2030 General Plan Update. Fehr & Peers completed the existing conditions review, including data collection and analysis, with particular attention to multimodal transportation and goods movement in the City of Carson. Following the existing conditions analysis, the focus of the effort shifted to development of the General Plan Mobility Element and preparing the environmental analysis for CEQA clearance of the project.

Through the development of analysis tools and utilization of the regional travel model, Fehr & Peers identified the future roadway network to serve future anticipated development provided by the project team. Due to the varied nature of land uses, neighborhoods, travel patterns, and individual preferences for travel, Fehr & Peers also developed a set of policy and project recommendations for active transportation networks and goods movement that are intended to advance quality of life through mobility options, increased opportunities for physical activity, increasing access to services and goods, and helping reduce the impact of vehicle travels to the environment and infrastructure.

PROJECT DETAILS

Firm: Fehr & Peers
Client: City of Carson
Location: Carson, CA
Status: Completed

City of El Segundo General Services

KMA provides ongoing assistance to the City on a variety of real estate projects, including financial feasibility analyses of the City's potential Civic Center redevelopment project, the Pacific Coast Commons residential/commercial project, and the Lakes at El Segundo golf course renovation project.

The analyses included the development of conceptual pro formas comparing different development alternatives at varying levels of development intensity, projected potential operating income and expenses, and determined overall project surplus/financial gap.

Working with the City, the findings of the KMA analyses were utilized to structure subsidy programs to promote project feasibility and determine the number of affordable units redevelopment projects could support. KMA also reviewed developer proposals to renovate and operate the Lakes at El Segundo golf course, performed a financial review to ensure the project's feasibility and long-term solvency and provided input on negotiations with Center Cal/Top Golf to redevelop the site.

PROJECT DETAILS

Firm: KMA
Client: City of El Segundo
Location: El Segundo, CA
Status: Ongoing

Beach Boulevard Corridor Analysis

KMA evaluated the market opportunities for the Brookhurst Street Corridor in the City of Anaheim. The analysis included a review of retail and office market conditions, as well as demographic and employment data. The analysis identified the type of developments best suited for the area given immediate and long-term demand. This review was part of a comprehensive analysis, visioning and engagement effort by the project team, which confirmed the recent designation of the Little Arabia district and determined the appropriate regulatory framework for future improvements and economic developments within the district. Based on this analysis, KMA explored the role of different classes and intensity of existing and proposed retail development within the corridor.

PROJECT DETAILS

Firm: KMA
Client: City of Anaheim
Location: Anaheim, CA
Status: Completed

West Gateway Entrada Study

KMA has completed numerous market studies in the City of Long Beach including a recent evaluation of the West Gateway site located adjacent to downtown. The analysis evaluated the market potential for apartments, condominiums, retail and office development. Working with the City, the findings of the KMA analyses were utilized to structure subsidy programs to promote project feasibility, assess the implications of replacing parkland and determined a disposition strategy for the site considering Surplus Land Act (SLA) implications and appropriate processes (RFI/RFQ/RFP).

PROJECT DETAILS

Firm: KMA

Client: City of Long Beach

Location: Long Beach, CA

Status: Ongoing

City of Palm Desert Real Estate and Housing Services

KMA provides ongoing assistance to the City on a variety of real estate projects, including large-scale development projects, repositioning of retail centers, mixed-use developments, residential and hotels. KMA has assisted the City evaluating the financial feasibility of numerous hotel projects, including a review of market projections, development costs, operating parameters, public revenue projections and feasibility gaps. Recent projects include the Desert Surf Wave Park, where KMA evaluated the feasibility of a proposed wave park, luxury hotel and residential development. The analysis included a review of development costs, operating costs and return requirements for the wave park, hotel and for-sale residential in the development.

Other recent projects have included a fiscal analysis of a proposed large-scale annexation by the City, public revenue projections in support of community facility districts, and hotel feasibility analyses. Included in these projects is the recently opened El Paseo Hotel, where KMA evaluated the underlying market conditions, prepared cost estimates, evaluated project feasibility, prepared public revenue projections and helped structure a subsidy program to implement the development of a luxury hotel that opened adjacent to the City's El Paseo retail district.

KMA also works with the City's Housing Authority to evaluate and negotiate affordable housing transactions throughout the City. Most recently, KMA conducted several financial gap analyses for multifamily projects that requested below market rate land transactions and/or Low and Moderate Income Housing Asset Funds for financial assistance. KMA also assisted with the construction loan and land transaction closings for two recent projects under construction.

PROJECT DETAILS

Firm: KMA

Client: City of Palm Desert

Location: Palm Desert, CA

Status: Ongoing

c. Team Member Qualifications and Experience

For the El Segundo General Plan Land Use Element Update, MIG has assembled an exceptional team of planning, design, environmental, engagement, economic development, and mobility specialists, all deeply familiar with the City of El Segundo and identified in the Team Organization chart below. Leading the effort is **Laura Stetson, AICP**, as Principal-in-Charge, bringing nearly 40 years of General Plan experience to ensure high-quality deliverables that meet legislative requirements. **Diana Gonzalez**, with over 20 years of experience in General Plans and Housing Elements, will serve as Project Manager and oversee all key components of the Update and General Plan document preparation. Working closely with Diana, **Roxanne Borzo Bertrand** will serve as Deputy Project Manager, providing key support for the General Plan production and ongoing management efforts.

Our team includes specialists in communicating complex land use concepts and engaging the public in these planning efforts. **Esmeralda García** will use her broad knowledge of planning and communications to craft a public engagement plan that will bring El Segundo residents and business owners together to participate in the planning process. Having worked on and led over 25 General Plans across California in his 30-year career, Director of GIS Services **José M. Rodriguez** will lead land use buildout and technical analyses that will provide the foundation for development alternatives. Senior Urban Designer **CJ Davis** will provide visualizations and other graphics to help the public conceptualize land use alternatives and make informed decisions.

Bob Prasse, MIG CEQA Director, will manage his team, including Senior Environmental Analyst **Cameron Hile**, on preparing the Program Environmental Impact Report. Bob will work side-by-side with **Chris Dugan**, who will lead the air quality, noise and vibration, and greenhouse gas emissions technical studies. Chris will be supported by Noise Analysis and Air Quality Specialist **Phil Gleason**.

Subconsultants **Fehr & Peers** and **KMA** bring specialized expertise to the team. Led by Principal **Michael Kennedy, AICP, LEED AP**, and Project Manager **Miguel Núñez, AICP**, Fehr & Peers will provide mobility performance metrics and support the EIR. They will be supported by Senior Planner **Emily Finkel, AICP**, and Engineer/Planner **Alex Melaragno, PE**.

KMA will assess market factors affecting land use, evaluate financial opportunities for key sites, analyze the proposed land use program for resource protection and stability, and identify implementation mechanisms to support the City’s economic goals. Senior Principal **Kevin Engstrom** and KMA President **Kathleen Head** will lead these efforts with support from Associate **Ryan Tuong An Koyanagi**. Together, this accomplished team will drive a comprehensive, forward-looking General Plan for El Segundo.

Detailed resumes for all proposed key team members are provided on the following pages.

TEAM ORGANIZATION





Laura R. Stetson, AICP

PRINCIPAL-IN-CHARGE | MIG

Laura Stetson's leadership and award-winning expertise in land use planning and zoning have contributed to the thoughtful revitalization of many cities throughout California. For Laura, it all started with her fascination for maps and the stories they tell about cities. Understanding the spatial layout of a community and its human impacts enables her to use policy to shape the environment in a positive way. In turn, the policy documents she helps to craft—general plans, specific plans, zoning codes, and CEQA documents—guide positive change for the people in those communities. A self-defined “fixer,” Laura uses her management and facilitation skills to engage clients and stakeholders in collaborative problem-solving. If vision is considered both a starting point and overarching goal for planning, Laura's strength lies in taking that vision and mapping out the best routes to implementation. She methodically analyzes and synthesizes the potential implications and outcomes associated with policies that regulate not only how land will be used, but what, where, and how desirable new construction occurs. Because the plans she develops have long-term impacts, Laura strives to ensure that they meet multiple objectives and are adaptable to changing circumstances. With her 30+ years of experience, she offers a deep reservoir of knowledge to assist communities of every size and variety find the right path forward.

EDUCATION

- » BS, Environmental Earth Science, Stanford University
- » Graduate Coursework in Public Administration, American University

CERTIFICATIONS

- » AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)
- » American Institute of Certified Planners (AICP)
- » California Planning Roundtable

SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan Update and Program EIR, El Segundo, CA
- » General Plan Updates. Cities of Arcadia, Atascadero, Azusa, Baldwin Park, Brea, Burlingame, Claremont, Colton, Commerce, Costa Mesa, Cudahy, Cupertino, Desert Hot Springs, Downey, La Palma, La Puente, Manhattan Beach, Montebello, Monterey Park, Rancho Cucamonga, Redwood City, Rialto, Riverside, Santa Ana (Technical Studies), Santa Fe Springs, Torrance, Vernon, Walnut, and Whittier, CA; and County of Ventura, CA
- » Zoning Code/Ordinance Updates. Cities of Arcadia (Zoning and Subdivision), Baldwin Park (Zoning and Subdivision), Brea (Hillsides), Burlingame, Commerce, Cudahy, Downey, Folsom, Garden Grove (Mixed-Use Regulations), La Puente, Los Alamitos (Zoning and Subdivision), Redwood City (Mixed-Use Regulations), Riverside, San Luis Obispo, Santa Ana, Vernon, and Whittier, CA
- » Objective Design Standards. Cities of Agoura Hills, Baldwin Park, Grover Beach, Hemet, Loma Linda, San Carlos, and San Mateo, CA; San Diego County, CA
- » Whittier Planning Services, Whittier, CA
- » Santa Fe Springs General Plan Update and Targeted Zoning Code Amendments, Santa Fe Springs, CA
- » Burlingame General Plan and Zoning Code Comprehensive Updates, Burlingame, CA
- » Redwood City General Plan, Housing Element, and Focused Zoning Code Update, Redwood City, CA
- » Poway Road Corridor Specific Plan, Poway, CA



Diana Gonzalez

PROJECT MANAGER | MIG

Diana Gonzalez has over 20 years of extensive and varied land use planning experience. Diana has been a member of teams preparing general plans, specific plans, and special planning studies such as park and recreation master plans. She has been integral in preparing background reports, conducting technical research, developing public outreach programs, preparing land use build-out forecasts, evaluating and updating goals and policies, and setting up implementation programs. She has prepared general plans and elements addressing land use, sustainability, healthy communities, environmental justice, creating pedestrian-friendly environments, governance, fiscal sustainability, and integrating land use and urban form.

Diana is also one of MIG's in-house housing experts and has worked with numerous jurisdictions to attain State certification in the 5th and 6th cycles. She is currently working with several jurisdictions who have requested assistance to achieve certification. She also has experience in public outreach and has a high level of expertise and experience in graphic and geographic information system (GIS) mapping. She has produced mapping, demographic, and spatial analysis for several large-scale projects including land use impact analyses. She has been a San Marcos resident since 2011 and is a native Spanish speaker.

EDUCATION

- » MA, Urban Planning, University of California, Los Angeles, CA
- » BA, Political Science and Communication Studies, University of California, Los Angeles, CA

PROFESSIONAL AFFILIATIONS

- » APA

SELECTED PROJECT EXPERIENCE

- » Whittier Housing Element 2021-2029, Whittier, CA
- » Downey General Plan, Specific Plans, and Zoning Code Amendments to implement the 2021-2029 Housing Element, Downey, CA
- » Signal Hill Housing Element 2021-2029, Signal Hill, CA
- » Torrance General Plan, Torrance, CA
- » Compton General Plan, Compton, CA
- » Desert Hot Springs General Plan, Desert Hot Springs, CA
- » Downey 2021-2029 Housing Element, Downey, CA
- » Downey Housing Element Zoning Implementation, 2024, Downey, CA
- » Monrovia 2021-2029 Housing Element, Monrovia, CA
- » Loma Linda 2014-2021 Housing Element, Loma Linda, CA
- » Lake Elsinore 2021-2029 Housing Element, Lake Elsinore, CA
- » Atascadero 2021-2028 Housing Element, Atascadero, CA
- » Garden Grove 2008-2014 and 2014-2021 Housing Elements, Garden Grove, CA
- » San Marcos, 2013-2021 Housing Element, San Marcos, CA
- » County of San Diego 2015 Regional Analysis of Impediments to Fair Housing Choice, San Diego County, CA
- » La Mesa 2013-2021 Housing Element, La Mesa
- » Corona Parks and Recreation Master Plan, Corona, CA



Roxanne Borzo Bertrand

DEPUTY PROJECT MANAGER | MIG

Roxanne Borzo Bertrand has contributed to a broad range of projects for public agencies, nonprofit organizations, and private firms with work centered around community-driven planning, equity, advocacy, policy, research, and design. Roxanne's passion lies at the intersection of land use policy and the built environment. Driven by looking at the whole picture, Roxanne strategically addresses challenges and constraints by questioning common assumptions with plans and designs grounded in sound data and well-researched analysis.

Roxanne has worked on a variety of planning teams engaging stakeholders and community members. Utilizing GIS, Adobe Illustrator, and other programs, Roxanne depicts complex concepts with compelling graphics, maps, and site plans that engage clients and communities.

EDUCATION

- » MA, Urban & Regional Planning, University of Colorado, Denver
- » MA, Urban Design, University of Colorado, Denver
- » BA, Environmental Science, Saint Louis University

AFFILIATIONS

- » APA

SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan, City of El Segundo, CA
- » Whittier General Plan, Whittier, CA
- » Downey General Plan, Specific Plans, and Zoning Code Amendments to implement the 2021-2029 Housing Element, Downey, CA
- » Monterey Park Land Use Element, Monterey Park, CA
- » Santa Fe Springs General Plan, Santa Fe Springs, CA
- » Santa Clara Housing Element, Santa Clara, CA
- » Norwalk Housing Element, Norwalk, CA
- » Garden Grove Housing Element Update, Garden Grove, CA
- » Lake Elsinore Housing Element Update, Lake Elsinore, CA
- » Atascadero Objective Design Standards, Atascadero, CA
- » Atascadero 2045 General Plan Update, Atascadero, CA
- » Paso Robles Zoning Code Update, Paso Robles, CA
- » Grover Beach Focused Zoning Code Update, Grover Beach, CA
- » La Habra Boulevard Specific Plan Update, La Habra, CA
- » Arroyo at Monrovia Square Revised Specific Plan, Monrovia, CA
- » Toluca Lake Lankershim Boulevard Conceptual Streetscape Plan, Los Angeles, CA
- » Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Plus (PNA+), Los Angeles, CA
- » Port Hueneme Parks Master Plan, Port Hueneme, CA
- » Santa Ana Parks, Facilities, Trails and Open Space Master Plan, Santa Ana, CA
- » Bakersfield Recreation and Parks Master Plan Update, Bakersfield, CA
- » Burlingame Parks Master Plan, Burlingame, CA



Esmeralda García

COMMUNITY ENGAGEMENT LEAD | MIG

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, she is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it’s a freeway corridor impacting tens of thousands of residents and businesses or a neighborhood park serving a hundred families, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone. Esmeralda is also a Co-Director of our Equity Studio.

EDUCATION

- » BA, Art History, California State University, Los Angeles

CERTIFICATIONS

- » Equitable Community Change, Cornell University

PROFESSIONAL AFFILIATIONS

- » APA

AWARDS

- » Large Jurisdiction Implementation Award: Los Angeles Vision Zero Action Plan, California Chapter, APA, 2018
- » Promotion of Good Environmental Stewardship Award: Commerce Green Zones Action Plan, South Coast Air Quality Management District, 2016

SELECTED PROJECT EXPERIENCE

- » Whittier General Plan Community Engagement Program, Whittier, CA
- » Commerce General Plan, Zoning Ordinance, and EIR, Commerce, CA
- » Pasadena General Plan Implementation—Specific Plans Update Community Engagement Program, Pasadena, CA
- » OurLA2040 General Plan Communications Strategy, Los Angeles, CA
- » LA County and LA City Urban Forest Management Plans Engagement, Los Angeles County, CA
- » Lower Los Angeles River Restoration and Revitalization Projects Community Engagement, Los Angeles County, CA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » Gateway Cities Sustainable Communities Strategy, Los Angeles, CA
- » Los Angeles Great Streets Corridors Urban Design and Outreach Service, Los Angeles, CA
- » Los Angeles Housing Element, Los Angeles, CA
- » Metro I-710 Major Corridor Study and Corridor Project EIR/EIS, Los Angeles County, CA
- » Broadway/Manchester Equity Project, Los Angeles, CA
- » Long Beach Economic Partnership Strategic Plan, Long Beach, CA
- » Commerce Green Zones Working Group and Action Plan, Commerce, CA
- » Engage MoVal Outreach Toolkit, Moreno Valley, CA



José M. Rodriguez

DIRECTOR OF GIS SERVICES | MIG

With extensive experience spanning over two decades, José M. Rodriguez is a seasoned manager of advanced planning projects who excels in leading community engagement and outreach programs. His expertise includes managing a wide range of planning projects such as general plans, housing elements, specific plans, zoning ordinances, objective design standards, and guidelines. José has also helped numerous cities adopt certified housing elements that satisfy the Regional Housing Needs Assessment requirements, utilizing Geographic Information System (GIS) to pinpoint suitable housing sites. He has a track record of developing both focused and comprehensive zoning ordinances and development codes, and is currently aiding the City of Whittier in preparing their objective design standards and focused zoning code amendments. Additionally, José is providing his expertise to other cities in preparing zoning amendments to address the 6th Cycle Housing Element implementation programs.

As Director of MIG GIS Services, José specializes in land use analysis and zoning map updates, having successfully updated the land use and zoning maps for the cities of Paramount and Montebello, converting their outdated maps to parcel-specific GIS maps. His most recent project involves assisting municipalities in Contra Costa County to create an online GIS map that identifies 6th Cycle Housing Element sites and their proximity to high-quality transit corridors.

EDUCATION

- » MUP, University of California, Los Angeles
- » BS, Urban and Regional Planning California State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS

- » APA

TEACHINGS

- » Adjunct Professor, Department of Urban and Regional Planning, California State Polytechnic University, Pomona

SELECTED PROJECT EXPERIENCE

- » Whittier General Plan Update and Planning Services, Whittier, CA
- » Santa Fe Springs General Plan Update and Target Zoning Code Amendments, Santa Fe Springs, CA
- » Long Beach Land Use Element, Long Beach, CA
- » Signal Hill Environmental Justice and Environmental Resources Elements, Signal Hill, CA
- » Walnut General Plan Update, Walnut, CA
- » Compton General Plan, Compton, CA
- » Paramount Housing, Safety, and Environmental Justice Elements, Paramount, CA
- » Commerce General Plan and Zoning Update, Commerce, CA
- » Desert Hot Springs General Plan Update, Desert Hot Springs, CA
- » Santa Ana General Plan Technical Studies and Zoning Code Update, Santa Ana, CA
- » Burlingame General Plan and Zoning Ordinance, Burlingame, CA
- » Montebello GIS Zoning Map Services, Montebello, CA
- » Lakewood Parks, Recreation, and Community Services Long-Range Plan, Lakewood, CA



CJ Davis

SENIOR URBAN DESIGNER, VISUALIZATION SPECIALIST | MIG

CJ Davis is a highly skilled urban designer with an in-depth knowledge of smart growth principles and sustainability concepts. With over 15 years of experience designing small- and large-scale streetscapes, specific plans, land use alternatives, and community theming, CJ excels at graphically representing complex concepts in a meaningful and understandable manner for public and private agencies, and community residents. He is well versed in all forms of graphic communications from design vignettes and conceptual sketches to intricately detailed renderings and 3D models. His interpersonal and problem-solving skills enable him to coordinate and communicate with people from varied fields and backgrounds. He has extensive experience planning, preparing, and executing materials that communicate effectively to the public at community engagement activities.

EDUCATION

- » BS, Urban and Regional Planning, California Polytechnic State University, Pomona

PROFESSIONAL AFFILIATIONS

- » APA
- » Urban Land Institute
- » American Society of Architectural Illustrators

SELECTED PROJECT EXPERIENCE

- » Atascadero Objective Design Standards, Atascadero CA
- » Grover Beach Objective Design Standards, Grover Beach, CA
- » Agoura Hills Objective Design Standards, Agoura Hills, CA
- » San Carlos Objective Design Standards, San Carlos, CA
- » San Mateo Objective Design Standards, San Marcos, CA
- » Hemet Objective Design Standards, Hemet, CA
- » Loma Linda Objective Design Standards, Loma Linda CA
- » Arcadia General Plan Downtown Study and Development Code, Arcadia, CA
- » Duarte Town Center Specific Plan, Duarte, CA
- » Downtown Hawthorne Specific Plan, Hawthorne, CA
- » Flair Spectrum Specific Plan, El Monte, CA
- » Glendora Arrow Highway Corridor Plan, Glendora, CA
- » Laguna Beach Downtown Plan and Streets Closure Study, Laguna Beach, CA
- » Lancaster Design Guidelines, Lancaster, CA
- » Downtown Joshua Tree Design Guidelines, Joshua Tree, CA
- » Redwood City Inner Harbor Specific Plan, Redwood City, CA
- » Tustin Downtown Commercial Core Plan, Tustin, CA
- » Euclid Ave and National Ave Master Plans, San Diego, CA
- » Poway Road Corridor Specific Plan, Poway, CA
- » Durango Main Avenue Streetscape Design, Durango, CO
- » Downtown Area Plan, San Marcos, TX



Bob Prasse

DIRECTOR OF ENVIRONMENTAL SERVICES | MIG

Bob Prasse has extensive knowledge and expertise in urban planning and environmental analyses. A college class on the economics of environment peaked Bob's interest in the factors affecting the built environment, which led to a 35+-year career working with public agencies and developers throughout Southern California. With his analysis, communications, and writing skills, Bob helps clients anticipate and adjust to changing conditions while still meeting project goals related to development reviews, general and specific plans, zoning ordinances, and entitlement services. He has managed, prepared, and processed CEQA and NEPA documentation for a wide range of planning projects, including large-scale mixed-use communities, public facilities, general plans, retail centers, and warehouse/logistics complexes.

EDUCATION

- » MURP, University of Southern California
- » BA, Public Affairs (Urban Planning), University of Southern California

SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan EIR, El Segundo, CA
- » Santa Fe Springs General Plan EIR, Santa Fe Springs, CA
- » Whittier General Plan EIR, Whittier, CA
- » Clayton General Plan EIR, Clayton, CA
- » Monterey Park General Plan EIR, Monterey Park, CA
- » Cudahy General Plan EIR, Cudahy, CA
- » Desert Hot Springs General Plan EIR, Desert Hot Springs, CA
- » Covina Town Center Specific Plan EIR, Covina, CA
- » Duarte Station Residential/TOD Specific Plan EIR, Duarte, CA
- » Arrow Highway Specific Plan EIR, Glendora, CA
- » Duke Realty Logistics Warehouse EIR, Redlands area of San Bernardino County, CA
- » Compton General Plan EIR, Compton, CA*
- » El Camino Bottling Plant EIR, Rancho Cucamonga, CA*
- » PEMCOR Business Park EIR, Menifee, CA*
- » Westminster Gardens Transitional Retirement Community EIR, Duarte, CA*
- » Clearwater Specific Plan and EIR, Paramount, CA*
- » Paramount Housing Element Negative Declaration, Paramount, CA
- » Azusa Housing Element, EIR Addendum, Azusa, CA
- » S. Alhambra Residential Condo IS/MND, Monterey Park, CA
- » Santa Ana Centennial Dog Park IS/MND, Santa Ana, CA
- » Condor Battery Energy Storage Facility Project IS/MND, Grand Terrace, CA

**Work completed prior to joining MIG*



Cameron Hile

SENIOR ENVIRONMENTAL ANALYST | MIG

Cameron Hile is a Project Manager with over ten years of experience providing CEQA services to Lead Agencies throughout southern California. Cameron has experience performing CEQA project management, CEQA analysis and documentation, CEQA public circulation, and CEQA noticing for various residential, commercial, industrial, mixed-use, parks and recreation, and utilities projects, as well as for program-level documents such as Specific Plan and General Plan Updates. He has performed these duties in various southern California municipalities, including: Commerce, Rosemead, Santa Fe Springs, Whittier, Redlands, Garden Grove, Long Beach, Covina, Duarte, Lynwood, Compton, Downey, Cudahy, Signal Hill, Baldwin Park, Temple City, Pico Rivera, and Monterey Park. Cameron has also performed Third-Party Review of CEQA documentation for projects for several of these clients. Finally, he has experience assisting Lead Agencies with AB 52 and SB 18 Tribal notification and consultation.

EDUCATION

- » MS, Master of Urban and Regional Planning, California State Polytechnic University, Pomona
- » MA, Political Science, Colorado State University
- » BA, Political Science, San Diego State University

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals
- » Cal Poly Pomona Graduate Planning Student Association

SELECTED PROJECT EXPERIENCE

- » Santa Fe Springs General Plan and Targeted Zoning Code Update EIR, Upland, CA
- » Whittier General Plan Update EIR, Whittier, CA
- » Cudahy General Plan Update, Cudahy, CA
- » Compton 2045 General Plan Update EIR, Covina, CA
- » Garden Grove Focused General Plan Update and Zoning Amendment EIR, Garden Grove, CA
- » Rosemead Garvey Avenue Specific Plan EIR, Rosemead, CA
- » Covina Town Center Specific Plan EIR, Covina, CA
- » Goodman Commerce Center Cultural and Tribal Mitigation Monitoring, Long Beach, CA
- » AltaMed Headquarters Rehabilitation Project IS/MND, Commerce, CA
- » Slauson Avenue Warehouse EIR Peer Review, Commerce, CA
- » Lynwood Farms Cannabis Cultivation Project Categorical Exemption, Lynwood, CA
- » Downey Parks and Recreation Parks Renovation Categorical Exemptions, Downey, CA
- » Madera at Citrus Trail Residential Project IS/MND, Redlands, CA
- » American University of Health Sciences Campus Master Plan Update IS/ND, Signal Hill, CA
- » Dalewood Street Hotel Renovation Project IS/MND, Whittier, CA
- » San Gabriel River Parkway Industrial Project IS/MND, Pico Rivera, CA
- » 338-410 South Alhambra Avenue 64-Unit Condominium Project IS/MND, Monterey Park, CA



Christopher Dugan

AIR QUALITY, GREENHOUSE GAS, AND NOISE SPECIALIST | MIG

Christopher Dugan’s knowledge of local, state, and federal environmental regulations contributes to the successful preparation of required documentation and appropriate mitigation measures. His undergraduate studies drew him to investigate how human development affects people and the planet. His specialization in air quality, noise, and greenhouse gases ensures that development proceeds in a responsible manner to protect critical resources. Christopher skillfully takes complex information from engineers, scientists, and other data sources and conveys it in a way that is meaningful and helpful for decision-makers and the public. He uses the latest technology to make the process more efficient, accurate, and comprehensive—resulting in better outputs as well as enhanced reporting and presentation. Christopher has developed and tailored emissions inventories using CalEEMOD, EMFAC, OFFROAD, among others; performed screening and refined dispersion modeling (e.g., SCREEN and AERMOD); and developed mitigation measures to control and reduce stationary, area, fugitive, and mobile source emissions. Given that air and noise resources are essential quality of life factors, he is committed to delivering independent, objective analysis, and consultation that enable clients to make the best choices from environmental, regulatory, and community-based perspectives.

EDUCATION

- » BS, Natural Resource Management, Cook College, Rutgers University, New Jersey

SELECTED PROJECT EXPERIENCE

- » City of Garden Grove Focused General Plan Update EIR, Garden Grove, CA
- » City of Whittier General Plan Update EIR, Whittier, CA
- » City of Santa Fe Springs General Plan Update EIR, Santa Fe Springs, CA
- » City of Monterey Park General Plan Update EIR, Monterey Park, CA
- » City of Desert Hot Springs General Plan Update EIR, Desert Hot Springs, CA
- » City of Cudahy General Plan Update EIR, Cudahy, CA
- » Smoky Hollow Specific Plan Program EIR, El Segundo, CA
- » Covina Town Center Specific Plan Program EIR, Covina, CA
- » Arrow Highway Specific Plan Program EIR, Glendora, CA



Phil Gleason

SENIOR ANALYST, AIR QUALITY AND NOISE SERVICES | MIG

Phil Gleason has supported MIG's Air Quality, Greenhouse Gas, and Noise Services business for the last eight years. He is well versed in many aspects of environmental analyses, but specializes primarily in air quality, greenhouse gas (GHG), and noise analyses for environmental documents prepared pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Phil has in-depth knowledge of the data sources and calculations CalEEMod uses to estimate air quality and GHG emissions, as well as the proper methodology for inputting values into the model, and can evaluate atypical construction scenarios using emission factor databases, such as EMFAC and OFFROAD. He is also versed in the preparation of potential human health risk assessments associated with receptor exposure to toxic air contaminants using dispersion models (e.g., AERMOD) and guidance issued from local air districts and the California Office of Environmental Health Hazard Assessment. Phil has conducted ambient sound monitoring at sites smaller than an acre and larger than 10,000 acres. He often uses FHWA's Roadway Construction Noise Model (RCNM) and Traffic Noise Model (TNM) for estimating construction and traffic noise levels, respectively.

EDUCATION

- » BSc, Atmospheric Science, University of California, Davis

SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan EIR, El Segundo, CA
- » Covina Town Center Specific Plan EIR, Covina, CA
- » Alexan Foothills Specific Plan EIR, Monrovia, CA
- » Duarte Station Specific Plan EIR, Duarte, CA
- » Monterey Park Focused General Plan Update EIR, Monterey Park, CA
- » Cudahy General Plan Update: 2040 EIR, Cudahy, California
- » Whittier General Plan Update and EIR, Whittier, CA
- » Garden Grove Focused General Plan Update and EIR, Garden Grove, CA
- » Santa Fe Springs General Plan Update and EIR, Santa Fe Springs, CA
- » Desert Hot Springs General Plan EIR, Desert Hot Springs, CA
- » Burlingame General Plan Update EIR and Climate Action Plan, Burlingame, CA
- » Marin County Housing and Safety Element Update EIR, Marin County, CA
- » City of San Carlos General Plan Housing and Safety Element Update, San Carlos, CA
- » Redwood City General Plan Housing and Safety Element Update, Redwood City, CA



Michael Kennedy, AICP, LEED AP

PRINCIPAL | FEHR & PEERS

Michael Kennedy is a Principal with Fehr & Peers and Office Leader for their Long Beach office that serves clients in the South Bay and Gateway Cities regions. Michael's practice areas include project management for CEQA transportation impact analyses, General Plans, parking studies, and transit and active transportation planning and design. He has worked in the South Bay for nearly two decades with work spanning these practice areas. Michael is Fehr & Peers' Principal in Charge for our on-call contract with the City of Hermosa Beach, our on-call contract with the City of Long Beach, focusing on the delivery of PS&E for multiple bikeway corridors, developing a data strategy for the Department of Public Works, and updating the City's collision analysis/roadway safety planning. He has worked on mobility planning / traffic engineering design projects across many coastal communities including the Cities of Hermosa Beach, Redondo Beach, Manhattan Beach, Los Angeles, Dana Point, and Marina del Rey (County of Los Angeles).

EDUCATION

- » Leadership Long Beach Institute Class of 2022
- » Master of Urban & Regional Planning California State Polytechnic University, Pomona, CA 2007
- » Bachelor of Arts, Music, Wesleyan University, Middletown, CT 1999

REGISTRATIONS/AFFILIATIONS

- » American Institute of Certified Planners (AICP)
- » Leadership in Energy & Environmental Design Accredited Professional (LEED AP)

SELECTED PROJECT EXPERIENCE

- » El Segundo Downtown Specific Plan, El Segundo, CA. Fehr & Peers led the development of mobility and parking recommendations within Downtown El Segundo. The parking study and recommendations involved both on and off-street supply and demand throughout the mixed-used project area. In addition to the Shared Parking Model analysis, the parking study included comparison of parking rates with other cities in the region, and the evaluation of net change in on-street parking supply based on proposed roadway modifications.
- » PLAN Redondo General Plan Update & EIR, Redondo Beach, CA. As a subconsultant, Fehr & Peers is working with the City of Redondo Beach on the update to the City's Land Use Element to analyze how transportation performance will be affected by the City's land use vision, in order to identify how land use decisions can help reduce vehicle trips and limit increases to traffic congestion. Fehr & Peers prepared the transportation impact analysis for the EIR including the VMT impact analysis and we developed a citywide traffic model to analyze nearly every intersection in the City for level of service and vehicle queueing associated with different land use scenarios. Fehr & Peers also prepared a transportation evaluation of the potential effects of the City's Accessory Dwelling Unit ordinance update.
- » Artesia Aviation Corridor Area Plan Parking Implementation Plan, Redondo Beach, CA. Building on existing parking data collection and analysis, Fehr & Peers developed a shared-parking model to be used to estimate future parking needs on the corridor and to develop off-street parking ratios appropriate to the City's organic development vision. Fehr & Peers developed and evaluated mobility strategies for the corridor to enhance pedestrian, bicycle, e-scooter, transit connections, as well as curbspace management.
- » On-Call Transportation Planning & Traffic Engineering Services, Hermosa Beach, CA. Fehr & Peers is serving the City of Hermosa Beach on multiple on-call transportation planning & traffic engineering task orders spanning CEQA transportation impact analyses, monitoring evolving travel demand patterns in the City, and traffic engineering design. Michael is Principal in Charge of the on-call contract.



Miguel Núñez, AICP

PROJECT MANAGER | FEHR & PEERS

Miguel Núñez, AICP, has over 17 years of experience in transportation planning, specializing in areas of expertise in pedestrian and bicycle planning, complete streets, and multimodal planning. Miguel managed Fehr & Peers efforts on the I-710 Livability Initiative, the Downey Active Transportation Plan, the People St Evaluation effort, the Huntington Park Complete Streets Plan, and General Plans for the Cities of Cudahy, Whittier, and Carson, all focused on implementable improvements and strategies for enhancing mobility and safety for all road users. Through his experience working on projects with a multimodal emphasis, complex and controversial traffic impact studies, and numerous regional transportation plans, Miguel has helped a wide range of communities expand transport options for their stakeholders. He has managed pedestrian safety assessments throughout California and presents at industry conferences on emerging and innovative multimodal practices.

EDUCATION

- » Master of Arts, Urban Planning, University of California, Los Angeles
- » Bachelor of Arts, Political Science, University of California Los Angeles

REGISTRATIONS

- » American Institute of Certified Planners (024917)

SELECTED PROJECT EXPERIENCE

- » Downtown (PD-30) & Shoreline (PD-6) Specific/Visioning Plans, Long Beach, CA. Fehr & Peers, as part of two multidisciplinary teams is leading the development of mobility and parking policies, strategies, and project concepts for both the Downtown Specific Plan (PD-30) and the Shoreline (PD-6) Visioning Plan, as well as the CEQA transportation impact studies for both plans. The Downtown Specific Plan update and its accompanying environmental impact report (EIR), will plan for and environmentally clear the next phase of Downtown's growth. Similarly, the Downtown Shoreline Village Plan update will adapt the plan to the next decade+ of growth. Fehr & Peers will play the same role as under PD-30, including mobility concept development and CEQA clearance, with particular emphasis on mobility and transportation connections between the two plan areas, and enhancing flexibility and adaptability within the street network to serve important events (e.g. Olympics, Grand Prix) while better serving day to day mobility needs.
- » City of Cudahy General Plan, Cudahy, CA. Fehr & Peers assisted a team with the Circulation Element of the General Plan for the City of Cudahy, and documented and analyzed existing station area transportation conditions through a review of circulation patterns and available data from previous and ongoing projects. Fehr & Peers also supported the team in the mobility components of the CEQA checklist. Miguel was the Project Manager.
- » Carson General Plan and SB743 Implementation, Carson, CA. Fehr & Peers is assisting the team with the Carson 2040 General Plan Update. This project is underway and the team is working to complete the Circulation Element and CEQA analysis, with particular attention to reducing vehicle miles traveled (VMT), enhancing multi-modal transportation and facilitating goods movement in the City of Carson.
- » Whittier General Plan and SB 743 Implementation, Whittier, CA. Fehr & Peers assisted the team with the Envision Whittier General Plan Update. The team worked to complete the Circulation Element and CEQA analysis, with an emphasis on leveraging the future L Line (formerly Gold Line) Station, capturing opportunities to make travel more efficient with new development reducing vehicle miles traveled (VMT), enhancing multi-modal transportation and facilitating the movement of people in the City of Whittier. Miguel served as Project Manager.



Emily Finkel, RSP1

SENIOR ASSOCIATE | FEHR & PEERS

Emily Finkel is a Senior Associate in the Long Beach office of Fehr & Peers and a senior leader of the Fehr & Peers Safety Discipline Group. She has managed more than a dozen recent safety planning projects throughout California and the Southwest, including Vision Zero, Local Road Safety Plans, and Systemic Safety Analysis Reports. Emily has supported several safety planning clients in successfully securing millions of dollars for safety improvements through the Caltrans HSIP and USDOT SS4A grant programs. Emily has worked throughout the South Bay, including projects in Carson, Gardena and El Segundo, and for the South Bay Cities COG. She teaches transportation planning analysis in the graduate Urban Planning program at USC.

EDUCATION

- » University of Southern California, Master of Planning
- » Northeastern University, B.S. Business Administration, Marketing

CERTIFICATIONS/AFFILIATIONS

- » Roadway Safety Professional, Level 1, Certification ID: 723
- » Member, ITE Safety Council

PRESENTATIONS AND PUBLICATIONS

- » *Institutionalizing the Safe System Approach in Local Road Safety Plans* ITE Technical Brief (2023), presented at ITE Spring Conference (2022) and national ITE webinar (2023)
- » *A Safe System Approach to Speed Limit Setting* Caltrans Technical Report (2023)
- » *California Statewide Guidance on High Injury Networks* - a report of the CA SHSP Pedestrian Challenge Area Committee (2021)
- » *Integrating the Safe System Approach with the Highway Safety Improvement Program* – FHWA report (2020)

SELECTED PROJECT EXPERIENCE

- » El Segundo Local Travel Network Pilot, El Segundo, CA. Fehr & Peers developed plans and engineering designs to support the City of El Segundo in the implementation of the first phase of the Local Travel Network. Work included wayfinding sign design and fabrication support, sign placement and installation support, and engineering design for NEV parking spaces. The wayfinding signs draw from the South Bay Cities Council of Government branded wayfinding "playbook", created by Fehr & Peers, featuring the SBCCOG LTN "turtle" icon and destination-confirmation supplemental signs. Emily was the Associate-In-Charge for this effort.
- » Irvine Sustainable Mobility Plan, Irvine, CA. The Sustainable Mobility Plan builds on the recommendations from other plans and describes the City of Irvine's firm commitment to implement sustainable mobility projects. Fehr & Peers led the development of the SMP by evaluating the near-term feasibility of previously planned projects; identifying potential opportunities for new and improved transportation options including protected bikeways and mobility hubs; and providing a concise list of actions for immediate and long-term implementation. The study aims to increase the use of transit, walking, and bicycling and to help reduce vehicle miles traveled and associated emissions.
- » Long Beach Vision Zero Technical Analysis Update, Long Beach, CA. Fehr & Peers is updating the City of Long Beach high injury network and collision trend summaries from the Safe Streets Long Beach plan using the latest 2017-2021 data. Fehr & Peers is also incorporating a proactive approach to safety by performing a systemic risk analysis to understand key roadway and contextual factors present in the most common and severe collision types in the city. The results of the analysis will be summarized in an online data dashboard to allow the City of Long Beach to visually display and summarize collisions based on roadway and contextual factors. Emily is the Associate-In-Charge for this effort.
- » Los Angeles Vision Zero 2.0 Technical Analysis, Los Angeles, CA. Los Angeles was one of the first national leaders in adopting a Vision Zero goal in 2015. Now, LADOT will be one of the first agencies to usher in an era of "Vision Zero 2.0" in refining and improving their program. Fehr & Peers is supporting LADOT in a comprehensive update to their initial Vision Zero technical analysis, originally completed 2015-2017. With several Vision Zero projects having been implemented five or more years ago, LADOT and Fehr & Peers will partner to evaluate successes and failures, reestablish priorities, and double down on what is proven to work best in improving road safety.



Alex Melaragno, PE

ENGINEER/PLANNER | FEHR & PEERS

Alex is a transportation engineer/planner in the Long Beach office. He has technical and qualitative experience in land use planning, transit planning, multimodal operations, and parking, among other topic areas. Alex's experience with land use planning extends across various uses, encompassing residential, commercial, industrial, and special event purposes. He is currently the Project Manager for the Fehr & Peers team on the ongoing WSAB-Cudahy Strategic Visioning Implementation Plan.

SELECTED PROJECT EXPERIENCE

- » El Segundo Downtown Specific Plan, El Segundo, CA. Fehr & Peers led the development of mobility and parking recommendations within Downtown El Segundo. Alex prepared and calibrated the ULI Shared Parking Model to inform a parking study and projected future parking needs for the specific plan area, based on expected land use changes. The parking study and recommendations involved both on and off-street supply and demand throughout the mixed-used project area. In addition to the Shared Parking Model analysis, the parking study included comparison of parking rates with other cities in the region, and the evaluation of net change in on-street parking supply based on proposed roadway modifications. Alex was the Project Manager and led the parking analysis.
- » Artesia-Aviation Corridors Area Parking Implementation Plan, Redondo Beach, CA. Fehr & Peers led the development of mobility and parking management strategies for the Artesia-Aviation Corridors Area Plan. Alex conducted a best practice review of parking policies to optimize supply on a commercial corridor. The review included a collection and comparison of minimum parking requirements from comparable coastal and Southern California cities.
- » El Segundo Local Travel Network Pilot Implementation, El Segundo, CA. Fehr & Peers identified 50 sign locations along the South Bay Local Travel Network in El Segundo for a pilot wayfinding implementation. Signage types featured. The signs featured the South Bay Cities Council of Governments LTN "turtle" icon as well as gateway and destination supplemental signs. Most signs were implemented along the City's primarily residential street grid. Another portion of the LTN Pilot included the implementation of neighborhood electric vehicle (NEV) parking at key locations around the City, including at City Hall and the Public Library. Alex was the Project Manager for the LTN signage implementation.
- » WSAB-Cudahy Strategic Visioning Implementation Plan, Cudahy, CA. Fehr & Peers is a sub to City Fabrick on the development of the West Santa Ana Branch-Cudahy Strategic Visioning Implementation Plan (Cudahy SVIP). Fehr & Peers will lead the development of equitable mobility goals and metrics, placemaking in the transportation realm recommendations, wayfinding signage locations, a list of transportation stakeholders, walk audits, transportation-related community engagement activities, and support the development of a community preservation study. Alex is the Project Manager for the Fehr & Peers team.

EDUCATION

- » Master of Urban Planning, Transportation, University of Southern California
- » Bachelor of Science, Environmental Engineering, University of Central Florida

REGISTRATIONS

- » Engineering Intern (E.I.)



Kevin Engstrom

SENIOR PRINCIPAL | KMA

Kevin Engstrom is a Senior Principal in the Los Angeles office of Keyser Marston Associates, Inc. For over 25 years he has provided public and private clients with real estate and financial expertise. Kevin has provided public and private clients with real estate and financial expertise, including: market and financial feasibility studies, fiscal impact analyses, economic revitalization consulting, financial modeling, developer selection and disposition consulting.

Kevin is evaluating market opportunities for commercial and residential development at CSU Fullerton and Sacramento State. Other projects include market/financial/fiscal evaluation of the West Gateway in Long Beach; market study for the Little Arabia Corridor in Anaheim; market study for the City of Newport Beach residential development opportunities; fiscal impact analysis of a proposed annexation in Palm Desert.

EDUCATION

- » Master of Arts, University of Arizona
- » Bachelor of Arts, Villanova University

AFFILIATIONS

- » CALED Board of Directors (Advisory Board)

TEACHING

- » California Association for Local Economic Development's Accredited CA Economic Developer Program
- » Basic Pro Forma and Advanced Pro Forma Class, CRA's Redevelopment Institute
- » Real Estate Finance and Development Pro Forma class, American Planning Association California Chapter annual conference
- » California State University at Fullerton Instructor, Geography Department

SELECTED PROJECT EXPERIENCE

- » Land Use Strategies/Market and Feasibility Studies. During his tenure at Keyser Marston, Kevin has conducted a number of market and feasibility studies for cities throughout California. For these analyses Kevin assessed current market conditions; projected future demand for residential, retail, office, industrial and hotel development; tested the financial feasibility of prototypical projects; prepared fiscal impact projections for alternative development scenarios; and created implementation strategies. Projects have included general plan updates, specific plans, master plans, corridor studies, economic development strategies and highest and best use analyses. These studies have occurred throughout Orange, Los Angeles, Riverside, San Bernardino, Ventura, Santa Clara, Butte, San Diego and Fresno counties.
- » Asset Management/Disposition Consulting. In addition, Kevin has consulted in all areas of the disposition process for surplus properties for public agencies. His experience includes project planning, preparing and evaluating Requests for Proposals and Qualifications, developer selection, negotiation support and financial feasibility analyses for cities throughout the State including Los Angeles, Anaheim, Brea, Glendale, Long Beach, Poway, Pasadena, Redondo Beach, Rancho Mirage, San Juan Capistrano and Monterey Park. In addition, he has negotiated ground leases, including extensions, for retail, office and hotel projects in cities throughout Southern California.
- » Market and Financial Services for Hotel Projects. Kevin has provided consulting services for over 125 hotel projects throughout California, including the Olympic North Hotels, Pico Fig Hotels, Anaheim Westin, Beverly Hills Montage, Huntington Beach Grand Hyatt, Anaheim Doubletree and the Glendale Embassy Suites. The analyses include market assessments, financial feasibility analyses, public revenue projections, reviewing EB-5 financing strategies and developing financial assistance programs.



Kathleen H. Head

PRESIDENT | KMA

Kathleen Head is the President of Keyser Marston Associates, Inc., the Managing Principal of the Los Angeles office, and the manager of the firm's affordable housing practice. Kathe joined the firm in 1983. During her tenure at Keyser Marston, Kathe has assisted more than 100 public sector clients throughout California and has also represented several clients in other western states. A representative sample of clients that she has assisted includes El Segundo, Long Beach, Beverly Hills, Culver City, Los Angeles, Pasadena, Claremont, Whittier, Anaheim and Huntington Beach.

EDUCATION

- » MBA and MURP, University of California, Los Angeles
- » BA, History, University of California, Los Angeles

TEACHING

- » Courses related to Disposition and Development Agreements, the Developer Selection Process, Advanced Affordable Housing, and Inclusionary Housing
- » Guest lecturer at the UCLA Anderson School of Business; the USC and UCLA Planning Schools; and the California State University, Long Beach, Public Administration School

PRESENTATIONS

- » League of Cities conferences
- » American Planning Association conferences

SELECTED PROJECT EXPERIENCE

- » Disposition of Publicly Owned Property. Kathe advises clients on disposition strategies for properties that are subject to the Surplus Land Act. She assists jurisdictions with services including interacting with HCD; preparing developer solicitation documents; evaluating proposals; participating in the interview process and assisting in the transaction negotiations.
- » Development Agreements / Entitlement Strategies. Kathe assists clients in the creation of specific plans, downtown plans, and incentive zoning programs. As part of this process, she assists jurisdictions in preparing value enhancement analyses to be used as one metric in the imposition of community benefits requirements on properties being considered for zoning modifications.
- » Public/Private Commercial Development. Kathe is recognized as an expert in real estate advisory services related to public/private joint development transactions. She has assisted public sector clients throughout Southern California in the analysis and implementation of commercial, office, industrial, hotel and mixed-use projects. Kathe's role in the disposition of properties includes project planning; preparation of requests for qualifications and proposals; developer selection; and transaction structuring.
- » Affordable Housing Programs. Kathe assists clients in structuring a wide variety of affordable housing projects, with transactions ranging from the complex leveraging and layering of multiple funding sources for multi-phased mixed-use projects, to the simple acquisition and rehabilitation of single buildings. Her involvement with projects ranges from the initial creation of RFQ/P's for developer solicitation, to the negotiation and implementation of the Affordable Housing Agreement that will guide the development.



Ryan Tuong An Koyanagi

ASSOCIATE | KMA

Ryan Tuong An Koyanagi is an Associate in the Los Angeles office of Keyser Marston Associates. Since joining the firm in 2022, Ryan has provided a variety of public and private sector clients with real estate economic analysis for affordable housing, inclusionary housing and adaptive reuse projects. He has worked on projects in Los Angeles, Orange, Riverside and San Bernardino counties, as well as the Bay Area. Ryan conducts market and demographic research for real estate projects, evaluates developer responses to RFPs, and determines financial gap and land reuse valuation for agency assistance to affordable housing projects.

Ryan performs market and demographic analysis for redevelopment projects and general/specific plan updates, evaluating historic and projected performance for different land uses and surveying brokers, developers, property owners and other real estate professionals. Ryan has recently performed market analyses for the Cities of Long Beach, Anaheim, Newport Beach, and the California State University system.

Ryan performs a variety of analyses in support of affordable housing development, including financial gap, land reuse valuation, subsidy layering reviews, and drafting and evaluating RFP/Qs for affordable housing development. Ryan has recently performed affordable housing financing analyses for the Cities of Alhambra, Anaheim, Santa Ana and Long Beach.

EDUCATION

- » Master of Arts and Bachelor of Arts, Geography, California State University, Fullerton
- » Geographic Information Systems (GIS) certificate, California State University, Fullerton

SELECTED PROJECT EXPERIENCE

- » Market Analyses for General Plan Updates in the cities of Chino and Newport Beach, specific projects and corridors such as the Brookhurst Corridor (Little Arabia) in Anaheim, the West Gateway Entrada and Belmont Pier redevelopment projects in Long Beach, and has evaluated market opportunities for student and faculty/staff housing for CSU campuses at Fullerton, Sacramento, San Jose and Chico.
- » Fiscal Impact Analyses for the cities of Santa Ana and Palm Desert
- » Inclusionary Housing Programs for the cities of Monrovia, Redlands and Santa Cruz

d. Questions/Responses to the Scope of Services

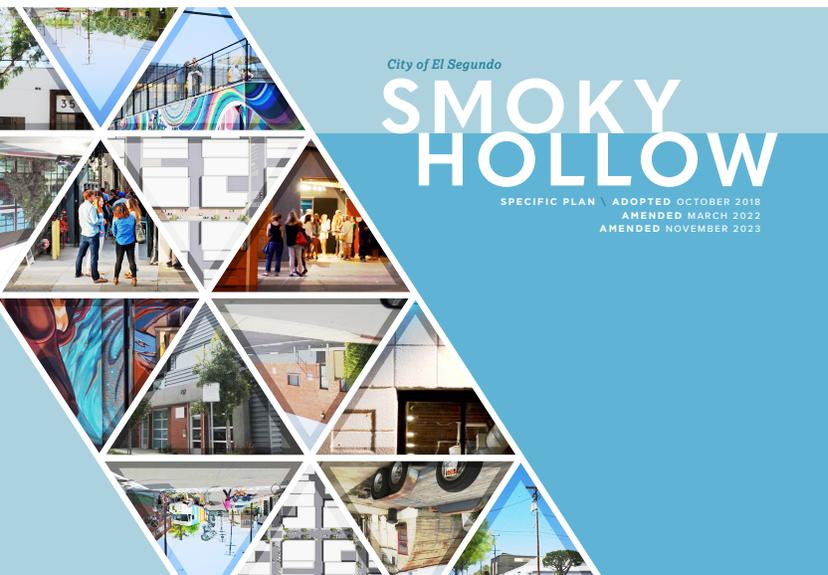
Project Understanding

Over the past six years, the City of El Segundo has revisited land use policies to react to evolving land use trends and comply with State requirements to accommodate regional, pent-up housing demand. Working with MIG, the City amended the Smoky Hollow Specific Plan (which MIG comprehensively updated in 2018) to expand the uses allowed within this iconic industrial district. Five months ago, the City adopted a new plan for Downtown to reinvigorate the city center. In January of this year, the City achieved Housing Element certification after completing a rezoning effort. This work, together with lingering effects of COVID-19 on how people work and shop, have identified for City leaders the value of holistically examining land use policies through a comprehensive General Plan Land Use Element update. This effort will produce an overarching framework for the entire community and ensure that all areas of El Segundo receive the same comprehensive planning and attention. The 30-year-old Land Use Element no longer addresses today's challenges and opportunities. Updating the Land Use Element ensures that future development is sustainable and responsive to contemporary needs and trends.

EL SEGUNDO'S VISION

With over 30 years since the last comprehensive Land Use Element update, a refined vision is needed to guide El Segundo's growth for the next 20 years and beyond. While the current Land Use Element provided a good foundation for retaining the characteristics that have defined El Segundo for decades, it does not respond to evolving economic and workplace trends nor the rapid technological and societal changes affecting how people work, shop, enjoy leisure time, and move around.

Updating the Land Use Element is a particularly significant endeavor because the entire community will come together to shape a new vision. The City, strategically located near Los Angeles International Airport, major freeways and highways, and a commuter rail line, and with an abundance of diverse employment hubs, presents a unique set of challenges. Residents deeply value the small-town feel they have always known, even as high housing demand puts pressure on the community. Complicating this, external forces such as economic shifts, regulatory changes, and the impacts of climate change are largely beyond the City's control. The challenge ahead will be finding a way to balance these pressures while preserving the community's identity.



MIG prepared the Smoky Hollow Specific Plan in 2018 and subsequent focused amendment to stimulate development activity and encourage revitalization of incubator industrial and office space.



The State Theatre, originally opened in 1921 as a live performance venue for employees of the nearby Standard Oil Refinery, transformed into the Old Town Music Hall in 1968.



The Mattel Corporation has deep roots in El Segundo and continues to expand. Earlier this year the company purchased a 168,000-square-foot building just down the street from the original headquarters.

According to the El Segundo 2021-2029 Housing Element, in October 2020, the median sales price for single-family homes, condos, and new homes was \$1,466,00. Since October 2019, the median home price in El Segundo has increased by 67.4 percent.

El Segundo is centrally located and minutes away from LAX, the 105 and 405 freeways, MTA bus depot, and three Metro Line rail stations. Any land use policy changes near these rail lines will be carefully evaluated to enhance accessibility and support transit-oriented development.

STRONG JOB MARKET

El Segundo is a thriving employment hub that has shown resilience during economic downturns largely due to its diverse industry mix and large anchor companies such as the Chevron Refinery, Los Angeles Air Force base, and aerospace companies such as Raytheon and Boeing.

El Segundo has also emerged as a member of Silicon Beach, a geographical classification for the coastal region of Los Angeles home to over 500 tech startup companies and where Google, Yahoo!, Microsoft, and YouTube have offices.

The City's location, existing infrastructure, and supportive business environment are expected to continue attracting more companies and jobs in the coming years. According to 2024 SCAG forecast data, El Segundo's employment base is projected to reach 62,400 by 2050, and close to 60 percent of residents now have higher education degrees, suggesting significant economic growth and opportunity. As the employment base grows, the City is likely to see an influx of businesses and professionals, further fueling economic development.

However, this growth will also come with challenges, such as the need for expanded housing, transportation, and infrastructure to accommodate the increasing population and workforce. Additionally, residents may have expectations for high-quality public services and amenities to match the needs of a more highly educated and skilled population. Adaptive reuse of vacant office and commercial spaces will be considered as part of the updated vision as an opportunity to address the near-term devaluation of office, retail, and commercial properties due to behavioral and economic shifts resulting from the COVID-19 pandemic. El Segundo's ability to manage this growth strategically will be key to maintaining its appeal and ensuring long-term prosperity.

ADDRESSING THE HOUSING CRISIS

In El Segundo, as in all Southern California, the interplay of high home prices, low residential vacancy rates, and a lack of vacant land has created a significant housing crisis that impacts residents and communities. High home prices make housing increasingly unaffordable for many, particularly low- and middle-income families, while low vacancy rates exacerbate competition for available rentals, driving prices even higher. The scarcity of vacant land limits opportunities for new housing, resulting in a stagnant supply that cannot meet growing demand. This high demand can displace long-term residents in desirable neighborhoods, disrupting community ties.

The City's sixth Cycle Housing Element includes plans to meet its Regional Housing Needs Assessment (RHNA) through overlays with densities of up to 85 units per acre, a significant departure from the land use densities outside of the Specific Plan areas. The new Land Use Element must balance El Segundo's legal obligations with the community's desire to shape its future, all while protecting what makes the area special, such as its single-family neighborhoods and small-town feel. Urban design will play a crucial role in this process by guiding the layout, scale, and aesthetics of new projects. Pedestrian-friendly designs, green spaces, and development patterns that reflect the community's heritage will be essential for retaining community character while accommodating necessary growth.

ENHANCING MOBILITY THROUGH LAND USE PLANNING

The General Plan Land Use and Circulation Elements are interconnected, as together they shape the development and functionality of a community. While an update to the City's Circulation Element, last revised in 2004, is not included in our scope of work, the new Land Use Element can still enhance circulation and mobility through various strategies. It can identify areas that need improved connectivity and promulgate land use development approaches that promote multi-modal transportation while incorporating community input on transportation priorities. The plan can include policies addressing environmental considerations, promoting accessibility and sustainable growth, and designating areas for transportation infrastructure.

Additionally, urban design approaches can prioritize complete neighborhoods and create walkable environments that encourage community engagement and accommodate the evolving needs of residents and businesses. The land use strategies can integrate existing and planned transit infrastructure, capitalizing on the expansion of public transit options while also addressing issues such as the first and last-mile gaps. The new plan should emphasize active transportation modes like walking and biking, necessitating pedestrian-friendly infrastructure, bike lanes, and trails.

REFLECTING COMMUNITY VOICES

No plan will succeed without broad-based community support. The Request for Proposals identifies a robust community engagement program that will be integral to the Land Use Element update, consisting of:

- » Up to 10 community meetings/events
- » Up to 10 City Council meetings
- » Up to five Planning Commission meetings
- » Two City Council hearings
- » One CEQA scoping meeting
- » Attendance and presentation at technical advisory body meetings

Residents and the business community will have the opportunity to attend in-person events, online engagement, and the work sessions with appointed and elected officials, lending their voices throughout the program to shape El Segundo's path to continued success.



Scope of Work

The MIG Team proposes this work program based on your RFP and the City's desire for a Land Use Element that reflects population trends, economic conditions, and evolving land use practices, and that accounts for current housing needs, addresses traffic congestion, and responds to contemporary environmental concerns and principles. We have tailored this work program to meet your schedule, with a three-phase approach designed to ensure a comprehensive and inclusive process with outcomes the community will embrace.

Our proposal stands out by offering a tailored, community-driven approach that both addresses immediate project goals and provides long-term growth and sustainability through innovative, data-informed solutions. Reflected in this scope of work is MIG's approach to preparing tailored plans for each community we work with. We employ "high touch, high tech" methods and technologies to draw out diverse community voices and craft compelling narratives. People respond readily to illustrative, intriguing stories, and we use graphics and highly interactive tools to create narratives for community conversations about the future. MIG is nationally known for our innovative, inclusive public engagement programs that reach deep into the community. With our strong foundation of communications, social marketing and engagement, extensive local knowledge, multicultural competency, and strategic know-how, MIG is uniquely positioned to provide communications and outreach that will increase community ownership in the project. For this work program, we propose to use Esri StoryMap at all stages to allow residents and the business community to interactively stay abreast of the work and share their ideas.

Equally important, the plans we create with client communities are grounded in the economics of what will work. For El Segundo, our team, led by the economic experts at Keyser Marston Associates, will test several land use alternatives that arise from the engagement process to demonstrate the fiscal outcomes and what combination of land use choices represent a sustainable model for the future.

This scope of work has been crafted to achieve adoption of the General Plan Land Use Element by June 2026. The Request for Proposals includes a brief scope of services to be performed. Our detailed scope largely reflects that work plan, with modifications and additions based on our prior experience.

Phase 1: Context & Vision

TASK 1: PROJECT INITIATION, MANAGEMENT, AND COORDINATION

1.1 Project Kickoff Meeting and Tour

We will initiate the work program with a half-day, in-person kickoff meeting and tour of El Segundo. This meeting will provide an opportunity to:

- » Review and confirm the SOW and project schedule
- » Discuss project goals, opportunities, constraints and overall vision
- » Discuss available and relevant background information and documents
- » Discuss the community engagement components and approach
- » Tour El Segundo with City staff

The MIG Team will meet with City staff to kick off the project and outline overall expectations and desired project outcomes. Project schedule, refinements to the work scope, and key project team roles will be discussed and confirmed. Prior to the kickoff meeting, MIG will coordinate with City staff via Zoom (or similar platform) for attendance, site touring, and other logistics. The MIG Team and City staff together will tour key areas of El Segundo to document conditions and discuss opportunities. The MIG Team will have up to six staff people (MIG and subconsultants) attend the kickoff meeting and tour; we will provide the agenda for the day. The City will be responsible for developing the tour route/stops and providing tour transportation.

1.2 Document Review

The MIG team will review existing documents, policies, and programs relevant to the development of the new Land Use Element. A review of existing documents and data will provide a solid foundation, guiding the development of policies that balance the needs of the community, environmental considerations, and economic realities. City staff and MIG will determine the list of documents to be reviewed during the project kickoff meeting.

1.4 Client Meetings and Coordination

This task includes project management and coordination (emails, calls, data transfers, etc.) with City staff and the internal team, as well as regular invoicing, scheduling, and budget management. The task assumes bimonthly meetings over the estimated 18-month project timeframe. The schedule and frequency will be confirmed during the project kickoff meeting but can be adjusted as needed. The meetings will largely be via Zoom or a similar platform, with in-person meetings scheduled at key points. MIG will also be available for occasional unscheduled calls to address various plan topics ranging from refining the schedule and outreach plan, strategizing about upcoming events or milestone documents. The cost proposal also includes an allowance for MIG internal project team meetings between the project manager and other team members.

1.5 Ongoing Project Management

MIG will have the lead role managing the process to ensure the project remains on schedule and within budget. This task accounts for MIG's project management and coordination with both City staff and the subconsultant team, as well as regular invoicing, schedule, and budget management. This task also includes hours for project closeout activities.

Deliverables

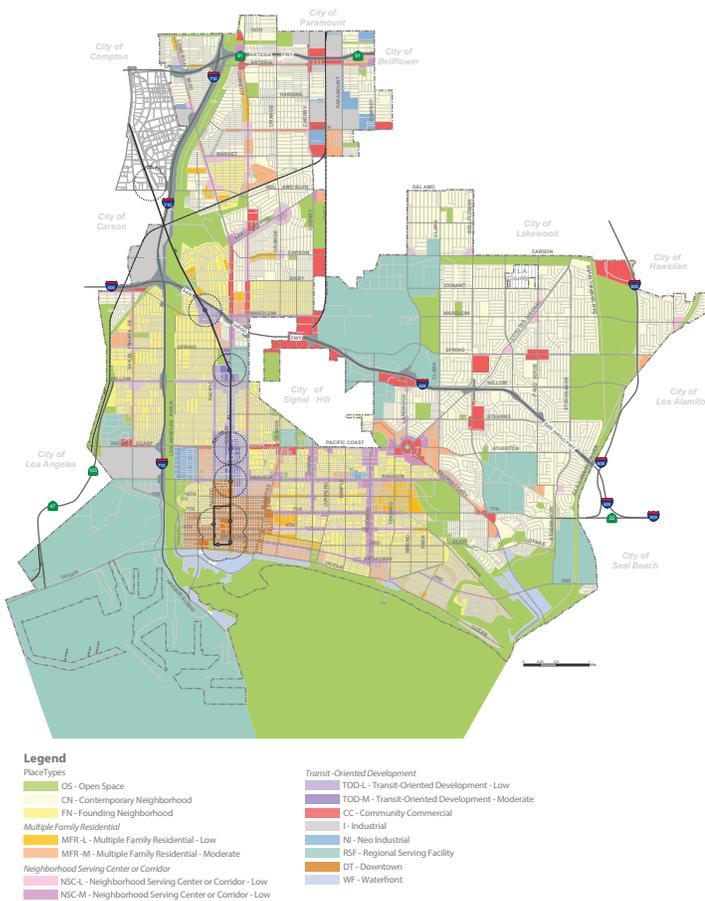
- » Kickoff meeting agenda (PDF)
- » Revised scope of work (PDF)
- » General and detailed schedule (PDF)
- » Data collection checklist (Word)
- » Base maps (up to 4 maps) (GIS, PDF)
- » Coordination meeting agendas

Meetings

- » Kick-off Meeting (1)
- » Bimonthly Coordination Meetings

Assumptions

- » Project coordination and management budget assumes an 18-month schedule; additional budget will be requested for project coordination and management if the schedule extends.



Long Beach General Plan Land Use PlaceTypes

1.3 Base Mapping

MIG will collect and review available GIS data from the City, including existing land use, General Plan land use designations, zoning, existing housing units, jobs, and/or non-residential square footage per parcel, street centerlines, and County Assessor data. All information will be assumed to be accurate and up to date. MIG, in coordination with the City, will also define and format a series of base maps for use throughout the Land Use Element update process. These base maps will include existing conditions information such as existing land use and zoning information. We will ensure all maps have a uniform style, legend, and title block.

At the culmination of the project, MIG will provide the City with the GIS maps and associated files developed during the process. All GIS data and mapping prepared for the General Plan will be developed consistent with City protocols and data formats to ensure easy integration into the City's information system upon project completion. City staff will be responsible for providing GIS data, coordinating on formatting and metadata protocols, and reviewing and providing feedback on the base maps.



- » If the City contact or project manager changes during the project and necessitates more than one hour of MIG staff time to reinitiate the project, this will be considered extra services.
- » If the MIG project manager changes during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the City to reinitiate the project to one hour.
- » The City will provide current and available GIS data that is reasonably accurate for the purpose of completing the project. The MIG Team will not produce new GIS data for the existing General Plan and zoning. The City will provide parcel data with County Assessor information.
- » Following completion of the Land Use Element, MIG will submit all project files to the City, including all project-specific GIS data developed during the process.

TASK 2: EL SEGUNDO TODAY - EXISTING CONDITIONS TECHNICAL ANALYSIS

The MIG Team will conduct a thorough analysis of existing conditions. This task will provide the dual purpose of identifying key challenges and opportunities for future growth and establishing the environmental baseline for the Program EIR. Each section will conclude with a summary of identified challenges and opportunities to be addressed by the Land Use Element update and include multiple maps relevant to each topic area. The themes will cover the following areas:

2.1 Built Environment Existing Conditions Technical Analysis

The Built Environment Existing Conditions Technical Analysis will provide a detailed analysis of the City's residential neighborhoods, commercial areas, and corporate and industrial business districts; it will examine land use patterns on the ground and currently in the General Plan. The analysis will conclude with a summary of observations and considerations that will shape the land use and urban design alternatives and policies in the Land Use Element.

2.2 Market and Fiscal Conditions Existing Conditions Technical Analysis

Team member KMA will provide a comprehensive analysis of El Segundo's current economic conditions, along with relevant local and regional trends that may impact the City's future. The analysis will provide a comprehensive assessment to support the development of the new General Plan land use plan and equip the City with tools to address the rapidly evolving commercial, residential, corporate office and aerospace industry landscape. The analysis will connect these conditions to broader local, regional, and national economic trends, identifying opportunities for sustainable job growth and ensuring the City remains competitive in emerging growth sectors.

Based on the assessment of current market conditions, KMA will identify development opportunities and constraints for these land uses throughout the City. Specifically, KMA will:

- » Review existing market research prepared by or for the City.



- » Detail the residents' socio-economic characteristics in the City and market area.
- » Collect population, household and employment growth projections for the City, market area and region.
- » Estimate business and employment by industry in the City and market area.
- » Review existing employment and business patterns in the County and the market area to gain an understanding of the mix of jobs suited for new development and the demand they could generate.
- » Summarize countywide employment patterns and identify key industries with strong growth opportunities.
- » Review real estate market conditions, including sales prices, sales activity, absorption, current rents, marketplace voids and recent/proposed developments for commercial and industrial.
- » Review current retail sales in the City, market area, and County.
- » Prepare a surplus/leakage analysis for the market area to identify the type and scope of retail development that could be supported.
- » Review sales prices for new and existing for-sale residential in the market area.
- » Summarize current apartment rents, vacancy and inventory by unit type and project quality level in the market area.
- » Consider projected population growth and potential development opportunities in the City.
- » Collect hospitality industry performance metrics including average daily rate (ADR), occupancy and Revenue Per Available Room (RevPAR) for the market area.

- » Contact brokers and developers active in the region, as their insights are invaluable for assessing the current and future market conditions.
- » Identify trends and opportunities for residential development.
- » Evaluate office market opportunities considering existing inventory and future demand.
- » Provide insight into hotel development opportunities.
- » Identify opportunities for new industrial development.
- » Identify the scope and scale of supported retail development.

2.3 Traffic and Mobility Existing Conditions Technical Analysis

The Traffic and Mobility Existing Conditions Technical Analysis, conducted by team member Fehrs & Peers, will evaluate existing mobility and transportation conditions, including the following:

- » Existing circulation for roadways, transit services, bicycle networks, truck routes
- » Qualitative evaluation of existing pedestrian, bicycle, transit, and vehicle network and facilities
- » Travel pattern comparison looking at commute trends (using LEHD data)
- » VMT summary from SCAG Activity Based Model for 2024 baseline, based on the most recent RTP/SCS

The analysis will conclude with a summary of mobility issues and opportunities.

Optional Task. Included as an optional task in the cost proposal is a Traffic Operation Analysis. While a Level of Service (LOS) analysis is not needed for the Program EIR, the City may desire some amount of analysis to inform the land use changes being considered. The City's existing General Plan included LOS analysis of 53 existing intersections. If the City desires an updated analysis of intersections, Fehr & Peers can prepare an operational analysis of intersections using new traffic data for existing conditions. Existing intersection turning movement counts would be collected for the AM and PM peak periods for a weekday for 12 intersections. The Traffic Operation Analysis can also be used later in the project for volume forecasts for future conditions that are based on the land use element alternatives. The most cost-effective approach would be for the City to select the highest trip generation alternative and conduct an LOS analysis that reflects the upper envelope of potential development to provide a worst-case scenario analysis. Otherwise, each alternative could be analyzed separately. Traffic forecasts would then be developed based on the potential land use changes with the Land Use Element Update. LOS analyses for the intersections would cover the following scenarios:

- » Existing Conditions – using the collected traffic count data.
- » Future Year With No Project Conditions – volume forecasts using the existing land use and roadway network for the current General Plan scenario.
- » Future Year With Project Conditions – volume forecasts using the proposed land use and proposed roadway network for the General Plan scenario.

The results of the operation analysis would be reported in a technical memorandum.

2.4 GHG/Air Quality/ Noise Existing Conditions Technical Analysis

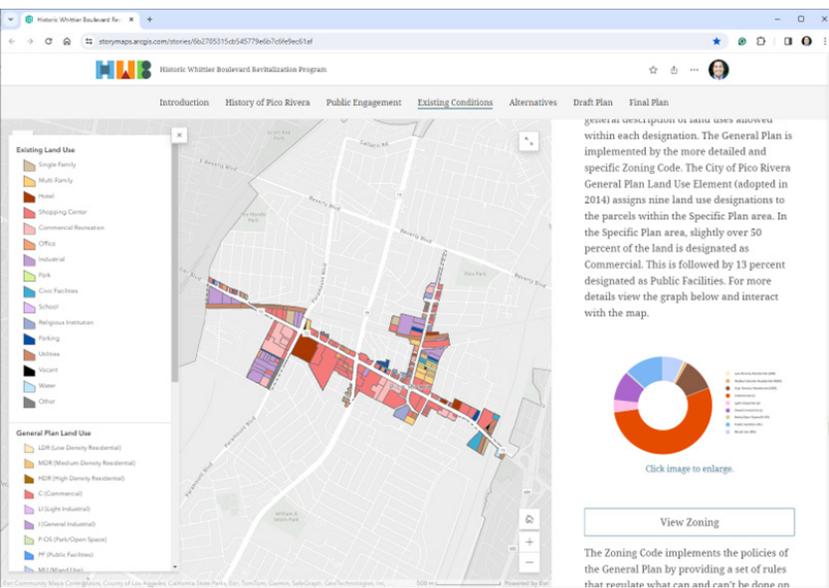
The GHG/Air Quality/ Noise Existing Conditions Technical Analysis provides a baseline understanding of the environmental challenges the City faces in these areas and offers insights that can guide future planning efforts to enhance the quality of life for residents. MIG will provide a detailed assessment of the current environmental conditions related to air quality, greenhouse gas emissions, and noise levels. This task is detailed under the Task 11, as the analysis will be one of the technical studies for the EIR.

2.5 El Segundo Today: Existing Conditions StoryMap Atlas

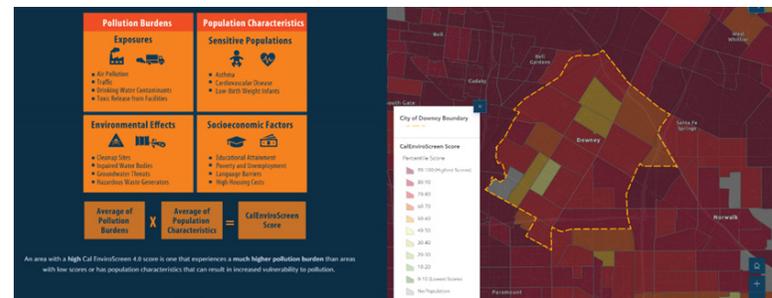
Based on review of the analysis listed above, MIG will present a comprehensive look at the existing conditions and their policy implications as an Esri ArcGIS Online StoryMap atlas. The atlas will comprehensively and concisely summarize conditions today that point toward the Land Use Element vision and guiding principles to be prepared. The atlas will be structured around four overarching themes: land use, economic and fiscal health, mobility and infrastructure, and environmental quality and sustainability. The atlas will discuss how these conditions shape the planning process.

The atlas will be presented as a GIS StoryMap rather than as a traditional report. StoryMap offers an interactive experience that allows users to explore data visually, making complex information easier to understand. Users can click on maps, zoom into areas of interest, and view data layers, which provides a more engaging experience than static charts and text in a paper report. Because a StoryMap atlas combines maps, images, infographics, and narrative text it can be used to convey information in a visually appealing and straightforward way. The StoryMap will be easily accessed online from any device, making it more convenient for a wider audience, including residents, businesses, and City officials. A key advantage to a StoryMap is that it can integrate real-time or regularly updated data, offering more current and relevant information. This is particularly beneficial for an ongoing project like the update of the Land Use Element. The StoryMap will be updated based on deliverables in subsequent project phases.

During the project, the MIG Team will meet with City staff to define the objective, intended audience, and key messaging that should be included in the StoryMap. The MIG Team will work with City staff to gather and organize the multimedia content and spatial data that will be used to support the StoryMap. The team will draft engaging narrative text to orient the audience and highlight key messages and themes about the project. MIG will provide an unpublished draft of the StoryMap, revising this into final form based on one round of consolidated City comments. Following the City's review of the StoryMap and its content, the application will be tested on different monitors, devices, and browsers to ensure cross-platform accessibility.



Historic Whittier Boulevard Revitalization Program StoryMap



City of Downey Environmental Justice StoryMap

Deliverables

- » Market and Fiscal Conditions Existing Conditions Technical Analysis Report (KMA, PDF)
- » Traffic and Mobility Existing Conditions Technical Analysis Report (Fehr & Peers, PDF)
- » El Segundo Today: Existing Conditions Atlas Draft Story Map (Esri ArcGIS Online StoryMap)
- » El Segundo Today: Existing Conditions Atlas Final Story Map (Esri ArcGIS Online StoryMap)

Assumptions

- » The technical analysis reports prepared by KMA and Fehr & Peers will be provided to the City in their original forms, without further edits or formatting.
- » KMA will attend one in-person meeting and two virtual meetings for this task.
- » MIG will submit an electronic draft of the Esri ArcGIS Online StoryMap atlas to City staff for review. Upon receipt of single comment document, MIG will prepare the final StoryMap. The budget allows one round of review.
- » MIG will maintain the content hosted within the StoryMap during the project and will transfer the content to the City at the end of the project to be hosted on the El Segundo ArcGIS Online portal.

TASK 3: COMMUNITY ENGAGEMENT SERIES 1

In this first exploratory phase of community engagement, we aim to uncover core concerns and priorities through a series of meetings, events, and interviews. Given that the land use plan was updated over 30 years ago, it is essential to rediscover the community's evolving needs and desires. This phase will help identify how distinct parts of El Segundo may have competing or shared visions for the future. By gathering diverse input, we can better reconcile these community perspectives with the practical realities we face today, including real estate development pressures, population growth, and economic development trends. This foundational phase will shape the strategies for future engagement and planning efforts.

3.1 Community Engagement Plan

MIG will develop a Community Engagement Plan designed to raise awareness of the Land Use Element update, encourage participation in planned activities, and gather valuable community input to shape the new Element. This strategy will clearly define the goals and objectives of the engagement process and identify key target audiences. The plan will also detail proposed outreach activities, informational materials, and strategies to effectively engage the community.



3.2 City Leadership Interviews

At the outset of the project, MIG will conduct one-on-one sessions with the City Councilmembers (5), Planning Commissioners (5), City Manager (1), a representative from the Public Works Department (1), and a representative from the Economic Development Department (1). These additional interviewees have been identified due to the need to assess infrastructure and service provision, as well as economic and fiscal issues and concerns. The interviews will be conducted via Zoom.

We will prepare a summary memorandum highlighting consolidated, unattributed comments and ideas.

3.3 Affinity-Based Focus Groups

To understand the unique perspective and identify key issues or concerns for the business, industry, and real estate communities, MIG will facilitate up to three affinity-based focus groups. During these focus groups, expected to occur following the City Leadership Interviews, participants will discuss issues or topics relevant to their shared interests. The focus groups will be conducted via Zoom for ease of participation. MIG will assist the City with identifying participants and groups; City staff will be responsible for invitations and scheduling. The budget for this task assumes up to three affinity-based focus groups, with up to eight members each and two MIG staff to facilitate and take notes.

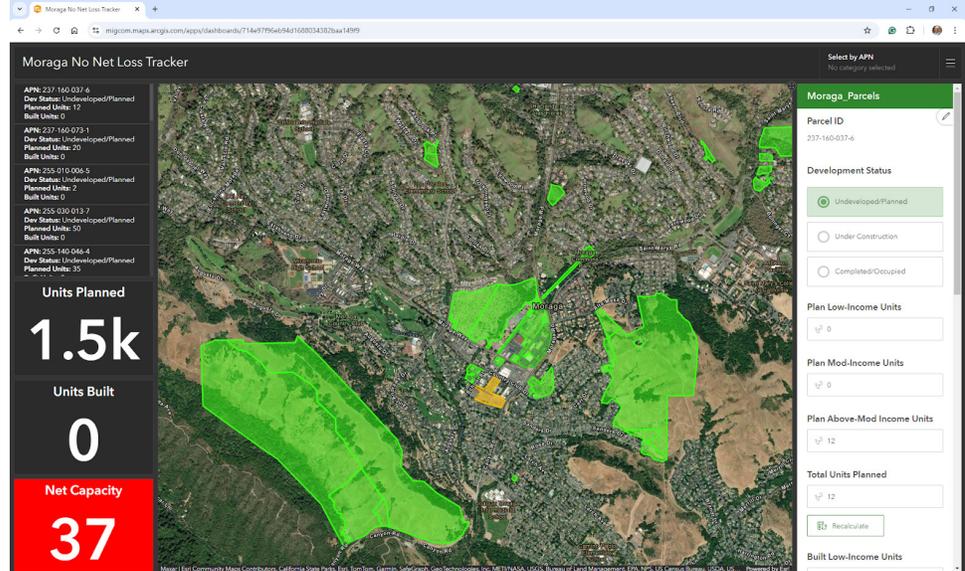
We will prepare a summary memorandum highlighting consolidated, unattributed comments and ideas.

3.4 Community Workshop 1

The first community workshop for the project is an education and visioning opportunity. We anticipate this workshop to occur once the Online Atlas is available. In addition to explaining the project and how it will guide decision-making in El Segundo, the event will help the MIG team understand how residents view El Segundo today and what their hopes and concerns are for the future. MIG will prepare materials and facilitate a community workshop that builds upon input received to date and existing conditions findings. A visioning exercise will help form the vision and guiding principles for the new Land Use Plan. The agenda for the workshop would be to discuss and confirm the long-term land use vision for El Segundo and discuss community assets, opportunities, and challenges.

To advertise the workshop, MIG will provide a digital flyer in one language. Up to four MIG staff will attend this workshop to facilitate, record comments, and assist with breakout groups or stations. Meeting attendance includes workshop planning, material preparation, travel time, meeting attendance, and post-meeting summaries. MIG will assist the City in creating an outreach list to include stakeholders and community organizations. The City will be responsible for securing a venue and disseminating the flyer and event information.

We will prepare a workshop summary that includes input from this event and the pop-up event (subtask 3.4).



3.5 Pop-Up Event 1

To achieve a wide range of input from the El Segundo community, MIG will facilitate a mobile engagement booth at a local community event (festival, farmers markets, etc.) following the Community Workshop. This “pop-up” event will use adapted materials from the larger community workshop to engage event attendees and community members who may not typically participate in formal planning processes. The content will be streamlined for easy interaction, thus allowing for quick, meaningful input from those who may not otherwise be reached. MIG will provide two to three staff for this event to facilitate and record comments. Attendance includes materials preparation, travel time, event attendance, and a post-event summary. The City will be responsible for securing a venue.

3.6 Community Questionnaire

To help validate findings to-date, MIG will design both an online and paper questionnaire to gather input on key issues and priorities most important to El Segundo residents and other interested participants. The questionnaire will also collect limited demographic data such as household type, age, and general location. This questionnaire is designed to capture a broad sense of public sentiment and identify key themes or concerns; it is not intended to produce statistically significant or scientifically representative results. The questionnaire will be ready for input and presented to the community at the Community Workshop.

MIG will draft the 10-minute questionnaire, incorporate feedback from a single set of consolidated comments, and format the questionnaire for both print and online distribution using the most appropriate survey platform for the topics. Our work scope assumes up to 200 individuals responding to the survey. We will ask that the City advertise the questionnaire on its website and via other means generally used to inform residents about important community initiatives and print and distribute any paper copies. The questionnaire will be launched after community workshop 1 and will be available to the public for up to four weeks. The City will be responsible for promoting the questionnaire, distributing and collecting the paper version, and submitting the completed paper questionnaires to MIG for data entry (estimated to take one day). At the conclusion of the questionnaire period, MIG will compile and analyze both online and paper responses, delivering a summary report that includes key findings, supported by visually engaging graphics.

3.7 Study Sessions 1 and 2

To conclude the exploratory phase of the project, MIG will facilitate two collaborative study sessions—one each with the Planning Commission and City Council—to provide an update on community outreach efforts and share insights gathered from residents and other participants. These meetings include presentation of a vision and guiding principles for the land use element that is informed by community input and will outline the next steps in the planning process. The sessions aim to enhance understanding and foster discussion; no official decisions or actions will be taken during this meeting. The scope assumes attendance by two MIG staff, a PowerPoint preparation, travel time, meeting attendance, and post-meeting summaries.

3.8 Technical Advisory Board Meetings

The cost proposal, in response to the RFP, includes an allowance to participate in technical advisory board meetings. Collaborating closely with City staff, MIG will determine the most relevant commission or committee to engage with and in which phase the meeting attendance will occur. MIG has earmarked a budget to participate in up to three meetings, no more than three hours each, which includes travel time, meeting attendance, and post-meeting summaries. The budget allocated one MIG staff person to attend each meeting and assumes a previously created presentation will be used.

As an alternative, the City could consider establishing an ad hoc advisory committee comprising members from various existing commissions and committees.

3.9 Online Engagement Content

We have budgeted a specific number of hours to develop content and materials for a project portal that will be hosted on the City's existing website. The scope includes creating engaging and informative content such as an FAQ, project descriptions, progress updates, interactive maps, and downloadable deliverables. MIG will provide the City with all necessary files and instructions for integrating the portal into their website. The City will be responsible for hosting the portal on the City of El Segundo website.

3.10 SB 18 Tribal Consultation Assistance

As part of this SB18 Tribal Consultation task, we have included an allowance to provide the City with letter templates for the Native American Heritage Commission and tribes, along with instructions for SB 18 consultation. Telephone calls or meetings with responding tribes are not included in this proposal, as State law requires that the City conduct any requested consultation.

Deliverables

- » Community Engagement Plan (One round of review with feedback from the City consolidated into a single comment document)
- » City leader interviews questionnaire and summary (One round of review with feedback from the City consolidated into a single comment document)



Hayward 2040 General Plan ePlan
(<https://www.hayward2040generalplan.com/>)

- » Affinity-based focus groups questionnaire and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Community Workshop flyer, presentation, and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Pop-up Event plan, event materials, and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Community Survey questionnaire and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Two Study Sessions presentation and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Three Technical Advisory Meetings presentation (reused with only minor modifications to fit the context) and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Online Engagement Content (electronic, One round of review with feedback from the City consolidated into a single comment document)
- » SB18 Tribal Consultation instructions and letter templates (electronic)

Meetings

- » City leader interviews (12 interviews of up to one hour each)

- » Three affinity-based focus groups, with up to eight members each
- » One Community Workshop
- » One Pop-Up Event
- » Two Study Sessions
- » Three Technical Advisory Board Meetings

Assumptions

- » MIG will assist the City with identifying participants and groups for focus groups; City staff will be responsible for invitations and scheduling.
- » Community Workshop task includes workshop planning, material preparation, travel time, meeting attendance, and post-meeting summaries.
- » The City will be responsible for securing a venue and disseminating the flyer and event information for the community workshop and pop-up event.
- » Our work scope assumes up to 200 individuals responding to the community survey. The City will be responsible for publicizing the survey on its website and via other means generally used to inform residents about important community initiatives and print and distribute any paper copies.

TASK 4: A VISION FOR EL SEGUNDO

4.1 Vision and Guiding Principles

Based on the community feedback during Community Engagement Series 1 and the existing conditions analyses, MIG will develop a draft Land Use Element Vision and Guiding Principles that will reflect El Segundo’s vision for future growth and change.

The vision statement articulates the overarching, long-term aspirations for the City’s future as it relates to land use, growth, and development. The statement is intended to set the stage for the future land use actions and direction and should be referred to on a regular basis. The Guiding Principles are more specific and action-oriented than the vision statement. They serve as the fundamental values or priorities that direct decision-making throughout the planning process and during the life of the Land Use Element. These principles help shape policies, goals, and implementation strategies, ensuring that the plan remains consistent with the community’s values and goals.

The Vision and Guiding Principles will be presented to the City Council and Planning Commission for confirmation and will be tested during the initial phases of Community Engagement Series #2.

Deliverables

- » Draft and Final Vision and Guiding Principles (electronic, one round of review with feedback from the City consolidated into a single comment document)
- » Draft StoryMap Final Vision and Guiding Principles content (electronic, one round of review with feedback from the City consolidated into a single comment document)

Phase 2: Exploring Alternatives

TASK 5: FORMULATING ALTERNATIVES

5.1 Team Planning Charrette

Building on the atlas and community engagement feedback, MIG will host a team charrette (City staff and consultant team members will participate) to identify focus areas and develop a series of initial General Plan Land Use alternatives. We will identify areas of stability and change and potential land uses. Three alternatives for up to six areas are assumed in our cost proposal. The charrette will be a three-hour hands-on session. MIG will prepare an agenda, visual aids, and materials for the charrette. MIG will record and photo document all discussion points. The City will be responsible for securing a meeting location.

5.2 Land Use Concept Alternatives

5.2.1 MIG will develop three scenarios for up to six focus areas. Existing conditions and the current land use policy will also be included. The alternatives data will be used for discussion with the City Council and Planning Commission regarding the outcomes associated with each scenario in each focus area. This will allow the City to compare the alternatives and select those that best implement the Vision and adhere to the new General Plan Guiding Principles. In addition to highly graphic land use alternative maps, we can produce comparative graphics for the various scenarios to illustrate, for example, housing and population growth, vehicle miles traveled, or other indicators of interest.

5.2.2 As part of the alternatives analysis, Fehr & Peers will quantify several mobility outputs, including trip generation using MainStreet. MainStreet has been approved by EPA as the most effective and accurate approach for determining trip generation for mixed uses in a district setting, where there is the potential for internalization and bike/walk trips.

5.2.3 KMA will develop a fiscal impact model built around the City's existing tax structure and public service provision system that is designed to test the implications of different land use alternatives, policies, and approaches. KMA will evaluate opportunities for up to four key sites/corridors in the City. Topics to be considered include:

- » Entitlements and Physical Constraints – Provide understanding of entitlements and physical properties for the Sites/Corridors to identify limitations, concerns and issues.
- » Market Considerations – This evaluation will provide insight into the amount of development planned for each Site/Corridor, including an identification of the land uses (e.g. residential, logistics, hospitality, etc.) with market support and their appropriateness for the Site/Corridors, with attention given to the potential development formats (e.g. horizontal mixed-use, vertical mixed-use, etc.).

KMA will also evaluate the potential fiscal impact of three alternative buildout scenarios. The analysis will address the total impact of the proposed program, plus the impact of potential land uses. This analysis will include:

- » Projection of Annual Plan Revenues – KMA will estimate the gross annual recurring tax revenues and subvention revenues to be generated by the build out of the scenarios, which are allocated to the City's General Fund on a static basis and over 20 years (excludes non-General Fund Revenues). The major revenues anticipated to be quantified, include the following:
 - o The City's share of annual property tax revenues generated.
 - o The City's subvention revenues (e.g., motor vehicle in-lieu fees).
 - o The City's share of sales tax revenues generated by the residential and commercial uses.
 - o Other revenue sources.
 - o Transient occupancy tax revenues.

- » **Projection of Annual Plan Service Costs** – The second focus of the analysis is the assessment of annual General Fund operating and maintenance costs related to providing services such as police protection, public works, parks and recreation, and general administration, etc. The major steps or tasks to identify costs are:
 - o Review and analyze the City's budget, and other written materials to identify the cost experience and current annual operating expenses incurred by the City in serving its existing population. Identify applicable service standards in the General Plan.
 - o Confirm a set of basic cost and revenue assumptions derived from the City's budget.

5.2.4 Fehr & Peers will synthesize input from the existing conditions report, background research, and input from staff to identify key themes, priorities, and areas for improvement in El Segundo related to existing mobility infrastructure and land use.

The findings will provide a foundation for developing targeted strategies and recommendations that align with the community's mobility goals.

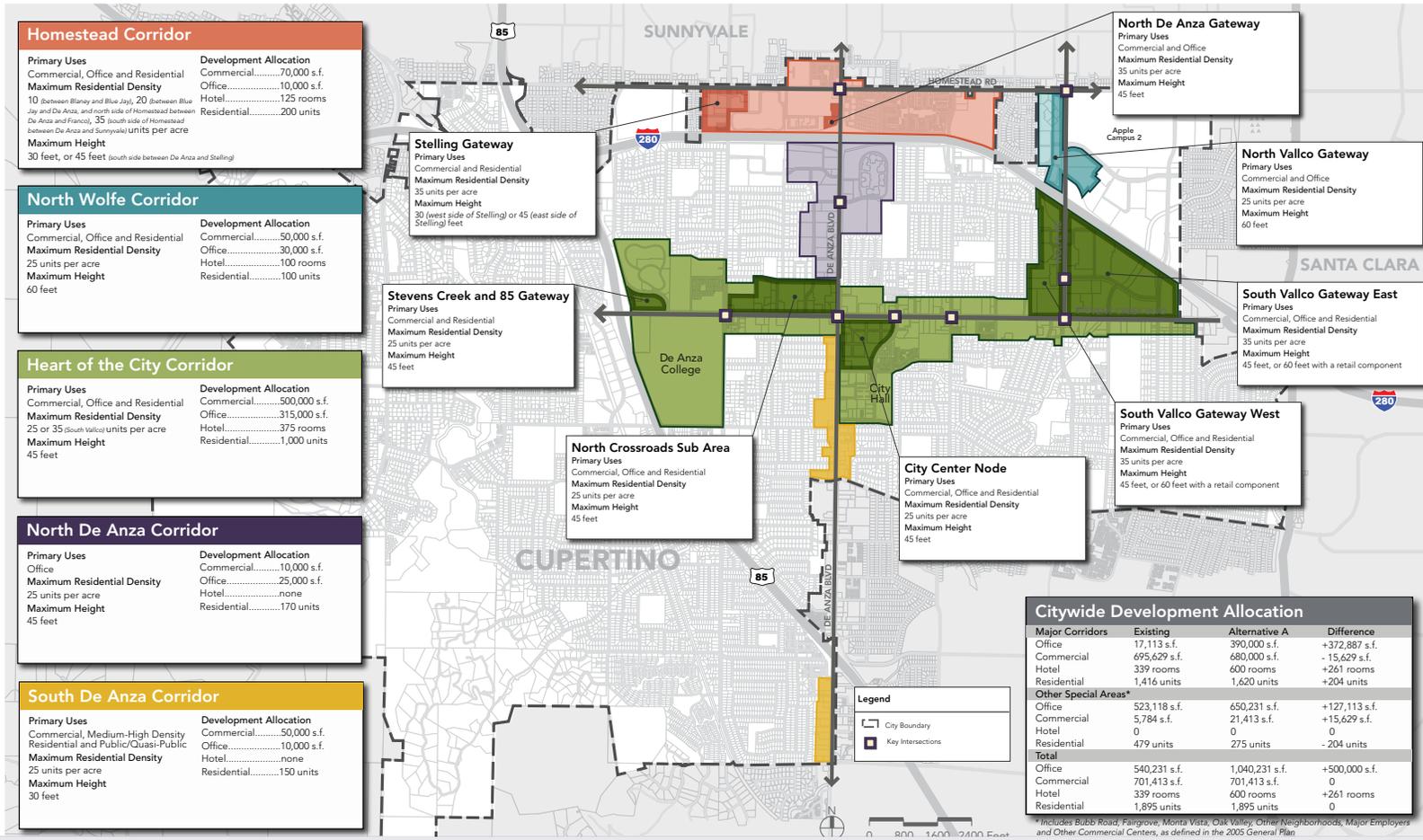
- » Fehr & Peers will quantify mobility-related metrics corresponding to the varying land use element strategies that will assist stakeholders and decision makers with a better understanding of the implications and tradeoffs of potential land use changes. To complete this phase of work we will rely on a several industry and proprietary resources including MainStreet/MXD+ tool developed by Fehr & Peers. These metrics would include:
 - » Trip generation comparisons – this will inform how the quantity, type, and mix of land uses perform from a trip generation perspective, which speaks to potential to effects on congestion and travel, internal capture, and potential to better serve non-vehicle trips.
 - o High-level VMT analysis based on trip generation and average trip length from surveys and regional travel forecasting models.
 - o Potential for internal capture to reduce trip length, VMT, and parking demand.
 - o Potential for trip generation or trip length reductions from land uses and densities that encourage shorter trips that stay in El Segundo, walk, bike, or transit use.

- » To analyze these metrics, Fehr & Peers will rely on a several industry and proprietary resources, including:
 - o Trip Generation, 11th Edition, Institute of Transportation Engineers (ITE)
 - o Parking Generation, 6th Edition, ITE
 - o Shared Parking, 3rd Edition, Urban Land Institute (ULI)
 - o 2024 RTP Activity-Based Model, SCAG
 - o MainStreet/MXD+ tool, Fehr & Peers

This analysis will help the evaluation of the environmental, equity, health, and economic impacts due to the potential land use changes in El Segundo, with a focus on the area east of Pacific Coast Highway and the Smoky Hollow area. Fehr & Peers will present the comparisons of up to three land use scenarios to the team.

In addition, Fehr & Peers will conduct a high-level assessment of design and built environment implications as related to the land use choices and a major impact of the interface between public realm and mobility. Consideration of the following metrics are anticipated to be relevant to staff for the land use assessment:

- » Driveway spacing and density
- » Roadway width
- » Intersection density
- » Potential for increased need for truck parking or accommodations for light industry and logistic uses per AB98



City of Cupertino General Plan Amendment Alternatives

El Camino Real Corridor

Redwood City General Plan

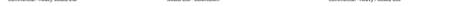
Aerial Photo



Existing Conditions- 2008

Indicators	Value
Housing Units	1,600
Jobs	5,400
Vehicle Trips (per day)	48,400
Water Consumption (GPD)	322,100
CO ₂ Emissions (Tons per Year)	31,100

Existing General Plan



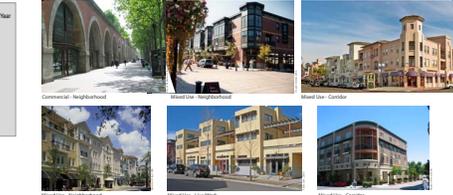
Indicators	Value
Housing Units	1,600
Jobs	7,000
Vehicle Trips (per day)	68,500
Water Consumption (GPD)	380,400
CO ₂ Emissions (Tons per Year)	42,900

Current Conditions

- El Camino Real is an important but unflattering gateway into the City.
- Central area is part of the Downtown vision; the ends are not.
- Mixed-use zoning has existed since 1993, yet almost no mixed-use development has been built. Something isn't working.
- Many lots are small and tough to develop.
- Some buildings are built right up to the sidewalk; others are set back behind parking lots.
- Major regional transportation route.
- Unpleasant for pedestrians.
- Traffic will always be heavy.
- Serves as a major barrier between neighborhoods.



Alternative 3 - Transit-Ready Grand Boulevard: Residential Emphasis and Live/Work Transition



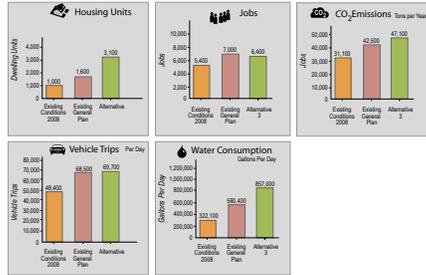
Indicators	Value
Housing Units	1,100
Jobs	6,400
Vehicle Trips (per day)	60,700
Water Consumption (GPD)	307,000
CO ₂ Emissions (Tons per Year)	47,100

Alternative 3 - Transit-Ready Grand Boulevard: Live/Work Transition

- More housing than existing General Plan.
- Live/work transition in industrial areas.
- Less retail than existing General Plan.
- Much more housing than existing General Plan.
- Less industrial than existing General Plan.
- Similar amount of retail as existing General Plan.



Indicators



City of Redwood City General Plan Land Use Alternatives



San Antonio Tomorrow Comprehensive Plan Visualizations

5.3 Urban Design Integration

The MIG team will identify urban design approaches that align with the vision and land use alternatives for each focus area. Each focus area will have its own set of urban design principles, such as enhancing walkability or integrating green infrastructure, on which the design concepts for each area will be based on. These concepts will include elements like street layouts, building placement, and public spaces, which we will visually represent through sketches to help envision what maximum or expected densities can look like. For each land use alternative, we'll demonstrate how the urban design strategies support the specific vision, tailoring design elements to fit high-density, mixed-use, or open-space-focused scenarios. Finally, we will create a brief set of urban design guidelines to ensure future development aligns with the vision for each focus area.

5.4 Land Use Concept Alternatives Atlas

The three land use alternatives and base conditions maps will be integrated into the Esri ArcGIS Online StoryMap created in Phase 1. The StoryMap will include a summary of key land use indicators, including units, population, non-residential building square footage, employees, fiscal outcomes, services/infrastructure provision, and vehicle trip generation using dynamic online charts and graphics. MIG will submit an unformatted Administrative Draft of the StoryMap for City staff review. After incorporating one round of City comments, MIG will prepare and deliver an updated final version, integrating the changes into the existing StoryMap.

As an optional task, the StoryMap can offer interactive features, such as allowing residents to vote on preferred alternatives or mix and match different options for various focus areas. A dashboard will show how their choices impact land use, helping the community see the benefits and outcomes of different scenarios in real-time.

Deliverables

- » Team Planning Charrette agenda, visual aids, and summary
- » Land Use Concept Alternatives Atlas unformatted draft of the StoryMap content for City staff review (electronic, one round of review with feedback from the City consolidated into a single comment document).
- » Up to 36 rendering/illustrations and up to 6 urban design guidelines for up to 6 focus areas.
- » Final Land Use Concept Alternatives Atlas StoryMap

Meetings

- » Team Planning Charrette

Assumptions:

- » KMA will be available for two virtual meetings and one in-person meeting for this task.



TASK 6: COMMUNITY ENGAGEMENT SERIES 2

In this phase of community engagement, we are synthesizing everything heard and learned so far, applying the vision and guiding principles, and exploring land use alternatives that align with the City's goals for land use, housing, mobility, and economic development. Input and feedback from City leaders and the community will ensure that the selected alternative is thoughtfully aligned with the overarching objectives.

6.1 Community Workshop #2

Community Workshop #2, the first event in this phase, will be a focused meeting with the Planning Commission to provide an opportunity to review and discuss the land use concept alternatives. No official decisions or formal business will take place during this session, as it is designed to enhance understanding and foster discussion. MIG will present the land use alternatives, including a comparative analysis of various indicators such as population, jobs, housing, traffic, public services, economic development and fiscal health. This workshop will: (1) help to ensure that there is alignment on the emerging direction of the Land Use Element Update and (2) allow the Planning Commission and El Segundo community to provide feedback that will go directly into the plan development. We anticipate that this study session will result in the selection of a preferred vision and alternative that will be the basis for drafting the updated General Plan.

MIG will provide a PowerPoint presentation, a digital flyer in one language, and two staff for this workshop to facilitate and record comments. Meeting attendance includes workshop planning, material preparation, travel time, meeting attendance, and post-meeting summaries. The City will be responsible for securing a venue and disseminating the flyer and event information.



Game of Jobs and Homes Events

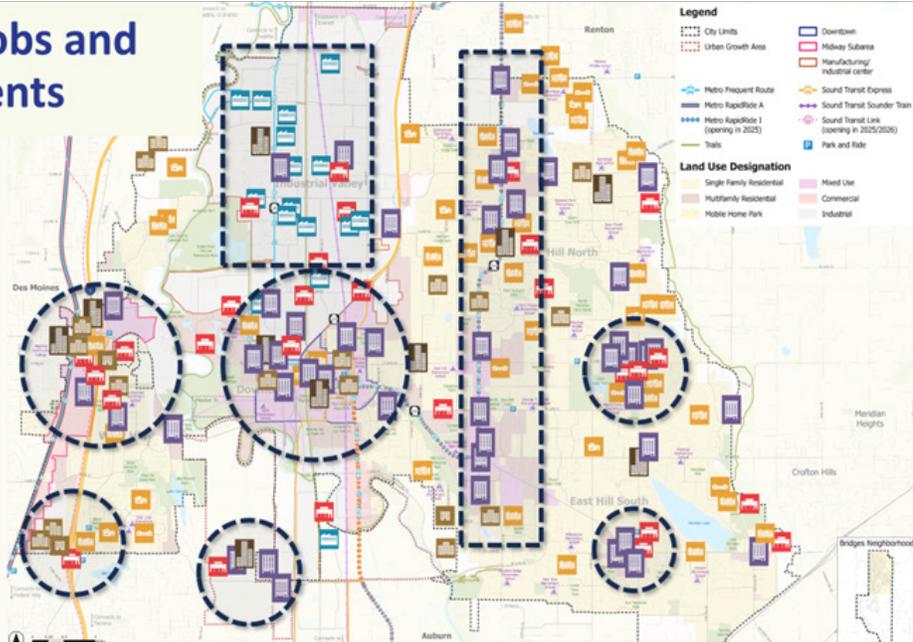
Single / Duplex / Triplex / Fourplex Homes, Townhomes



Apartment buildings



Mixed Use / Commercial / Industrial



Kent Comprehensive Plan: Turning Public Input into Land Use Scenarios

6.2 Pop-Up Event 2

MIG will facilitate a second mobile engagement booth at a local community event (festival, farmers markets, etc.). This pop-up event will use adapted materials from the Planning Commission workshop to engage event attendees and community members who may not typically participate in formal planning processes. Attendees will review and provide feedback on the land use concept alternatives and information on accessing the online land use alternatives StoryMap will be provided. The content will be streamlined for easy interaction, allowing for quick, meaningful input from those who may not otherwise be reached. MIG will provide two to three staff for this event to facilitate, record comments, and assist with breakout groups or stations. Attendance includes material preparation, travel time, event attendance, and a post-event summary. The City will be responsible for securing a venue.

6.3 Study Session 3

MIG will facilitate a collaborative study session with the City Council to present and receive feedback on the land use concept alternatives. This will include a facilitated discussion to review and confirm the alternatives, including a comparative analysis of various indicators such as population, jobs, housing, traffic, public services, economic development and fiscal health. This important session will: (1) help to ensure that there is alignment on the emerging direction of the General Plan Update and (2) allow the City Council to provide direction on a preferred alternative that will become the basis for the Draft Land Use Element.

The cost proposal includes attendance by two MIG staff, preparation of a PowerPoint presentation, travel time, meeting attendance, and post-meeting summaries.

6.4 Economist Participation

KMA's scope of work for the Land Use Concept Alternatives includes an allowance for attendance team economists to ensure that proposed land use alternatives are economically viable and aligned with long-term fiscal health. KMA will provide valuable insight into the financial feasibility of different land use options, helping to project potential tax revenues and assess cost-benefit ratios for infrastructure and services. This full scope of work includes a budget for KMA staff to participate in a total of up to three in-person meetings and up to seven virtual meetings. This budget is included in the tasks for each phase.

Deliverables

- » Community Workshop flyer, presentation, and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Pop-up Event plan, event materials, and summary (One round of review with feedback from the City consolidated into a single comment document)
- » Study Sessions presentation and summary (One round of review with feedback from the City consolidated into a single comment document)

Meetings

- » Community Workshop #2
- » Pop-Up Event #2
- » Study Session #3
- » KMA attendance at up three (3) in-person meetings and up to seven (7) virtual meetings

Assumptions

- » Community Workshop task includes workshop planning, material preparation, travel time, meeting attendance, and post-meeting summaries.
- » The City will be responsible for securing a venue and disseminating the flyer and event information for the community workshop and pop-up event.

TASK 7: PREFERRED ALTERNATIVE

7.1 Preferred Alternative

Based on input received during the first two phases, the MIG Team will develop a Preferred Alternative that will serve as a basis for the draft General Plan Land Use Element. The Preferred Alternative will be supported by a series of transformative strategies—key public projects and catalytic site developments that will spur the first wave of investment necessary to gain momentum for enhanced land productivity.

The Preferred Alternative will be integrated into the Esri ArcGIS Online StoryMap created in Phase 1 and updated at the outset of this phase. The StoryMap will include a series of highly visual mapping, data, and other graphics with a summary of key land use indicators. MIG will submit an unformatted Administrative Draft of the StoryMap for City staff review. After incorporating one round of City comments, MIG will prepare and deliver an updated final version, integrating the changes into the existing StoryMap.

Deliverables

- » Preferred Alternative unformatted draft of the StoryMap content for City staff review (electronic, one round of review with feedback from the City consolidated into a single comment document).
- » Preferred Alternative Final StoryMap (electronic, one round of review with feedback from the City consolidated into a single comment document).

Phase 3: Future Foundations

TASK 8: LAND USE ELEMENT DRAFTS

8.1 Administrative Draft Land Use Element

The MIG Team will prepare a new Land Use Element based on the technical analysis, input received during earlier phases, and State legal requirements. The Land Use Element will include a new Land Use diagram and updated land use designations that include allowable use, density ranges, floor-area ratios and other appropriate standards. We will use graphics and photo examples to illustrate development standards, prototypes, and character in focus areas. We will create a map and describe the distribution of character areas, building heights, development intensity, and key public/private interface areas.

Building from the vision and community values, MIG will identify new goals, policies, and implementation measures. The updated Land Use Element will also include a comprehensive implementation program that will focus on having the plan be a living document that results in the desired change in the community.

KMA will identify economic and financial strategies that can be used to promote the City's economic development goals with a work effort that includes:

- » Coordination with the City and Project Team to identify economic development goals.
- » Identification of mechanisms and funding sources to promote economic development goals.

Prior to crafting the new Land Use Element, MIG will work with City staff to confirm its structure, including layout and organization of the document. The overall goal is to create a streamlined Land Use Element that works well both in printed and online form.

The cost proposal assumes one round of City staff review and comments on the structure and layout and two rounds of review of the Administrative Draft Land Use Element.

8.2 Community Draft Land Use Element

MIG will incorporate City staff comments and prepare a community draft Land Use Element for public review. The community draft will include final formatting and will be highly graphic and easy to read. This draft of the Land Use Element will be formatted in either a Word or InDesign template. This version of the plan will include all images, figures, and diagrams necessary to fully articulate the land use and policy concepts included in the Element. One round of review is included in the cost proposal.

The City will be responsible for posting the element on the City's website. MIG will add a link to the community draft Land Use Element will be added to the Esri ArcGIS Online StoryMap with a content graphic summarizing key concepts and policies in the new Element.

8.3 Adoption Hearing Draft Land Use Element

Following the community engagement events in this phase, MIG will update the Land Use Element based on direction from City staff. This will include any necessary changes to the policies, programs, or action prior to the completion of the Draft Program EIR. One round of review is included in the cost proposal.

Deliverables

- » Administrative Draft General Plan Framework (Word, one round of review with feedback from the City consolidated into a single comment document)
- » Administrative Draft General Plan Land Use Element (Word, two rounds of review with feedback from the City consolidated into a single comment document)
- » Community Draft General Plan Land Use Element (Word/InDesign, one round of review with feedback from the City consolidated into a single comment document)
- » Adoption Hearing Draft General Plan Land Use Element (Word/InDesign, one round of review with feedback from the City consolidated into a single comment document)

TASK 9: COMMUNITY ENGAGEMENT SERIES #3

The third community engagement series will focus on presenting and facilitating discussions about the draft land use element. During this phase, we will address questions and encourage feedback from the public. This engagement will provide an important opportunity for community members to share their insights on the draft elements, including the vision, goals, policies, and programs, ensuring that the final plan reflects the needs and aspirations of the community.

9.1 Community Workshop #3

Community Workshop #3 will be a focused meeting with the Planning Commission to provide an opportunity to present the Community Draft Land Use Element and receive public comment on the Draft Land Use Element, ask questions to the consultant team and City staff, and provide direction on the draft policies programs and actions. No official decisions or formal business will take place during this session.

MIG will provide a PowerPoint presentation, a digital flyer in one language, and two staff for this workshop to facilitate and record comments. Meeting attendance includes workshop planning, material preparation, travel time, meeting attendance, and post-meeting summaries. The City will be responsible for securing the venue and disseminating the flyer and event information.

9.2 Study Session #4

MIG will facilitate a collaborative study session with the City Council to present and receive feedback on the Draft Land Use Element. This will include a facilitated discussion to review and confirm the draft element and policy content. This study session will provide an opportunity for the City Council to formally receive public comment on the Draft Land Use Element, ask questions to the consultant team and city staff, and provide direction on the draft policies programs and actions.

The scope includes a PowerPoint preparation, travel time, meeting attendance, and a post-meeting action summary.

Deliverables

- » Community Workshop flyer, presentation and summary (One round of review with feedback from the City consolidated into a single comment document)

- » Study Session presentation and summary (One round of review with feedback from the City consolidated into a single comment document)

Meetings

- » Community Workshop 3
- » Study Session #4

Assumptions

- » The Community Workshop and Study Session tasks include workshop planning, material preparation, travel time, meeting attendance, and post-meeting action summaries.
- » The City will be responsible for securing venues and advertising the sessions.

TASK 10: ZONING CODE AND MAP CONSISTENCY RECOMMENDATIONS

10.1 Zoning Code and Map Consistency Recommendations

The purpose of this task is to align the City’s zoning framework with the goals, policies, and programs outlined in the new Land Use Element to ensure effective implementation of the land use strategies. The analysis will identify areas where the current zoning and development regulations diverge from the proposed land use strategies, including potential conflicts with other elements of the General Plan. Specific amendments needed to align zoning regulations with the Land Use Element will be proposed to ensure consistency with the broader goals, policies, and programs of the General Plan.

We will prepare a summary matrix that outlines key issues requiring attention, highlighting specific inconsistencies between current regulations and the proposed land use strategies. Additionally, a clear list of recommended actions and next steps will be provided for implementing the proposed zoning amendments, complete with timelines and responsible parties. Lastly, the recommendations will include necessary amendments to the zoning map to implement the new Land Use Element and ensure consistency across the planning framework.

Deliverables

- » Zoning Consistency Summary Matrix (PDF, one round of review with feedback from the City consolidated into a single comment document)

- » Potential Zoning Map Amendments (PDF, one round of review with feedback from the City consolidated into a single comment document)
- » List of Next Steps (PDF, one round of review with feedback from the City consolidated into a single comment document)

TASK 11: ENVIRONMENTAL REVIEW

11.1 EIR Initiation

Once a stable project description (or “preferred plan”) has been developed MIG CEQA staff will meet with City staff to review City requirements for CEQA documents and specific thresholds of significance.

11.2 EIR Technical Studies

The technical studies identified under this task will be used to satisfy the requirements of CEQA, will address all CEQA-required assessments, and will be supported with references and appendices (e.g., model outputs, archival information, and findings from field reviews). Each technical analysis will include recommended mitigation measures (if needed) to reduce potential impacts to the environment. MIG will prepare an administrative draft of each technical report for review by the City, followed by a revised draft for the City’s review before finalizing the studies for use in the EIR.

Air Quality/Health Risk Assessment. MIG will evaluate the proposed project’s potential individual and cumulative air quality impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the South Coast Air Quality Management District (SCAQMD). MIG will use the California Emissions Estimator Model (CalEEMod) and project-specific data (e.g., land use and trip/mobility data) to estimate the potential net change in emissions that could occur with the General Plan Update. The resulting emissions estimates will be compared to regional CEQA significance thresholds maintained by the SCAQMD.

The air quality impact assessment will incorporate all applicable emission reduction policies included in the City’s General Plan Update. The analysis will also address the potential for odor impacts and land use conflicts or air quality risk management issues that may arise from development or redevelopment of properties near major sources or plants that may generate odors or have a Risk Management Plan prepared pursuant to the

Clean Air Act, such as the oil refinery and steam-power plants that are in and near the southern and western parts of the City.

MIG will conduct up to six CalEEMod runs (draft and final existing, unmitigated project, and mitigated project scenarios) using project-specific data generated by the City and MIG team.

Greenhouse Gases and Energy Demand. MIG will evaluate the proposed project's potential energy and greenhouse gas (GHG) impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the California Air Resources Board (CARB), California Air Pollution Control Officer's Association (CAPCOA) and the SCAQMD. MIG will quantify the proposed project's GHG emissions and evaluate the significance of these emissions using a multi-pronged test that considers both the magnitude of the projects GHG emissions levels (e.g., metric tons per year) and the Project's consistency with applicable plans, policies, and regulations adopted for the purposes of reducing GHG emissions, including the City's Climate Action Plan, CARB's 2022 CARB Scoping Plan and the Southern California Association of Government's Connect SoCal. The GHG impact analysis will be prepared in coordination with the Project's Air Quality and Energy analyses, ensuring consistent analytical assumptions and methodologies are used across technical reports. MIG will also evaluate the proposed project's potential individual and cumulative energy use impacts, in accordance with Appendices F and G of the CEQA Guidelines and case law governing CEQA energy analysis (e.g., Tracy First v. City of Tracy). MIG will quantify the project's potential consumption of petroleum fuel, electricity, and natural gas during all phases of construction and operation, evaluate whether the project would result in the wasteful, inefficient, or unnecessary consumption of energy resources and, determine if the proposed Project could conflict with any applicable renewable energy or energy efficiency plans or policies, such as CARB's 2022 Scoping Plan. MIG will prepare up to six energy consumption spreadsheets (draft and final existing, unmitigated project, and mitigated project scenarios) quantifying electricity, natural gas, and fuel consumption estimates based on project-specific data collected by the City and the MIG team.

Noise and Vibration. To evaluate the proposed project's potential noise and vibration impacts. MIG will start with a community noise level survey that updates the City's existing ambient noise environment. The community noise survey would consist of a series of attended and unattended measurements throughout different areas/zones of the City, including areas planned for land use change. The results of the community noise survey will be used to evaluate potential noise and land use compatibility issues and provide context for the evaluation of the project's potential new construction, stationary equipment, and vehicle traffic noise sources. The analysis will also evaluate and address potential airport noise and land use planning requirements associated with Los Angeles International Airport. The noise and vibration impact assessment will incorporate all applicable noise reduction policies included in the City's General Plan. If necessary, MIG will identify best management practices or mitigation measures to reduce construction and operational noise levels generated by the proposed project. MIG will model traffic noise levels using the Federal Highway Administration's Traffic Noise Model (TNM) for up to 60 roadway segments under existing, future no project, and future plus project conditions.

Vehicle Mile Travelled (VMT) Assessment and EIR Support (Fehr & Peers). Fehr & Peers will summarize the previously developed Existing Conditions analysis and any updated future conditions analysis in a technical Traffic Study for use by the project team. Sub-tasks within this effort will include:

- » Identifying conflicts with plans establishing performance measures for various modes of travel, including VMT analysis for per capita residential VMT, per capita employee VMT, and per capita total VMT
- » Review of hazards due to design features
- » Determination of adequate emergency vehicle access
- » Identification of any conflicts with adopted plans or policies regarding alternative travel modes

Fehr & Peers will conduct the VMT assessment to align with the City of El Segundo's SB 743 Implementation Guideline adopted in September 2022. The thresholds for VMT performance are anticipated to be per capita residential VMT, per capita employee VMT, net regional retail VMT, and per capita total VMT. Because the City's current thresholds represent a baseline from several

years ago and the prior RTP/SCS, the CEQA analysis would include updating the VMT impact thresholds to reflect a 15% reduction from the City’s baseline for the General Plan update and the most recent RTP/SCS. These VMT impact thresholds would also be applied for future land use projects in the City. Once the impacts are identified, Fehr & Peers will identify potential mitigations that can address VMT impacts, such as travel demand management strategies. The Land Use Element will be updated to reflect these additional mitigation measures should they affect the policies, roadway, or multimodal network. Fehr & Peers will summarize the results of the analysis above in a technical Transportation Report, which will be provided to the project team for review. This Draft Report will be sent to the prime consultant for initial review and updated in response to one set of internal comments received. The report will then be revised to provide a Draft Report to the City for their review. The report will be updated after receipt of one round of comments from the city. It is anticipated that the environmental consultant will prepare the Traffic Section of the EIR using data in this Transportation Report. It is anticipated the Fehr & Peers would provide limited support to the project team for responses to EIR comments. We have budgeted hours of staff time for the preparation of responses to comments for the Final EIR document.

11.3 Notice of Preparation and Scoping Meeting

Once a stable Project Description has been developed. A Notice of Preparation will be prepared. MIG will distribute the NOP to the State Clearinghouse, public agencies, and other interested entities for the CEQA-required 30-day review period. We will also post the NOP with the Los Angeles County Clerk. During the 30-day review period, a senior MIG staff member will organize and lead an EIR scoping session with responsible/interested agencies and members of the public. MIG will work with City staff to compile the NOP mailing list. Comments on the scope of the EIR will be referenced and considered in the Draft EIR. MIG will refine the scope of the environmental analysis, if warranted, in response to the public scoping process. In addition, MIG will, if necessary, coordinate with City staff with respect to follow up consultation with interested and/or Responsible public agencies.

11.4 Administrative Draft Program EIR

MIG will develop a program-level Administrative Draft EIR that considers all aspects of General Plan implementation. Environmental topic areas and potential CEQA-defined impacts will be aligned with potential policies, implementation programs and other components of the General Plan. The EIR will include all CEQA-required components, including baseline/existing conditions, project description, cumulative impacts, growth inducing impacts and project alternatives. The ADEIR will include the following components in accordance with CEQA Guidelines requirements:

Introduction

- » Executive Summary
- » Project Description
- » Environmental Setting/Existing Conditions
- » Evaluation of Potential Environmental Affects for each of the 20 CEQA Checklist Issue Areas (i.e., Aesthetics, Noise, Land Use, etc.).
- » Significant Unavoidable Adverse Impacts
- » Significant Irreversible Environmental Changes
- » Growth-Inducing Impacts
- » Cumulative Impacts
- » Alternatives to the Proposed Project
- » Effects Not Found to be Significant
- » References and Persons Consulted

A detailed project description will be provided as well as documentation of existing conditions. The proposed Project would then be compared to existing conditions in order to determine Project impacts for each of the 20 CEQA Checklist issue areas. For those instances where potential impacts would be significant, effective, enforceable, and practical mitigation measures will be prepared in collaboration with City staff to address such impacts.

Three alternatives will be developed and evaluated for the Project, including the CEQA-required No Project Alternative. The alternatives would be compared to the proposed Project to determine if they would reduce significant Project impacts while still meeting most of the Project objectives.

The executive summary will be clear and concise and will include maps and tables to describe the project and its potential impact. Potentially significant project impacts will be summarized in a matrix format including mitigation measures and impacts levels before and after application of mitigation. Brief summaries of areas of controversy impacts that cannot be mitigated to a less than significant level and project alternatives will also be included.

The ADEIR will be submitted electronically to the City (in Microsoft Word and pdf) for review.

11.5 Draft EIR for Public Review

MIG will revise the ADEIR based on comments received from City staff and provide a redline “proof check” draft to the City to ensure that all comments and revisions have been addressed. Following City sign off, the Draft EIR will be ready for public circulation. MIG will prepare a Notice of Completion (NOC) and related and required forms for submittal to the State Clearinghouse and a Notice of Availability (NOA) to be transmitted with the Draft EIR to other public agencies, special interest groups, and interested persons. Circulation of the Draft EIR will initiate a CEQA-required 45-day public review period. The City would be responsible for posting notices in the local newspaper.

11.6 Response to Comments/FEIR and MMRP

Following the close of the 45-day public review period, the City will transmit all written comments received to MIG. MIG will prepare an administrative draft Response to Comments/Final EIR (RTC/FEIR) that will include written responses to comments, addressing such comments with a reasoned analysis of issues raised. In some cases, responses may result in revisions to the text or exhibits contained in the DEIR, and such changes would be documented in the administrative draft RTC/FEIR.

The RTC/FEIR document will include: the comments on the DEIR and the responses to such comments; a list of entities commenting on the DEIR, and an erratum to address corrections and clarifications to the DEIR.

A Mitigation Monitoring Reporting Program (MMRP) is also included in this task and can be provided as part of the FEIR document, or as a separate document prior to the commencement of public hearings.

It is difficult to predict the number or complexity of comments there will be on the Draft EIR. We have allocated approximately 120 hours of MIG staff time, which is our best estimate of the time needed to complete this task. In the event that the allocated budget is exceeded due to the number, length, or complexity of the comments received, additional budget authorization may be needed.

11.7 Findings of Fact and Statement of Overriding Considerations

In accordance with Section 15091 of the State CEQA Guidelines, the City must make specific findings regarding Project impacts. These findings relate to the significance of environmental impacts and the feasibility of mitigation and Project changes. MIG will coordinate with the City Legal Counsel as appropriate to prepare this document and submit a draft for one round of review and comment by City staff. MIG will make one full set of revisions, City staff will do a proof-check review of the revisions, and MIG will finalize the document. MIG will prepare a Statement of Overriding Considerations (SOC) if there are any unavoidable significant impacts and if the City determines that there are specific economic, social, or other considerations that override any unmitigated environmental effects.

11.8 Notice of Determination (NOD)

MIG will prepare all CEQA-required notices, including State Clearinghouse forms and file as necessary with the County Clerk and State Clearinghouse. The City will be responsible for paying all filing fees.

11.9 EIR Project Management

MIG recognizes that frequent, immediate, and clear communication with the project team is essential to keep the environmental review phase of the project on track and within budget. MIG has allocated a budget for communication and coordination with the City and other project team members to ensure we can communicate clearly and effectively regarding the EIR. Additionally, this budget covers our quality control review process.

Deliverables

- » All CEQA-required notices, including State Clearinghouse forms and transmittals
- » Notice of Preparation

- » Scoping Meeting Presentation (PowerPoint and PDF)
- » Technical Studies
- » Draft Programmatic Environmental Impact Report
- » Notice of Intent to Adopt an EIR
- » Final EIR/Response to Comments Document
- » Mitigation Monitoring and Reporting Program
- » Findings of Fact and Statement of Overriding Consideration
- » Notice of Determination

Meetings

- » Scoping Meeting

Assumptions

- » The City will be responsible for securing a venue for the scoping meeting.
- » The City will be responsible for paying all filing fees.
- » The City will be responsible for posting notices in the local newspaper.

TASK 12: LAND USE ELEMENT ADOPTION

12.1 Public Adoption Hearings

The MIG team will attend one Planning Commission and two City Council adoption hearings to present, discuss, and receive comments on the Draft Land Use Element and Final EIR. If additional hearings are required, they will be billed on a time-and-materials basis. However, given the extensive involvement of the Commission and Council in element creation, we anticipate the hearing process will be thusly streamlined.

The Planning Commission hearing provides an opportunity to receive public comments, ask questions to the consultant team and City staff, and begin deliberations, with the Planning Commission making recommendations and the City Council taking formal action to certify the EIR and adopt the new Land Use Element.

The MIG Team will attend two City Council public hearings to present, discuss, and receive comments on the Draft Land Use Element and Final EIR. The first hearing will provide an opportunity for the City Council to receive formal public comments, ask questions to the MIG Team, and begin deliberations. The second hearing

will provide an opportunity to continue the discussion and deliberations, with the City Council taking formal action to certify the EIR and adopt the new Land Use Element.

MIG will be responsible for preparing the presentations; City staff will be responsible for preparing the formal staff report. Meeting attendance includes presentation preparation, travel time, and meeting attendance.

12.2 Final Land Use Element

MIG will prepare a final Land Use Element document that reflects the action taken by the City Council during the adoption hearing. Because the extent of any revisions based on City Council direction cannot be known at this time, our budget includes an allowance for this task to make reasonable edits and changes to the document. City staff, in consultation with MIG, will be responsible for confirming that the final documents reflect City Council action. Following adoption, MIG will submit all project files to the City, including all GIS shapefiles developed during the process.

Deliverables

- » Final Program EIR (Word/PDF)
- » Planning Commission Public Hearings presentations (PowerPoint/PDF, one round of review)
- » City Council Public Hearings presentations (PowerPoint/PDF, one round of review)
- » Final General Plan Land Use Element (Word or InDesign/PDF)

Meetings

- » Public Hearings (3)

Optional Tasks

The tasks outlined below are optional and not required for the project, but they may provide valuable assistance in achieving the City’s goals. By presenting these tasks as options, the City can selectively choose which initiatives to pursue and determine the level of investment that aligns with its priorities. This approach creates flexibility within the program, allowing the City to tailor its actions according to its needs and budget considerations.

TASK O-1: ADDITIONAL ENGAGEMENT EVENTS

The scope of work includes 12 one-on-one interviews, three focus groups, four study sessions, one community survey, three community workshops, and two pop-up events, all designed to capture input from a broad cross-section of the El Segundo community, including underrepresented groups. If the City desires additional engagement, optional meetings have been included for flexibility. Reusing similar formats for these events ensures cost efficiency while maintaining effectiveness, allowing for adaptability based on the City's evolving needs without significant increases in cost.

Community workshop: \$25,000
Pop-Up Event: \$3,000
Study Session: \$6,000
Public Hearings: \$3,000

TASK O-2: INTERACTIVE LAND USE ALTERNATIVES DASHBOARD

This optional task uses the StoryMap created in Phase 3 of the scope of work but creates an interactive element that allows users to explore and select from various land use alternatives for the City or specific focus areas. This interactive tool will allow users to mix and match different land use scenarios, enabling them to craft their own "preferred" alternative that reflects their vision for the community. As users adjust their selections, the dashboard will dynamically generate a summary of the potential impacts, providing insights into key metrics such as population growth, housing availability, traffic patterns, economic and fiscal outcomes, and service provisions. By visualizing these impacts in real time, users will gain a comprehensive understanding of how their chosen alternatives can shape the future of El Segundo. The dashboard will clearly illustrate that while implementing a desired vision is possible, it may also come with certain costs and trade-offs. This hands-on approach places users in the driver's seat, facilitating informed decision-making and fostering a deeper awareness of the relationship between land use decisions and their broader implications for the community. Overall, the dashboard serves as a valuable tool for engaging citizens in the planning process, ensuring their voices are heard while highlighting the complexities involved in achieving a sustainable urban future.

Cost: \$20,000

TASK O-3: ZONING CODE IMPLEMENTATION

This optional task aims to update the City's zoning code to implement the findings from the zoning code and map consistency recommendations, ensuring alignment with the goals, policies, and programs outlined in the new Land Use Element and ensure overall planning consistency. This process can also address any outstanding zoning actions needed to implement the City's 6th cycle Housing Element, further enhancing alignment with housing goals and State law requirements.

The cost of preparing code amendments would range from \$30,000 to \$150,000, depending upon the scope of amendments required.

TASK O-4: FEASIBILITY ANALYSIS

This optional task aims to provide a comprehensive evaluation of development feasibility for key opportunity sites, allowing the City to make informed decisions about regulatory impacts, financial viability, and developer interest, ultimately supporting more strategic and realistic long-term land use policies. Working with the project team, KMA would prepare a pro forma analysis evaluating the feasibility of development for up to four opportunity sites. To this end, KMA would perform the following tasks:

1. Work with the project team to identify development prototypes.
2. Estimate development costs.
3. Generate operating projections.
4. Identify appropriate developer returns.
5. Evaluate impact of regulatory decisions on project feasibility (e.g. density, parking, etc.)
6. The land values supported by the pro forma analyses for the development prototypes would be compared to potential acquisition costs to evaluate feasibility.

KMA would provide a pro forma for each development prototype with the key assumptions and findings summarized in a brief memo. KMA can attend one in-person meeting during this process and will be available for two virtual meetings.

Cost: \$24,000



With MIG's expert guidance, cities and counties are creating Objective Design Standards (ODS) that remove challenges presented by existing processes and streamline the development of multifamily residential and mixed-use projects. MIG has prepared ODS for the cities of Agoura Hills, Atascadero, Baldwin Park, Concord, Hemet, San Carlos, San Mateo, and Whittier, as well as San Diego and Santa Cruz counties.

TASK O-5: TRAFFIC OPERATION ANALYSIS

While LOS is not needed for the CEQA document for the Land Use Element, the City may desire some amount of analysis to inform the land use changes being considered. The City's existing General Plan included LOS analysis of 53 existing intersections. If the City desires an updated analysis of intersections, Fehr & Peers can prepare an operational analysis of intersections using new traffic data for existing conditions and volume forecasts for future conditions that are based on the land use element alternatives. The most cost-effective approach would be to select the highest trip generation alternative and conduct an LOS analysis that reflects the upper envelope of potential development to provide a worst-case scenario analysis. Otherwise, each alternative could be analyzed separately.

Existing intersection turning movement counts would be collected for the AM and PM peak periods for a weekday for 12 intersections. Traffic forecasts would then be developed based on the potential land use changes with the Land Use Element Update. LOS analyses for the intersections would cover the following scenarios:

- » Existing Conditions - using the collected traffic count data.
- » Future Year With No Project Conditions – volume forecasts using the existing land use and roadway network for the current General Plan scenario.
- » Future Year With Project Conditions – volume forecasts using the proposed land use and proposed roadway network for the General Plan scenario.

- » The results of the operation analysis would be reported in a technical memorandum.

Cost: \$38,000

TASK O-6: OBJECTIVE DESIGN STANDARDS

MIG can prepare objective design standards (ODS) to meet State law requirements and facilitate production of quality multi-family housing and mixed-use development projects. The ODS will be prepared as an integral part of the Zoning Code. Also, the administrative provisions of the Zoning Code will require a targeted amendment to define any new review procedures. The ODS will establish standards for project design that will facilitate quality projects in terms of site planning, architecture, and buildings' relationships to adjacent lower-intensity residential uses. Applicants and developers electing to comply with the ODS will qualify for streamlined review.

Cost: \$75,000 – \$125,000

TASK O-7: GENERAL PLAN SAFETY ELEMENT UPDATE

MIG can update the City's General Plan Safety Element to address new laws effective since the City's 1992 General Plan was adopted, updates which are triggered by the Housing Element update. State law is very specific regarding the issues to be addressed and includes flood hazard zones, fire hazards, and climate adaptation and resiliency strategies, and Environmental Justice strategies in compliance with Government Code 65302(g).

California Government Code 65302(g)(4)(A)(i) also specifies a Vulnerability Assessment be prepared that identifies the risks climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed in the Safety Element. The assessment is a critical component of a Safety Element, as it identifies community assets that could be impacted by climate change, the severity of the impacts, and the ability of the community to prepare for and reduce the potential adverse impacts.

Cost: \$100,000

e. Proposed Fees/Budget

Fee Proposal

The MIG Team has provided our estimated cost by task and a total project cost to complete the Scope of Work presented in the Fee Proposal table and in Exhibit B from the Request for Proposals. Professional time is billed according to the hourly rates as presented in the Fee Proposal table. The proposed hours and associated professional time costs for MIG team members are provided in the table.

With regard to Optional Tasks described in the Scope of Work, the associated costs would vary depending upon the level of effort requested by City staff. In the Fee Proposal we provide estimated costs for each optional task. We would discuss the costs with you prior to scope refinement, if the City wishes to pursue any combination of optional tasks.

Should we be selected, it is MIG's intention to review each assignment's objectives carefully with City staff and tailor our scope and cost to best meet the needs and resources of the City of El Segundo.

EXHIBIT B: SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE PROPOSAL

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	127	\$ 295		\$ 37,465
Manager	835	\$180 - \$240		\$ 165,100
Supervisory Staff	1891	\$130 - \$175		\$ 280,690
Staff	1535	\$110- \$185		\$ 197,940
Other (Specify: Subconsultants)	NA	NA		\$ 200,524
Subtotal				\$ 881,719
Total for services described in Section IV C of the RFP				\$ 881,719
Out of Pocket Expenses:				
Meals/Lodging				\$ -
Transportation				\$ -
Other (Specify: MIG Misc Direct Cost allowance, 10% subconsultant markup)				\$ 36,231
Total all-inclusive maximum price				\$ 917,950

City of El Segundo Land Use Element Update		L. Stetson		D. Gonzalez		R. Borzo-Bertrand		E. Garcia		J. Rodriguez		MIG Staff 1		C. Davis/ S. Davidovas		MIG Staff 2		MIG Staff 3		B. Prasse		K. Norton		C. Hile		C. Dugan		P. Gleason		MIG Staff 4		MIG Staff 5		Subconsultants			Direct Costs	Professional Fees Total		
		Principal		Project Manager		Deputy Project Planning Lead		Outreach Specialist		GIS Services Director		GIS Specialist		Urban Design Specialist		Project Associate		Project Admin		CEQA Director		CEQA Sr. Project Manager		CEQA Project Manager		CEQA - AQ, GHG, N Director		CEQA Technical Specialist		CEQA Project Associate		CEQA Project Associate		KMA	Fehr & Peers	Sub Totals				
		Hrs#	\$295	Hrs#	\$180	Hrs#	\$130	Hrs#	\$235	Hrs#	\$175	Hrs#	\$150	Hrs#	\$155	Hrs#	\$120	Hrs#	\$120	Hrs#	\$240	Hrs#	\$175	Hrs#	\$150	Hrs#	\$250	Hrs#	\$185	Hrs#	\$130	Hrs#	\$110						MIG Totals	
Task 1: Project Initiation, Management, and																																								
1.1	Project Kickoff Meeting and Tour	8	\$2,360	12	\$2,160	16	\$2,080	2	\$470	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	38	\$7,070	\$3,720	\$1,360	\$5,080	\$250	\$12,400
1.2	Document Review	-	\$0	8	\$1,440	8	\$1,040	-	\$0	-	\$0	-	\$0	-	\$0	12	\$1,440	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	28	\$3,920	\$0	\$4,400	\$4,400	\$0	\$8,320		
1.3	Base Mapping	1	\$295	3	\$540	8	\$1,040	-	\$0	6	\$1,050	40	\$6,000	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	58	\$8,925	\$0	\$0	\$0	\$0	\$0	\$8,925			
1.4	Client Meetings and Coordination (18 months)	30	\$8,850	60	\$10,800	60	\$7,800	2	\$470	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	152	\$27,920	\$0	\$0	\$0	\$0	\$0	\$27,920			
1.5	Ongoing Project Management (18 months)	2	\$590	40	\$7,200	40	\$5,200	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	82	\$12,990	\$0	\$4,400	\$4,400	\$0	\$17,390				
	Subtotal	41	\$12,095	123	\$22,140	132	\$17,160	4	\$940	6	\$1,050	40	\$6,000	-	\$0	12	\$1,440	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	358	\$60,825	\$3,720	\$10,160	\$13,880	\$250	\$74,955				
Task 2: El Segundo Today: Existing Conditions																																								
2.1	Built Environment Technical Analysis	4	\$1,180	24	\$4,320	32	\$4,160	-	\$0	8	\$1,400	32	\$4,800	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	100	\$15,860	\$0	\$0	\$0	\$0	\$15,860		
2.2	Market and Fiscal Conditions Technical Analysis	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	\$36,120	\$0	\$36,120	\$0	\$36,120		
2.3	Traffic and Mobility Technical Analysis	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	\$0	\$16,040	\$16,040	\$0	\$16,040				
2.4	GHG/Air Quality/ Noise Technical Analysis (See CEQA)	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2.5	Existing Conditions StoryMap Atlas	2	\$590	30	\$5,400	40	\$5,200	-	\$0	18	\$3,150	50	\$7,500	-	\$0	26	\$3,120	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	166	\$24,960	\$0	\$0	\$0	\$0	\$0	\$24,960			
	Subtotal	6	\$1,770	54	\$9,720	72	\$9,360	-	\$0	26	\$4,550	82	\$12,300	-	\$0	26	\$3,120	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	266	\$40,820	\$36,120	\$16,040	\$52,160	\$0	\$92,980				
Task 3: Community Engagement Series #1																																								
3.1	Community Engagement Plan	-	\$0	6	\$1,080	6	\$780	-	\$0	-	\$0	-	\$0	-	\$0	5	\$600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	17	\$2,460	\$0	\$0	\$0	\$0	\$2,460				
3.2	City Leadership Indiv. Interviews (12)	1	\$295	16	\$2,880	18	\$2,340	-	\$0	-	\$0	-	\$0	-	\$0	6	\$720	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	41	\$6,235	\$0	\$0	\$0	\$0	\$6,235				
3.3	Affinity-Based Focus Groups (3)	-	\$0	8	\$1,440	8	\$1,040	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	16	\$2,480	\$0	\$0	\$0	\$0	\$2,480				
3.4	Community Workshop #1	3	\$885	30	\$5,400	48	\$6,240	-	\$0	-	\$0	12	\$1,800	-	\$0	40	\$4,800	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	133	\$19,125	\$0	\$0	\$0	\$1,500	\$20,625				
3.5	Pop-Up Event #1	-	\$0	8	\$1,440	8	\$1,040	-	\$0	-	\$0	2	\$300	-	\$0	8	\$960	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	26	\$3,740	\$0	\$0	\$0	\$0	\$500	\$4,240			
3.6	Community Survey	1	\$295	12	\$2,160	20	\$2,600	-	\$0	-	\$0	-	\$0	-	\$0	20	\$2,400	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	53	\$7,455	\$0	\$0	\$0	\$0	\$7,455				
3.7	Study Sessions #1 and #2 (2)	8	\$2,360	18	\$3,240	24	\$3,120	-	\$0	-	\$0	-	\$0	-	\$0	24	\$2,880	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	74	\$11,600	\$0	\$0	\$0	\$0	\$12,000				
3.8	Technical Advisory Board Meetings	-	\$0	9	\$1,620	9	\$1,170	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	18	\$2,790	\$0	\$0	\$0	\$0	\$200	\$2,990			
3.9	Online Engagement Content	-	\$0	8	\$1,440	20	\$2,600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	28	\$4,040	\$0	\$0	\$0	\$0	\$4,040				
3.10	SB 18 Tribal Consultation Assistance	-	\$0	3	\$540	4	\$520	-	\$0	-	\$0	-	\$0	-	\$0	12	\$1,440	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	19	\$2,500	\$0	\$0	\$0	\$0	\$2,500				
	Subtotal	13	\$3,835	118	\$21,240	165	\$21,450	-	\$0	-	\$0	14	\$2,100	-	\$0	115	\$13,800	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	425	\$62,425	\$0	\$0	\$0	\$2,600	\$65,025				
Task 4: A Vision for El Segundo																																								
4.1	Vision and Guiding Principles	2	\$590	10	\$1,800	20	\$2,600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	32	\$4,990	\$0	\$0	\$0	\$0	\$4,990				
	Subtotal	2	\$590	10	\$1,800	20	\$2,600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	32	\$4,990	\$0	\$0	\$0	\$0	\$4,990				
Task 5: Formulating Alternatives																																								
5.1	Team Planning Charrette	6	\$1,770	8	\$1,440	12	\$1,560	-	\$0	-	\$0	8	\$1,200	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	34	\$5,970	\$0	\$0	\$0	\$200	\$6,170				
5.2	Land Use Concept Alternatives	8	\$2,360	40	\$7,200	40	\$5,200	-	\$0	-	\$0	20	\$3,000	-	\$0	24	\$2,880	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	132	\$20,640	\$28,180	\$37,080	\$65,260	\$0	\$85,900				
5.3	Urban Design Integration (up to 36 renderings)	4	\$1,180	20	\$3,600	20	\$2,600	-	\$0	-	\$0	-	\$0	480	\$74,400	136	\$16,320	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	660	\$98,100	\$0	\$0	\$0	\$0	\$98,100				
5.4	Land Use Concept Alternatives Atlas	2	\$590	30	\$5,400	48	\$6,240	-	\$0	18	\$3,150	50	\$7,500	-	\$0	48	\$5,760	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	196	\$28,640	\$0	\$0	\$0	\$0	\$28,640				
	Subtotal	20	\$5,900	98	\$17,640	120	\$15,600	-	\$0	18	\$3,150	78	\$11,700	480	\$74,400	208	\$24,960	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	1,022	\$153,350	\$28,180	\$37,080	\$65,260	\$200	\$218,810				
Task 6: Community Engagement Series #2																																								
6.1	Community Workshop #2	3	\$885	30	\$5,400	48	\$6,240	6	\$1,410	-	\$0	12	\$1,800	-	\$0	40	\$4,800	24	\$2,880	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	163	\$23,415	\$0	\$0	\$0	\$750	\$24,165				
6.2	Pop-Up Event #2	-	\$0	8	\$1,440	8	\$1,040	-	\$0	-	\$0	2	\$300	-	\$0	8	\$960	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	26	\$3,740	\$0	\$0	\$0	\$500	\$4,240				
6.3	Study Session #3	4	\$1,180	9	\$1,620	12	\$1,560	-	\$0	-	\$0	-	\$0	-	\$0	12	\$1,440	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	37	\$5,800	\$0	\$0	\$0	\$200	\$6,000				
6.4	Economist Participation (Note: budget for this task is included in the Task 5.4 budget for KMA)	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0				
	Subtotal	7	\$2,065	47	\$8,460	68	\$8,840	6	\$1,410	-	\$0	14	\$2,100	-	\$0	60	\$7,200	24	\$2,880	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	226	\$32,955	\$0	\$0	\$0	\$1,450	\$34,405				
Task 7: Preferred Alternative																																								
7.1	Preferred Alternatives	4	\$1,18																																					

f. References

MIG References

CITY OF WHITTIER

Luis G. Escobedo, AICP, Assistant Director
Community Development Department
13230 Penn Street | Whittier, CA 90602
(562) 567-9320 | lescobedo@cityofwhittier.org

MIG worked with the City of Whittier to update its General Plan. Following General Plan adoption, the City retained MIG to prepare the 2021-2029 Housing Element and to undertake focused Zoning Code amendments necessary to implement housing policies and new General Plan land use designations.

Dates: 2018 – 2024

CITY OF DOWNEY

Crystal Landavazo, Former City of Downey Senior Planner/Current City of Stanton Community & Economic Development Director
7800 Katella Ave | Stanton, CA 90680
(714) 890-4213 | CLandavazo@StantonCA.Gov

MIG is working with the City of Downey to amend the General Plan, Specific Plans, and Zoning Code to implement the 2021-2029 Housing Element (prepared by MIG).

Dates: 2023 – Ongoing

CITY OF SANTA FE SPRINGS

Cuong Nguyen, Director
Community Development Department
11710 E. Telegraph Road | Santa Fe Springs, CA 90670
(562) 868-0511 ex. 7359
cuongnguyen@santafesprings.org

MIG updated the General Plan, including preparation of a new Environmental Justice Element and updating the Housing Element for the 6th Cycle Regional Housing Needs Assessment to accommodate nearly 1,000 new housing units. Following General Plan adoption, MIG completed focused Zoning Code amendments to implement General Plan land use policies, which included creating new mixed-use zoning districts and adding standards to encourage housing production.

Dates: 2020 – 2024

Subconsultant References

CITY OF LONG BEACH

Mary Torres, Manager
Real Estate Development Bureau
411 W. Ocean Blvd | Long Beach, CA 90802
(562) 570-6846 | Mary.Torres@longbeach.gov

KMA has completed numerous market studies in the City including a recent evaluation of the West Gateway site located adjacent to downtown.

Dates: Ongoing

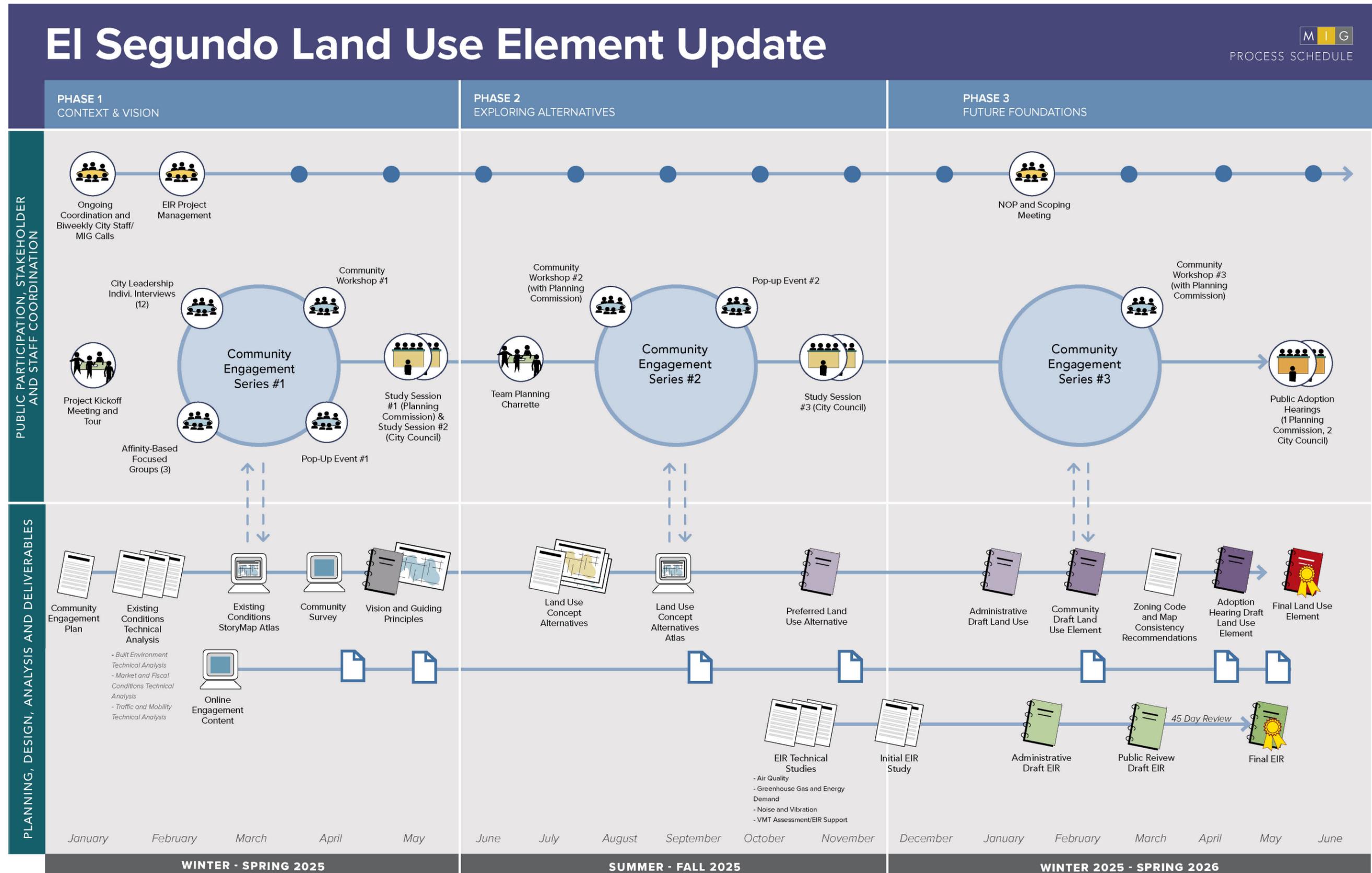
CITY OF LONG BEACH

Maryann Cronin, Zoning Administration Officer
Community Development, Planning Bureau
411 W. Ocean Blvd | Long Beach, CA 90802
(562) 570-5683 | Maryanne.Cronin@longbeach.gov

Fehr & Peers, as part of two multidisciplinary teams, is leading the development of mobility and parking policies, strategies, and project concepts for both the Downtown Specific Plan (PD-30) and the Shoreline (PD-6) Visioning Plan. Fehr & Peers is also leading the CEQA transportation impact studies for both plans.

Dates: 2023 – Ongoing

g. Implementation schedule



h. Certificate(s) of Insurance

EXHIBIT C

INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the 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 the City will be excess thereto. Such insurance must 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 the City.

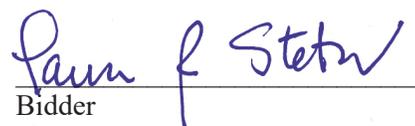
Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the 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 the City from time to time. Insurance must be placed with admitted 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. The Consultant 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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

10/24/2024
Date

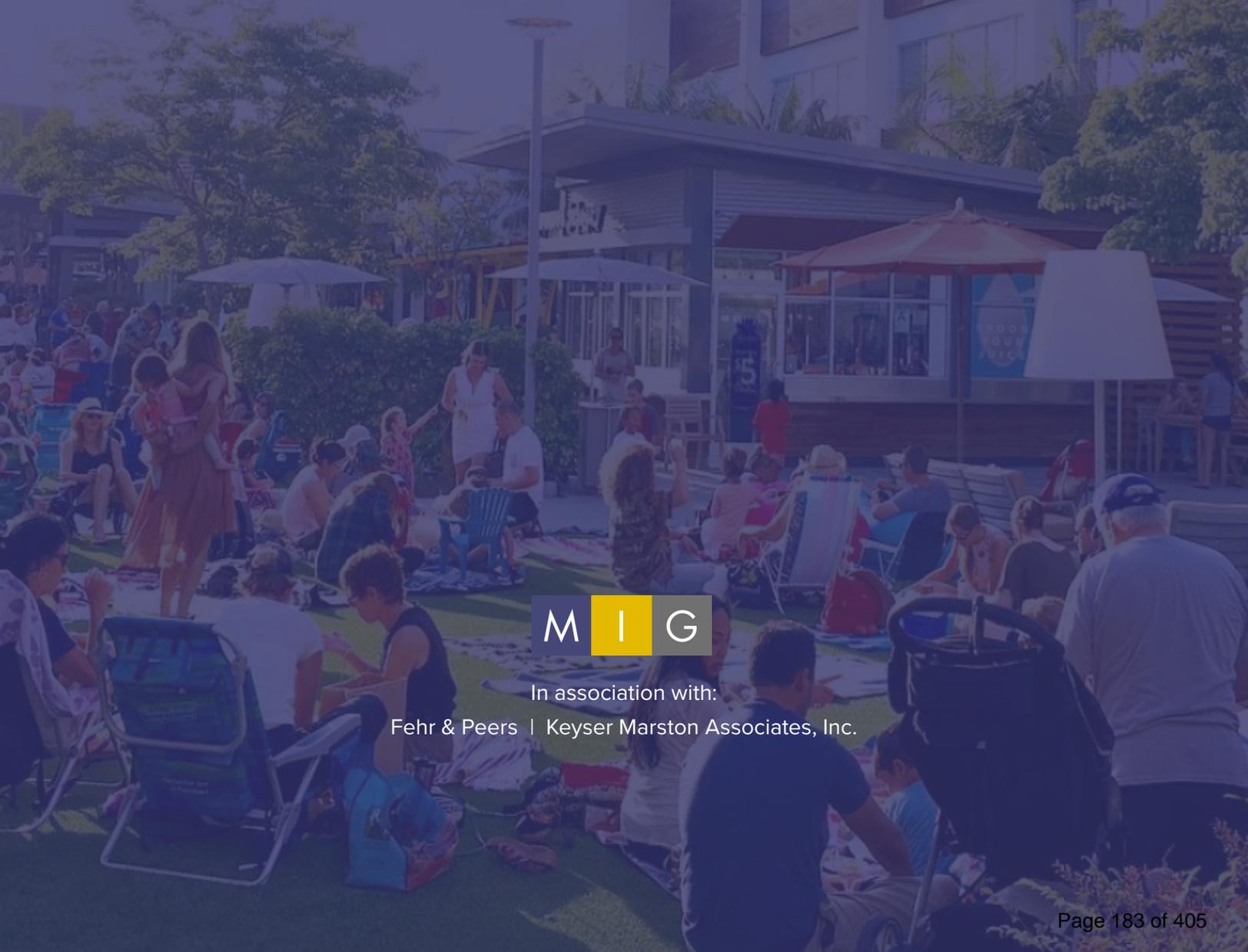

Bidder

i. Business Tax Certificate

MIG maintains an active El Segundo Business Tax Certificate. We acknowledge that an active certificate will be required of the selected consultant during the contracting process and throughout the contract period per the RFP.

j. Standard City Professional Services Agreement

MIG has reviewed the City's Standard Professional Services Agreement and does not request any changes.



M I G

In association with:

Fehr & Peers | Keyser Marston Associates, Inc.



CITY OF EL SEGUNDO
COMMUNITY DEVELOPMENT DEPARTMENT
350 Main Street
El Segundo, CA 90245

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 24-07
PROPOSAL TITLE: General Plan Land Use Element Update
REQUESTING DEPARTMENT: Community Development Department
RELEASE DATE: August 15, 2024

DUE DATE: October 24, 2024, no later than 2:00PM

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 350 Main Street El Segundo, CA 90245-3813 until 2:00PM (PST), October 24, 2024.

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.

**CITY OF EL SEGUNDO
 REQUEST FOR PROPOSALS
 GENERAL PLAN LAND USE ELEMENT UPDATE # 24-07
 AUGUST 15, 2024
 TABLE OF CONTENTS**

I. Introduction.....3
 A. General Information3
 B. Term of Engagement4
 II. Nature of Services Required4
 A. General4
 B. Scope of Work to be Performed4
 a. Summary of Existing Conditions4
 b. Technical Analysis5
 c. Land Use Alternatives Analysis5
 d. Environmental Impact Report6
 e. Hearings, Meetings, and Events6
 f. Zoning Code and Map Consistency Recommendations6
 III. Schedule6
 IV. Proposal Requirements7
 V. Evaluation of Proposals10
 A. Review of Proposals10
 B. Additional Information10
 C. Oral Presentations11
 D. Final Selection11
 E. Right to Reject Proposals.....11
 VI. Resources.....12

I. Introduction

A. General Information

The City of El Segundo (“City”) is requesting proposals from qualified consulting teams or firms (“Consultant”) to assist the City in the update of its land use element, which was last updated in 1992. Its goals, objectives, policies, and programs relate directly to other elements in the general plan, which is comprised of 10 elements. It serves as a guide to inform future land use decisions, establishes land use designations and policies that identify a range of zoning options that can be applied to property, and assists decision-makers as they review planning applications for new projects or consider proposals for ordinances or policies.

There is no expressed or implied obligation for the City of El Segundo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, one (1) digital copy of a proposal clearly marked “RFP 24-07 General Plan Land Use Element Update” and contained in a sealed envelope shall be received no later than 2:00 p.m. (PDT), October 24, 2024 at the following address:

City of El Segundo
Office of the City Clerk
350 Main Street
El Segundo, California 90245

Proposals received after the scheduled submittal deadline will not be accepted and may be returned at the proposer’s expense.

The City of El Segundo reserves the right to reject any or all proposals submitted, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The successful finalists may be required to submit additional copies of the proposal.

During the evaluation process, the City of El Segundo reserves the right, where it may serve the City of El Segundo’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of El Segundo, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of El Segundo reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected is not. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

It is anticipated the selection of a firm will be completed by December 2024. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council in a regular meeting.

B. Term of Engagement

The City intends to contract for the services presented herein for a term of no more than two (2) years. The City of El Segundo reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

II. Nature of Services Required

A. General

The City of El Segundo is soliciting the services of qualified consulting teams or firms to assist the City in the update of its land use element, which was last updated in 1992. These services are to be performed in accordance with the provisions contained in this request for proposals.

Community Profile

The City of El Segundo was incorporated in 1917 and is in the South Bay Region of Los Angeles County, roughly 20 miles southwest of downtown Los Angeles. The city is bordered by the Los Angeles International Airport to the north, the Pacific Ocean to the west, Manhattan Beach to the south, and the 405 Freeway to the east. The small town, 5.46 square miles, has a residential population of approximately 17,272, per the 2020 Census. El Segundo is a thriving business center with a daytime (employee) population that exceeds 70,000. The city is home to several Fortune 500 companies and well-known companies including Boeing, Chevron, L'Oreal, Mattel, Raytheon, Beyond Meat, Los Angeles Times, Los Angeles Chargers, Los Angeles Lakers, and LA Kings.

B. Scope of Work to be Performed

El Segundo's Land Use Element, which was last updated in 1992, has the broadest scope of all the General Plan elements. Currently, it does not reflect current population trends, economic conditions, or development, leading to inefficient land use. It fails to account for current housing and traffic congestion, does not address modern environmental concerns and principles, and hinders economic development by failing to capitalize on emerging economic trends. The City intends to obtain the services of a qualified consulting team to provide the services listed below. All proposers are strongly urged to be knowledgeable about the State Office of Planning and Research's (OPR) [2017 General Plan Guidelines](#) and the [land use element](#) requirements. In addition, proposals must help implement the goals and objectives outlined in the [City Council's Strategic Plan](#). Furthermore, the land use element must be consistent and compatible with the Southern California Association of Governments (SCAG) [Regional Transportation Plan/Sustainable Communities Strategy \(RTP/SCS\)](#) as well.

a. Summary of Existing Conditions

An existing condition report for the land use element is crucial for effective planning and development strategies. This report should include a thorough understanding of the urban history of El Segundo and the region, and the current state, including its environmental, social, and economic aspects. It offers insights into existing infrastructure, natural resources, demographic patterns, and land use trends, which are essential for identifying opportunities and challenges. Moreover, an accurate depiction of existing conditions serves as a baseline for evaluating the impact of proposed developments and ensures sustainable growth that respects the unique

character and resources of the area. Ultimately, integrating existing conditions into land use planning fosters informed decision-making and enhances the overall quality of life for residents.

b. Technical Analysis

i. Market and Fiscal

Analyze existing market conditions and anticipated fiscal outcomes for land use alternatives. Provide a report, including a summary table, and recommendations which:

- Document existing conditions to analyze the following: socioeconomic data, existing land uses and fiscal implications, and existing regulations and infrastructure that support business growth and expansion. The analysis should relate these conditions to local, regional, and national economic growth sectors, trends, and opportunities, identifying opportunities for sustainable job growth.
- Provide a place-based analysis of the potential value of major prospective project sites and recommendations for commercial corridors, including associated infrastructure and service demands and public service costs, to inform public and/or public-private partnership investment opportunities
- Identify potential approaches to working with the private sector to achieve shared objectives and potential funding sources for economic development programs and projects that will help build long-term economic development.

The selected consultant must incorporate the goals and objectives of Economic Development aimed at industry diversification, business attraction, retention, expansion, and promotion of the city as a tourist destination.

ii. Other CEQA-required Technical Studies

c. Land Use Alternatives Analysis

The findings of the existing conditions analysis, and other qualitative and quantitative factors may lead to a need to identify land use alternatives. A report should evaluate how the alternatives meet the community's vision relative to identified City goals as well as evaluate the environmental, equity, health, and economic impacts for each. The report should include recommended policies and strategies for element implementation that support the preferred land use alternative to address the community's vision.

In particular, the City is interested in evaluating existing land use regulations that are not conducive to current market conditions and promoting and enhancing development opportunities east of Pacific Coast Highway to ensure continued growth of tax generating uses.

In addition, the City would like to investigate the introduction of limited residential uses in the west portion of the Smoky Hollow Specific Plan area (while preserving while light industrial, tech start-up, creative office and R&D character), as well as medium-to-high density housing uses in the east portion of Smoky Hollow, north of Grand Avenue.

Any new zoning district recommendation must include a land use tabulation that summarizes:

- All existing and proposed land uses;
- Identify the preferred land use type that would best function in those districts; and
- Preferred land use alternative report detailing consolidating existing districts/overlays/specific plans may maximize land use.

d. Environmental Impact Report

Prepare all required analyses for California Environmental Quality Act (CEQA) compliance.

e. Hearings, Meetings, and Events

Proposals should reflect the time required to prepare for and attend at a minimum:

- Monthly checking/coordination meetings with City staff, with an appropriate mix of in-person meetings and conference calls
- Up to 10 community meetings/events
- Up to 10 City Council meetings
- Up to 5 Planning Commission meetings
- 2 City Council hearings
- 1 internal project kick-off meeting with City staff
- 1 CEQA scoping meeting
- Attendance and presentation at technical advisory body meetings as required

f. Zoning Code and Map Consistency Recommendations

Prepare recommendations for Zoning Code and Map amendments necessary to implement the element and ensure consistency with other elements’ goals, policies, and programs. The recommendations should be provided as a summary matrix of issues that require attention, a list of next steps, and potential zoning map amendments.

III. Schedule

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

Issue RFP	August 15, 2024
Deadline for Questions	Sept. 5, 2024
Response to Questions	Sept. 19, 2024
Proposal Due	2:00pm, Oct. 24, 2024
Interview List Selection	Nov. 14, 2024
Interviews	Week of Nov. 25th, 2024
Selection	December, 2024

IV. Proposal Requirements

1. General Requirements

All questions with regards to the request for proposals must be submitted by 5:00 PM on September 5, 2024, via email to:

Michael Allen, AICP Community Development Director
E-mail Mallen@elsegundo.org

The email subject line item must be title “RFP 24-07 General Plan Land Use Element Update”

Responses to all questions will be posted on our website by end of day on September 19, 2024.

Contact with personnel of the City other than Mr. Allen regarding this proposal may be grounds for elimination from the selection process.

2. Submission of Proposals

To be considered, proposer must submit one (1) digital copy of their proposal in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words “**Request for Poposal #24-07**” and the title “**General Plan Land Use Update**” no later than 2:00 P.M. PST on **October 24, 2024**, at the following address:

City of El Segundo
City Clerk’s Office
350 Main Street
City of El Segundo, CA 90245-3813

a. Title Page

Title page showing the request for proposal’s subject; the firm’s name; the name, address, and telephone number of a contact person; and the date of the proposal.

b. Table of Contents

Include clear identification of the material by section and page number.

c. Transmittal Letter

A signed letter of transmittal by an individual authorized to briefly state the proposer’s understanding of the work to be done; the commitment to perform the work within the time period; a statement about why the firm believes itself to be best qualified to perform the engagement; and a statement that the proposal is a firm and irrevocable offer.

d. Questionnaire

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire (as listed in the Questionnaire section below). Each question should be presented before the proposer’s response.

e. Attachments

Any attachments submitted with proposals should be attached here.

A. Questionnaire

a. Proposer and general information

- Provide the proposer's name and address.
- Provide information on the primary contact who will be able to answer questions about the proposal; include a name, title, telephone number, and email address.

b. Firm qualifications and experience

- Describe the lead firm and subconsultants' history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- What is the primary business of the parent company and/or affiliates?
- Which of the organization's office(s) will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
- What is the firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including the number of projects, scope of service, and status of projects.
- Comment on other areas that may make the firm different from its competitors.

c. Team member qualifications and experience

- Describe the qualifications of staff proposed for the assignment, position(s) in the lead firm and sub-consultants, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. Include a description of how overall supervision will be provided.
- Identify and provide the resume(s) of the personnel who will be assigned to this project.

d. Questions/responses to the scope of services

- Each proposer shall include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards, and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take.
- Describe the methods by which the proposer will fulfill the services requested in the scope of work and subsequent sections.
- Provide a statement of the service(s) that differentiate the proposal from other respondents.

e. Proposed fees/budget

The fee proposal shall indicate the expected total fee for the work described in the services proposal. The total fee shall be itemized by task, including firm(s) staff time and hourly rates, and other direct costs such as printing and travel. Proposers are encouraged to propose alternative approaches to tasks that could efficiently and cost-effectively be used to achieve the same goal.

- Provide fees for the proposed services. Fee quotes should be detailed by service.

- Outline billing and payment expectations, including timing and method of payment.
- Describe any remaining fees not previously detailed.

f. References

- List the name, address, and telephone number of references from at least three recent similar projects. Include a brief description of the work provided for each reference. Municipal or county projects are preferred, reflective of expertise discussed in Section II. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

g. Implementation schedule

Include a detailed implementation schedule that notes key project milestones, critical path items that are dependent on the City taking action, and timelines for deliverables. Identify any assumptions used in developing the schedule.

h. Certificate(s) of Insurance

The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

i. Business Tax Certificate

The proposing organization does not require an El Segundo business tax certificate to respond to this RFP. However, the successful proposer will be required to acquire an El Segundo business tax certificate during the contracting process and to maintain an active certificate throughout the contract period. The cost of this shall be included in the total proposal price.

j. Standard City Professional Services Agreement

The City will require the successful proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions or areas of concern in your response to the City. Any/all requests for changes to the agreement must be included with the responsive proposal.

B. Price

1. Itemized List of Total All-inclusive Maximum Costs/Price

The price should contain all information relative to performing the engagement as described in this request for proposals. The itemized of total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses and additional services.

Cost for services should be broken down by task as much as possible in a form which allows the City to exclude certain tasks/deliverables from the scope if the City desires.

The City of El Segundo will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

2. Anticipated Rates Times the Hours for Each Partner, Specialist, Supervisory and Staff Level to be assigned to the Engagement

The price should include a schedule of professional fees and expenses in the format provided in the attachment (Exhibit B), that supports the total all-inclusive maximum price.

3. Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price

Out-of-pocket expenses for firm personnel should be presented in the format provided in the attachment (Exhibit B). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm’s bid amount. Interim billings shall cover a period of not less than a calendar month. Payments will be made within 30 days of the submission of invoices to the City.

Cost will not be the primary factor in the selection of a consultant firm.

V. Evaluation of Proposals

A. Review of Proposals

The City of El Segundo will use a point formula during the review process to score proposals. The firms with an unacceptably low technical score will be eliminated from further consideration.

Criteria	Points
Project Understanding	25
Scope of Work	25
Firm Qualifications and Experience	15
Project Team Qualifications and Experience	15
References and Satisfaction of Previous Clients	10
Implementation Schedule	10
Total	100

The price will then be considered and additional points will be added to the technical score. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

B. Additional Information

During the review process, the City reserves the right to:

- request additional information or clarification from proposers, or allow clarifications, corrections of errors, or correction of omissions;
- make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements;
- reject any or all proposals, in whole or part;
- waive any informality in any proposal;
- accept the proposal which it deems best suited to serve the City's interest;
- accept or reject any changes in key staffing, including changes to the originally listed Project Manager. To make this determination, additional interviews, reference checks, and qualifications may be required and assessed.

Pertinent existing documents, maps, data, and other resources held by the City will be made available to the selected firm upon Notice to Proceed.

All deliverables will be submitted in electronic format to the City. Hardcopies required by State, regional, local, or any other agencies other than the City should be accounted for in the proposed cost.

All cost proposals should include a 10% contingency.

C. Oral Presentations

During the evaluation process, the City of El Segundo may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City of El Segundo may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

It is anticipated that a firm will be selected in December 2024. Following notification of the firm selected, it is expected that a contract will be awarded by City Council at the second regularly scheduled meeting held in December 2024.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

The successful bidder is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any bidder. If the City Council determines bids are unacceptably high, or specifications were misleading, it may reject any or all bids presented, and the item may be rebid.

VI. Resources

1. [Existing General Plan](#)
2. [Regional Transportation Plan/Sustainable Communities Strategy \(RTP/SCS\)](#)
3. [Bicycle Master Plan](#)
4. [Climate Action Plan](#)
5. [Downtown Specific Plan](#)
6. [Various Specific Plans](#)
7. [Municipal Code](#)
8. [City Map](#)
9. [Adopted Budget FY 24-25](#)
10. [City Council Strategic Plan](#)
11. [SCAG Community Profile](#)
12. [Economic Development](#)
13. [Bid/RFP](#)

EXHIBIT A

City Of El Segundo

ORGANIZATION CHART

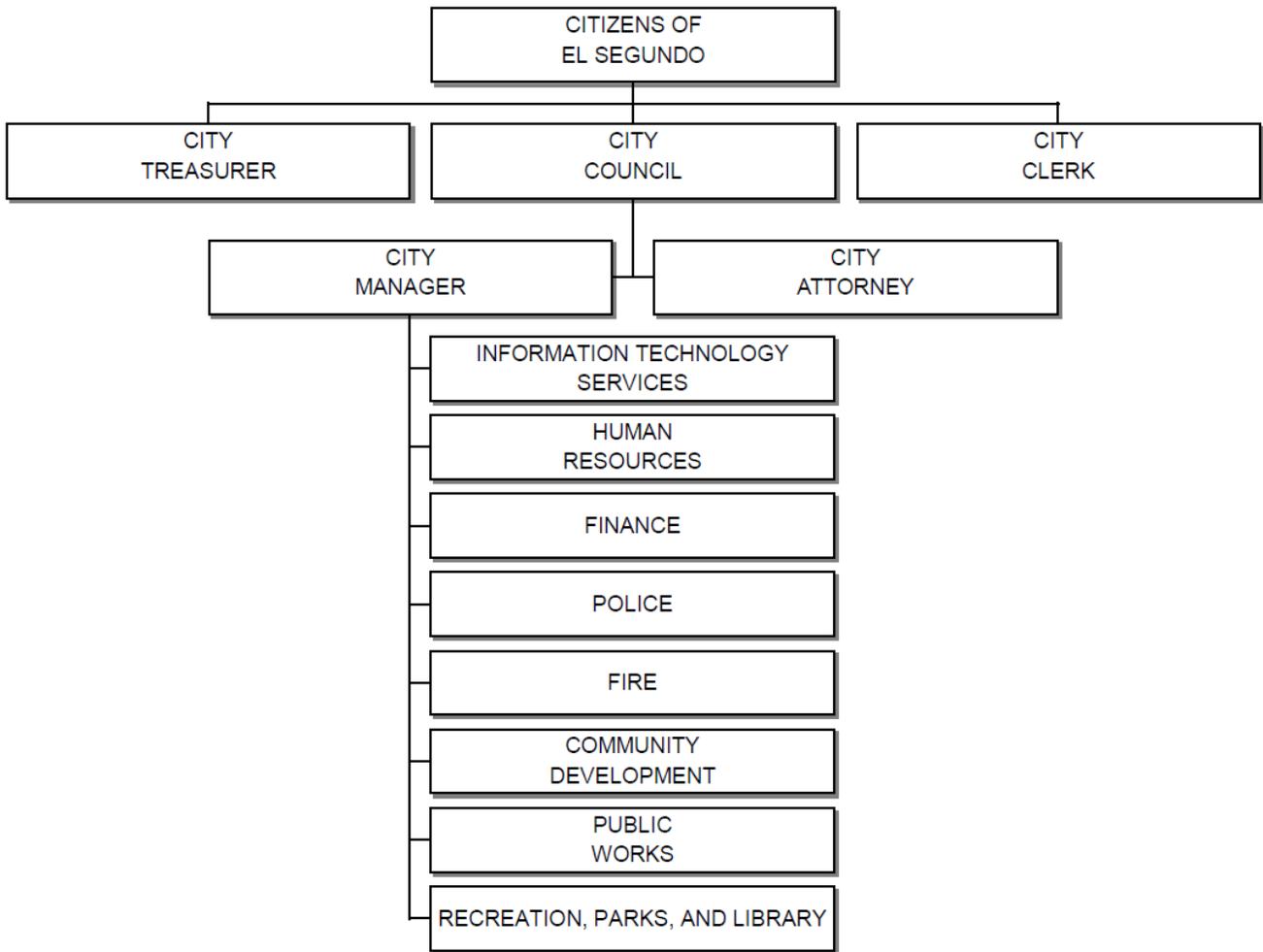


EXHIBIT B

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE PROPOSAL

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$ _____
Total for services described in Section IV C of the request for proposals.				\$ _____
Out-of-pocket expenses:				
Meals and lodging				\$ _____
Transportation				_____
Other (specify): _____				_____
Total all-inclusive maximum price				\$ _____

*Please attach itemize schedule for all services described in Section II.

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C

INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the 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 the City will be excess thereto. Such insurance must 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 the City.

Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the 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 the City from time to time. Insurance must be placed with admitted 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. The Consultant 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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

Date

Bidder

THIS PAGE INTENTIONALLY LEFT BLANK



EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND [REDACTED]

This AGREEMENT is entered into this [REDACTED] day of [REDACTED], 20[REDACTED], 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").

1. CONSIDERATION.

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

2. SCOPE OF SERVICES.

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

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

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed

for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

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

6. FAMILIARITY WITH WORK.

A. By executing this Agreement, CONSULTANT agrees that it has:

- i. Carefully investigated and considered the scope of services to be performed;
- ii. Carefully considered how the services should be performed; and
- iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

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

7. TERM. The term of this Agreement will be from _____, to _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A.** Completion of the work specified in Exhibit "A";
- B.** Termination as stated in Section 15.

8. TIME FOR PERFORMANCE.

A. CONSULTANT will not perform any work under this Agreement until:

- i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
- ii. CITY gives CONSULTANT a written notice to proceed.

B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

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

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

- A. Exhibit A: [REDACTED]; and
- B. Exhibit B: [REDACTED]. [LIST AND DESCRIBE EXHIBITS, AS APPLICABLE. FOR EXAMPLE, THERE MAY ONLY BE EXHIBIT "A" AND NOT AN EXHIBIT "B"]

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

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

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

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

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

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

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

18. INDEMNIFICATION.

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

- B.** For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.
- C.** It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D.** The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section *Error! Reference source not found.*2, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

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

22. INSURANCE.

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

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

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

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

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

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

If to CONSULTANT:

Attention: [Click here to enter text.](#)
[Click here to enter text.](#)

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

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.

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

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

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

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

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

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

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

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

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

35. ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

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

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

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

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

[Signatures on next page]

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

CITY OF EL SEGUNDO

[CONSULTANT NAME] [REVIEW
VENDOR SIGNATURE GUIDE]

[SIGNATORY DEPENDS ON \$ AMOUNT]

By: _____

Title: _____

ATTEST:

Taxpayer ID No. _____

Tracy Weaver,
City Clerk

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

By: _____
Joaquin Vazquez, Assistant City Attorney



January 23, 2025

Michael Allen, AICP
Community Development Director
City of El Segundo
350 Main Street
El Segundo, CA 90245

Subject: Land Use Element Update – Revised Scope and Budget

Dear Michael:

Thank you for asking MIG, Inc. to provide a revised scope and budget to undertake a comprehensive update of the El Segundo General Plan Land Use Element (RFP #24-07). Per the discussion with you and Agnes Ho on January 15, we have adjusted the scope and budget to align with the City's targets for this work program. On the following pages, we present the summary budget and revised program tasks reflecting the changes made. If these changes are acceptable to the City, we can prepare the complete work scope to attach to the contract to be presented to the City Council on February 18, 2025.

The MIG team looks forward to working with your staff and the entire El Segundo community to explore options for meeting long-term housing goals and ensuring a diverse business base. Please call or email me with any questions.

Regards,

A handwritten signature in blue ink that reads "Laura R. Stetson".

Laura R. Stetson, AICP
Principal

REVISED BUDGET – LAND USE ELEMENT UPDATE

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	112	\$ 295		\$ 33,040
Manager	722	\$180 - \$240		\$ 141,880
Supervisory Staff	1552	\$130 - \$175		\$ 230,300
Staff	1421	\$110- \$185		\$ 175,800
Other (Specify: Subconsultants)	NA	NA		\$ 181,300
Subtotal				\$ 762,320
Total for services described in Section IV C of the request for proposals				\$ 762,320
Out of Pocket Expenses:				
Meals/Lodging				\$ -
Transportation				\$ -
Other (Specify: MIG Misc Direct Cost allowance, 8% subconsultan markup)				\$ 37,024
Total all-inclusive maxium price				\$ 799,344

OPTIONAL TASKS		
O-1	Additional Engagement Events:	
	Community Workshop	\$ 25,000
	Pop-Up Event	\$ 3,000
	Study Session	\$ 6,000
	Public Hearing	\$ 3,000
O-2	Interactive Land Use Alternatives Dashboard	\$ 20,000
O-3	Zoning Code Implementation	\$ 100,000
O-4	Project Feasibility Analysis (KMA)	\$ 24,000
O-5	Traffic Operation Analysis (F&P)	\$ 38,000
O-6	Objective Design Standards	\$ 75,000
O-7	General Plan Safety Element Update	\$ 100,000
O-8	Community Survey	\$ 7,455

REVISED SCOPE TASKS

1.4 Client Meetings and Coordination

This task includes project management and coordination (emails, calls, data transfers, etc.) with City staff and the internal team, as well as regular invoicing, scheduling, and budget management. The task assumes ~~bimonthly~~ monthly meetings over the estimated 18-month project timeframe. The schedule and frequency will be confirmed during the project kickoff meeting but can be adjusted as needed. The meetings will largely be via Zoom or a similar platform, with in-person meetings scheduled at key points. MIG will also be available for occasional unscheduled calls to address various plan topics ranging from refining the schedule and outreach plan, strategizing about upcoming events or milestone documents. The cost proposal also includes an allowance for MIG internal project team meetings between the project manager and other team members.

2.3 Traffic and Mobility Existing Conditions Technical Analysis

The Traffic and Mobility Existing Conditions Technical Analysis, conducted by team member Fehrs & Peers, will evaluate existing mobility and transportation conditions, including the following:

- Existing circulation for roadways, transit services, bicycle networks, truck routes
- Qualitative evaluation of existing pedestrian, bicycle, transit, and vehicle network and facilities
- Travel pattern comparison looking at commute trends (using LEHD data)
- VMT summary from SCAG Activity Based Model for 2024 baseline, based on the most recent RTP/SCS

The analysis will conclude with a summary of mobility issues and opportunities. The extent of the analysis will be based on the budgeted task amount.

3.2 City Leadership Interviews

At the outset of the project, MIG will conduct up to six interview~~one-on-one~~ sessions with the City Councilmembers ~~(5)~~, Planning Commissioners ~~(5)~~, City Manager ~~(1)~~, a representative from the Public Works Department ~~(1)~~, and a representative from the Economic Development Department ~~(1)~~. These additional interviewees have been identified due to the need to assess infrastructure and service provision, as well as economic and fiscal issues and concerns. The interviews will be conducted via Zoom.

We will prepare a summary memorandum highlighting consolidated, unattributed comments and ideas.

~~3.3 Affinity-Based Focus Groups~~

~~To understand the unique perspective and identify key issues or concerns for the business, industry, and real estate communities, MIG will facilitate up to three affinity-based focus groups. During these focus groups, expected to occur following the City Leadership Interviews, participants will discuss issues or topics relevant to their shared interests. The focus groups will be conducted via Zoom for ease of participation. MIG will assist the City with identifying participants and groups; City staff will be~~

responsible for invitations and scheduling. The budget for this task assumes up to three affinity-based focus groups, with up to eight members each and two MIG staff to facilitate and take notes.

We will prepare a summary memorandum highlighting consolidated, unattributed comments and ideas.

3.5 Pop-Up Event 1

To achieve a wide range of input from the El Segundo community, MIG will facilitate a mobile engagement booth at a local community event (festival, farmers markets, etc.) following the Community Workshop. This “pop-up” event will use adapted materials from the larger community workshop to engage event attendees and community members who may not typically participate in formal planning processes. The content will be streamlined for easy interaction, thus allowing for quick, meaningful input from those who may not otherwise be reached. MIG will prepare the content, and City staff will conduct the event. ~~provide two to three staff for this event to facilitate and record comments. Attendance includes materials preparation, travel time, event attendance, and a post-event summary.~~ The City will be responsible for securing a venue.

3.6 Community Questionnaire

~~To help validate findings to date, MIG will design both an online and paper questionnaire to gather input on key issues and priorities most important to El Segundo residents and other interested participants. The questionnaire will also collect limited demographic data such as household type, age, and general location. This questionnaire is designed to capture a broad sense of public sentiment and identify key themes or concerns; it is not intended to produce statistically significant or scientifically representative results. The questionnaire will be ready for input and presented to the community at the Community Workshop.~~

~~MIG will draft the 10-minute questionnaire, incorporate feedback from a single set of consolidated comments, and format the questionnaire for both print and online distribution using the most appropriate survey platform for the topics. Our work scope assumes up to 200 individuals responding to the survey. We will ask that the City advertise the questionnaire on its website and via other means generally used to inform residents about important community initiatives and print and distribute any paper copies. The questionnaire will be launched after community workshop 1 and will be available to the public for up to four weeks. The City will be responsible for promoting the questionnaire, distributing and collecting the paper version, and submitting the completed paper questionnaires to MIG for data entry (estimated to take one day). At the conclusion of the questionnaire period, MIG will compile and analyze both online and paper responses, delivering a summary report that includes key findings, supported by visually engaging graphics.~~

5.2 Land Use Concept Alternatives

5.2.1 MIG will develop ~~two~~^{three} scenarios for ~~four~~^{up to six} focus areas. Existing conditions and the current land use policy will also be included. The alternatives data will be used for discussion with the City Council and Planning Commission regarding the outcomes associated with each scenario in each focus area. This will allow the City to compare the alternatives and select those that best implement the Vision and adhere to the new General Plan Guiding Principles. In addition to highly graphic land use alternative maps, we can produce comparative graphics for the various scenarios to illustrate, for example, housing and population growth, vehicle miles traveled, or other indicators of interest.

5.3 Urban Design Integration

The MIG team will identify urban design approaches that align with the vision and land use alternatives for each focus area. Each focus area will have its own set of urban design principles, such as enhancing walkability or integrating green infrastructure, on which the design concepts for each area will be based on. These concepts will include elements like street layouts, building placement, and public spaces, which we will visually represent through sketches to help envision what maximum or expected densities can look like. For each land use alternative, we'll demonstrate how the urban design strategies support the specific vision, tailoring design elements to fit high-density, mixed-use, or open-space-focused scenarios. Finally, we will create a brief set of urban design guidelines to ensure future development aligns with the vision for each focus area. Up to 18 renderings will be produced.

6.2 Pop-Up Event 2

MIG will facilitate a second mobile engagement booth at a local community event (festival, farmers markets, etc.). This pop-up event will use adapted materials from the Planning Commission workshop to engage event attendees and community members who may not typically participate in formal planning processes. Attendees will review and provide feedback on the land use concept alternatives and information on accessing the online land use alternatives StoryMap will be provided. The content will be streamlined for easy interaction, allowing for quick, meaningful input from those who may not otherwise be reached. MIG will prepare the content, and City staff will conduct the event. ~~provide two to three staff for this event to facilitate, record comments, and assist with breakout groups or stations. Attendance includes material preparation, travel time, event attendance, and a post-event summary.~~ The City will be responsible for securing a venue.

11.6 Response to Comments/FEIR and MMRP

Following the close of the 45-day public review period, the City will transmit all written comments received to MIG. MIG will prepare an administrative draft Response to Comments/Final EIR (RTC/FEIR) that will include written responses to comments, addressing such comments with a reasoned analysis of issues raised. In some cases, responses may result in revisions to the text or exhibits contained in the DEIR, and such changes would be documented in the administrative draft RTC/FEIR.

The RTC/FEIR document will include: the comments on the DEIR and the responses to such comments; a list of entities commenting on the DEIR, and an erratum to address corrections and clarifications to the DEIR.

A Mitigation Monitoring Reporting Program (MMRP) is also included in this task and can be provided as part of the FEIR document, or as a separate document prior to the commencement of public hearings.

It is difficult to predict the number or complexity of comments there will be on the Draft EIR. We have allocated approximately ~~80~~¹²⁰ hours of MIG staff time, which is our best estimate of the time needed to complete this task. In the event that the allocated budget is exceeded due to the number, length, or complexity of the comments received, additional budget authorization may be needed.



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Discussion and Consideration of a Building Permit Fee and Development Impact Fee Deferral Program

RECOMMENDATION:

1. Discuss and provide staff direction regarding the proposed building permit fee and development impact fee deferral program.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The recommended policy will defer payment of certain building permit fees, and does not waive any fees.

BACKGROUND:

Building permit issuance fees and Development Impact Fees (DIFs) are one-time charges imposed on developers during the construction of new development or physical improvements to existing buildings (commonly referred to as 'tenant improvements'). Building permit fees are designed to recover costs directly associated with staff time and resources necessary to review and process a building permit. This includes fees to cover administrative staff time to maintain and process active permits, inspections during a project build out, and various surcharge fees to cover existing infrastructure costs to maintain the City's development services (e.g. online permit system, land use regulations, and equipment), as well as state mandated fees related to seismic safety and compliance with the American Disability Act. DIFs are intended to mitigate future impacts of development by providing a funding source supporting future infrastructure and service improvements and enhancements required to address increased demand (e.g. street, sewer, park, city facility, public safety services, etc.).

Following a public hearing on June 21, 2022, City Council approved the updated and

Discussion of Building Permit Fee and Development Impact Fee Deferral Program

February 18, 2025

Page 2 of 5

newly established fee schedule including the DIF. The DIF was phased in over three years: 50% of the total fee was implemented in 2022, 75% in 2023, and the full 100% will take effect on July 1, 2024. Additionally, the fees are subject to automatic annual adjustments based on the most recent Consumer Price Index for All Urban Consumers (CPI-U).

Impact fees are generally collected at one of three key stages of the development process:

1. **Entitlement Application Stage:** At this initial stage, developers submit their project applications to the City for review, typically one to two years before construction is completed. While most impact fees are not collected at this stage, other fees, such as those related to staff review time, are commonly paid upon application submission.
2. **Building Permit Stage:** Building permits are required before construction can commence and are typically issued 3 to 6 months after the entitlements are approved, depending on the size and complexity of the project. The majority of impact fees are collected at this stage.
3. **Certificate of Occupancy Stage:** This certificate is issued prior to occupancy, usually around the time the building is ready for use. Payment of any remaining fees is required at this final stage.

El Segundo Municipal Code Section 15-32-6 stipulates that all DIFs be collected prior to approval of a tentative or final subdivision map, parcel map, grading permit, building permit, final inspection, or certificate of occupancy. Several other one-time administrative or regulatory fees are collected at this phase, including but not limited to:

- Building Standards Administrative Fee (special revenue fund to support code cycle updates)
- General Plan Maintenance Fee (special revenue fund to support updates to land use regulations which development is a benefactor)
- Page Retention Fee (special revenue fund to support the maintenance of digitized records)
- Permit Center Surcharge Fee (special revenue fund to support ongoing implementation of online permit center)
- Strong Motion Instrumentation Program Fee (assessed/collected to be passed along to relative state agency for implementation of California Strong Motion Instrumentation Program)

Discussion of Building Permit Fee and Development Impact Fee Deferral Program

February 18, 2025

Page 3 of 5

Additionally, one-time permit issuance fees include the respective residential, commercial, mechanical, electrical, and plumbing fees, which include the cost of corresponding inspections and follow-up staff time required during the life of the active permit.

Senate Bill (SB) 937, which was signed into law on September 19, 2024, became effective on January 1, 2025. The bill makes changes to the Mitigation Fee Act, affecting how developer fees specifically for housing developments are collected. SB 937 allows developers to pay certain housing development impact fees later in the process—at the Certificate of Occupancy or final building inspection—instead of at the start. If the required fee or charge is not fully paid before a building permit is issued for residential development, the local agency may require the property owner or recorded lessee to sign a contract agreeing to pay the amount within the specified timeframe. The contract would then be recorded with the county recorder's office, creating a lien on the property. Once the obligation is fully paid, the local agency must record a release of the lien.

At the January 21, 2025 City Council meeting, City Council directed staff to proceed with an amendment to the Cultural Development Ordinance to adjust the timing of in-lieu payments. The proposed amendment would permit an applicant to defer the applicable in-lieu fee of 1% of the project cost to the Certificate of Occupancy or final inspection. The subject amendment is scheduled for City Council consideration at the March 4, 2025 City Council meeting.

As part of continued efforts to identify strategies to encourage or facilitate development, and as highlighted in the above efforts to do so on a state level related to housing and a local level related to the Cultural Development Ordinance, staff propose a building permit fee deferral option for other commercial related projects.

DISCUSSION:

In an environment characterized by volatile economic conditions - such as fluctuating interest rates, inflationary pressures, and variable development costs (e.g., land prices, labor, and material supplies) - budgetary assumptions become increasingly complex for development. Deferring certain development fees offers a strategic approach to alleviating the upfront financial burden on developers during the initial construction phase.

By deferring certain fees, developers can reduce carrying costs associated with upfront payments, decreasing the amount or need for early-stage borrowing. Reducing the carrying cost can mitigate the accumulation of interest over time, and enables access to more favorable financing options later in the project lifecycle, ultimately minimizing overall development financing costs, and consequently reducing costs that are otherwise passed on to end-users. Limiting upfront fees to only cover the actual costs of

Discussion of Building Permit Fee and Development Impact Fee Deferral Program

February 18, 2025

Page 4 of 5

immediate services provided (i.e. administrative, staff review, and inspection costs) in lieu of covering all associated fees may provide a financial path forward for a potential development that may otherwise be infeasible if these costs are not deferred.

Staff is proposing to modify any applicable resolutions or ordinances related to building permit issuance fees that are not directly related to immediate services provided or staff time to process the permit. Consequently, application review fees and inspection-related permit fees (residential, commercial, mechanical, electrical, and plumbing fees) will remain unchanged. Development impact fees, general plan maintenance fees, retention fees, and other special revenue fund fees, which are typically associated with future or ongoing costs post-construction may be deferred should an applicant choose. The building permit fee deferral may not be advantageous to most projects with permit fees less than \$100,000. However, as outlined in the below theoretical scenario, a project with building permit fees greater than \$100,000 can see real benefit from deferring certain costs.

Case Study

Development projects span from small residential renovations to massive commercial complexes. There are financing options for everything between a single-family home renovation needing a few thousand dollars and a large commercial development requiring hundreds of millions of dollars. There are also several strategies for funding projects, from self-financing to bank or private lenders. With so many variables and circumstances, there is insufficient data to determine a specific point one might consider financing. However, for illustrative purposes only, staff provides the following assumptions: typical construction loans are intended for 6 - 36 months, 8.8% interest paid on the amount borrowed during construction (average of range between 6.125 and 11.5% as of 2025), with financing options beginning at \$100,000 or more.

Since implementation of the City's new permitting software, in the last 21 months, two projects triggered DIF exceeding \$100,000, with construction valuation ranging from \$2,301,478 - \$45,120,804. For these two projects, one-time permit issuance fees unrelated to immediate costs and the DIF averaged approximately \$126,146 (not including the 1% Cultural Development Program fee).

Provided the above assumptions, the carry cost of accrued interest on \$126,146, is as follows:

6 Month Project: \$5,550.42
12 Month Project: \$11,100.85
18 Month Project: \$16,651.27
24 Month Project: \$22,201.70
30 Month Project: \$27,752.12
36 Month Project: \$33,302.54

Discussion of Building Permit Fee and Development Impact Fee Deferral Program

February 18, 2025

Page 5 of 5

Where market and financing constraints otherwise delay development, easing immediate financial pressures through deferred payment schedules while ensuring the city retains its ability to collect necessary revenue in a timely manner supports development initiatives and may encourage and facilitate development.

If the building permit fee deferral program is desired, staff would recommend a similar administrative process as adopted by the state legislature for housing developments, requiring a covenant to be recorded in the form of a lien for the applicable fees. The lien would be removed upon payment of fees, and prior to any final inspections or issuance of a certificate of occupancy.

CITY STRATEGIC PLAN COMPLIANCE:

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

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy C: Implement strategic initiatives to attract new businesses and foster business to business networking and collaboration to retain and grow existing businesses.

PREPARED BY:

Agnes Ho, Administrative Analyst

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

Update on Urho Saari Swim Stadium / Plunge Renovation Project, Amendment to Professional Services Agreement with Arcadis, and Amendment to Facilities Use Agreement With El Segundo Unified School District

RECOMMENDATION:

1. Receive and file presentation.
2. Authorize the City Manager to execute an amendment to the Professional Services [Agreement No. 6865](#) with Arcadis for \$104,000 for construction administration support during the construction phase and authorize an additional \$50,000 for contingency.
3. Authorize the City Manager to execute the amendment to the Facilities Use [Agreement No. 5586](#) between the El Segundo Unified School District and the City of El Segundo to expedite the District's \$1,000,000 contribution to the renovation.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

FY 2024-25 Budgeted Funds Available: \$14,617,614

Additional Appropriation: None requested at this time. City Council appropriated \$9,230,494 in March 2024 for the construction of the project.

Account Number: 301-400-8186-8236

BACKGROUND:

On November 7, 2023, the City Council adopted the engineering plans and specifications for the Urho Saari Swim Stadium / Plunge Renovation Project and authorized staff to advertise the project for construction bids. The project will

Project Update for Urho Saari Swim Stadium / Plunge Renovation Project

February 18, 2025

Page 2 of 4

completely renovate the entire facility, including both pools and associated equipment, locker rooms, lobby, offices, bleachers, and terrace. An updated presentation of the final design was provided to City Council on June 30, 2023.

On March 5, 2024, the City Council awarded a construction contract to Morillo Construction, Inc. in the amount of \$12,988,000 for the Urho Saari Swim Stadium / Plunge Renovation Project (No. PW 24-02) and authorized additional funding of \$1,300,000 for construction related contingencies.

At the same time, the City Council awarded a professional services agreement to Arcadis for \$329,614 for architectural and engineering support services during the project's construction phase.

DISCUSSION:

Construction on the Urho Saari Swim Stadium began on August 12, 2024. At this time, it is estimated that construction is approximately 35-40% complete. Work completed is as follows:

- Pool: demolition of existing pool equipment and pool plumbing, demolition of pool tiles, installation of new main drain and pool plumbing under the pool deck.
- Locker rooms: demolition of existing furnishings, tiles, and flooring. Installation of underground plumbing, water supply plumbing, electrical conduits, and wall framing.
- Mechanical room: demolition of old pool mechanical equipment, including large filters at the back of the facility, pool pumps and chlorine equipment. Demolition of existing electrical, gas, and water connections. Demolition of concrete floor and underground plumbing. Installation of new underground plumbing, water supply plumbing, and gas supply plumbing.
- Various other activities throughout the building included lead and asbestos abatement, structural upgrades to the low roof and high roof, repairs to structural components due to termite damage, and spalling repairs on the exterior of the building. The new terrace on the second floor has also been constructed.

During the first 6 months of construction, the project encountered a few challenges that led to change orders. One of the major challenges is that the facility was not constructed per the as-built records the city has on file. The design team had to reconfirm some calculations and design for additional concrete support to augment the existing foundation to ensure the proposed design would work with the existing structure. Some additional concrete support had to be added to the foundation of the structure, which led to additional construction costs. Additionally, expediting the long-lead item switchgear was an added cost, and adding the Southern California Edison (SCE) transformer to the construction contract was an added cost. As of now, the construction change-orders amount to approximately \$550,000.

Project Update for Urho Saari Swim Stadium / Plunge Renovation Project

February 18, 2025

Page 3 of 4

Due to the unforeseen existing conditions of the foundation and utilities, the original professional services agreement with Arcadis for architectural and engineering support services during the construction phase of the project is not sufficient to cover the design efforts which were necessitated regarding the structural analysis, design of a new augmented concrete foundation, redesign of the underground utilities such sewer lines and new utility connections. Staff respectfully request an amendment to Arcadis agreement to add an additional \$104,000 to cover the cost for these additional design efforts due to encountered unforeseen conditions and authorize an additional \$50,000 for contingency.

Further, it is to be noted that on November 12, 2024, the El Segundo Board of Education approved an amendment to the Facilities Use Agreement for the Plunge Swim Center with the City of El Segundo. The amendment allows the El Segundo Unified School District ("District") to expedite the \$1,000,000 district allocation to the renovation of the Urho Saari Swim Stadium / Plunge Renovation Project outlined in the agreement rather than wait until the construction of the project is completed. The District set the funding aside in 2018 when the initial agreement was made. Once the agreement is executed by both parties, the transfer of funds can be made by the District to the City.

The construction of the Urho Saari Swim Stadium / Plunge Renovation Project is anticipated to be substantially completed by December 2025.

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.

PREPARED BY:

Cheryl Ebert, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Master Facilities Use Agreement for "The Plunge"
2. Redline Revisions to Master Agreement
3. First Amendment to Master Agreement

**FACILITIES USE AGREEMENT
BETWEEN
EL SEGUNDO UNIFIED SCHOOL DISTRICT
AND
THE CITY OF EL SEGUNDO
FOR THE PLUNGE SWIM CENTER**

THIS AGREEMENT made and entered into this 22nd day of January, 2019 (the “Effective Date”), by and between the El Segundo School District (hereinafter “ESUSD”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the City of El Segundo (hereinafter “City”), a municipal corporation (individually a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, the City owns a pool facilities known as the “Urho Saari Swim Stadium” or “The Plunge” located at 219 West Mariposa Avenue, El Segundo, CA 90245 (the “Facilities”);

WHEREAS, ESUSD desires to use the Facilities for school and recreation activities; and

WHEREAS, the City desires to grant ESUSD a license to use the Facilities for purpose of organizing and implementing community recreation and school activities.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Description of Facilities. The Facilities consist of a swimming pool and associated facilities, including a stadium. A description and map depiction of the Facilities subject to this Agreement are attached hereto as Attachment “A”.

Section 2. License and Contribution. City grants a license to ESUSD to use the Facilities for conducting school related activities pursuant to the terms and conditions set forth herein. City shall not charge ESUSD a license fee for use of the Facilities; however, ESUSD agrees to provide a financial contribution to the City’s planned “Facilities Renovation” of the Facilities as defined and discussed in Section 3 below. ESUSD shall ensure that any use by any ESUSD staff or students complies with the terms and conditions of this Agreement.

Section 3. Facilities Renovation. City hereby confirms that it is in the process of designing and implementing renovation improvement work on the Facilities as set forth in the Urho Saari Swim Stadium Mechanical, Renovation, and Financial Anslysis report dated April 10, 2015 (the “Facilities Renovation”). City shall initially be responsible for all costs associated with the Facilities Renovation. After the Facilities Renovation are complete, the City shall provide adequate documentation establishing the direct actual total cost of the Facilities Renovation incurred by the City (“Facilities Renovation Cost”), which shall be comprised solely of the payments made by the City to the architect hired to design the Facilities Renovation and payment to the Contractor completing the Facilities Renovation. The Facilities Renovation Cost shall in no event include any indirect costs, including, but not limited to, any cost incurred to

monitor, oversee, or approve of the Facilities Renovation, whether such indirect costs are incurred by the City through hiring independent consultants or salary or other payment made to City staff or employees. Upon receipt of the Facilities Renovation Cost, ESUSD, as consideration for the right to use the Facilities pursuant to this Agreement, shall pay City a contribution totaling the lesser of (i) twenty four percent (24%) of the Facilities Renovation Cost ("ESUSD Contribution") or, (ii) One Million Dollars (\$1,000,000.00) regardless of the total Facilities Renovation Cost. ESUSD shall pay ESUSD Contribution within thirty (30) days of the Notice of Completion being approved by the City for the Facilities Renovation.

Section 4. Term. The term of this Agreement shall be from the Effective Date through that date which is ten (10) years from that date which ESUSD pays the amount set forth in Section 3 ("Term"). In the event that the City has not commenced the Facilities Renovation within fifteen (15) years of the Effective Date, this Agreement shall be deemed terminated. The Parties, at their sole discretion, may extend the term through a written agreement. ESUSD's use of the Facilities during the Term shall be established in accordance with Section 8 below. If the Agreement is terminated prior to the end of the Term for any reason, the Parties shall establish a mutually convenient time to allow ESUSD to enter the Facilities to remove the Equipment and all remaining personal property, if necessary.

Section 5. Conditions to Use.

A. Maintenance of the Facilities. During their respective times of use of the Facilities as set forth in this Agreement, ESUSD and the City shall be responsible for providing General Cleanup of the Facilities. As used herein, the term "General Cleanup" shall mean putting away equipment and supplies, picking up trash and similar related activities. Except for ESUSD's General Cleanup responsibilities acts of God and involuntary destruction of the Facilities, and extraordinary repairs, the City shall, at its sole cost and expense, keep and maintain the entire Facilities in good repair and appearance, except for ordinary wear and tear, and free of unlawful or dangerous conditions and properly lighted.

B. Conduct of Employees and Invitees. Each Party shall insure that all employees, invitees, and all others using the Facilities will adhere to proper standards of public conduct. If the City has specific rules or regulations applicable to the use of the Facilities, the City shall make such rules available to ESUSD in writing (the "Rules"). If ESUSD has any questions or concerns about the Rules that may prohibit or interfere with ESUSD's use of the Facilities, the Parties shall meet in good faith to address ESUSD's concerns.

C. Utilities. The City shall be responsible for payment of all utilities associated with operation and use of the Facilities throughout the Term, including any and all utilities used during ESUSD's use. The City shall take reasonable steps necessary to ensure the Facilities receive complete and uninterrupted utilities during any and all ESUSD use times, including, but not limited to, adequate electricity, heating, and lighting.

D. Access. The City shall provide ESUSD with access the Facilities during the times that ESUSD has scheduled use of the Facilities.

E. Parking. The Facilities has no parking facilities.

Section 6. Insurance.

A. ESUSD's Duty to Insure. ESUSD must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and ESUSD from and against any and all liability of City for damages arising out of or connected with use by ESUSD, its agents, employees, permittees, and students of the Facilities or any building, Facilities or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing City as additional insured must be provided to City. Said certificate must provide that City will receive thirty (30) days' notice of cancellation of said policy.

B. City's Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and ESUSD from and against any and all liability of ESUSD for damages arising out of or connected with use by City, its agents, employees, and permittees of the Facilities or any building, Facilities or equipment located thereon, including the Facilities Renovation. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing ESUSD as additional insured must be provided to ESUSD. Said certificate must provide that ESUSD will receive thirty (30) days' notice of cancellation of said policy.

Section 7. Indemnification.

A. ESUSD's Indemnification. ESUSD shall defend, indemnify, and hold harmless the City, its city council, officials, officers, agents and employees, from any cost, expense, liability, loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District's use of the Facilities or any building, Facilities or equipment located thereon.

B. City's Indemnification. City shall defend, indemnify, and hold harmless the District, its Governing Board, officials, officers, agents and employees, from any cost, expense, liability, loss, damage, injury or death to persons, or damage to or loss of property, including ESUSD property arising out of City's use of the Facilities or any building, Facilities or equipment located thereon.

The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 8. Scheduling. The City and ESUSD shall schedule use of the Facilities using the process set forth in the Joint Use Agreement entered into by the parties on or about January 22, 2019 by meeting every six (6) months to establish schedules for use of the Facilities

("Scheduling Meetings"). Except for Acts of God, occurrences beyond the City's reasonable control, the actions of ESUSD, required maintenance or repair activities, or involuntary destruction of the Facilities, if ESUSD is prevented from partially or entirely using the Facilities pursuant to this Agreement at the times reserved for ESUSD, ESUSD, at its sole discretion, may require the City provide an alternative time to use the Facilities in addition to the times set forth in the Master Agreement including requiring the City to cancel other previously scheduled special or regularly held events and classes. The Parties entered into a separate agreement in which the City granted ESUSD the right to use a separate pool facilities known as the "El Segundo Aquatics Center" located on a portion of the property 201 N. Douglas, El Segundo, CA 90245 (the "Aquatic Center"). As set forth in the Aquatic Center Agreement, the City granted ESUSD certain rights to use the Facilities (as defined in this Agreement) should ESUSD be prevented from using the Aquatic Center under certain specified conditions. Therefore, the Parties hereby acknowledge and agree that should any disruption of ESUSD's use of the Aquatic Center occur, other than due to the fault of ESUSD, the Parties will each use reasonable efforts to coordinate and reschedule and City and ESUSD uses at the Facilities as originally established in the Scheduling Meetings, in order to grant ESUSD additional time to use the Facilities to compensate for such disruption. In the event there is a conflict that cannot be reasonably resolved by the Parties, ESUSD shall have the right to require the City to cancel other previously scheduled special or regularly held events and classes to provide ESUSD with such additional use time. If ESUD's use rights are not met due to insufficient available time at the Facilities for a period of thirty days or more, ESUSD may immediately terminate this Agreement, and shall remain entitled to reimbursement as set forth in Section 10 below.

Section 9. Compliance with Law. City shall comply with all requirements, laws, ordinances, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Facilities. City shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals from any local, state or federal agency necessary for the use of the Facilities.

Section 10. Termination. In the event the City breaches any of the terms set forth herein, ESUSD may provide a written demand notice requiring the City to immediately address and rectify the breach. If the City refuses or fails to rectify or address the breach upon receipt of ESUSD's notice in a timely manner, ESUSD may terminate this Agreement. Either Party may terminate this Agreement upon one (1) year's written notice. Upon termination due to a breach by the City or the City's provision of one year written notice to this Section, ESUSD shall be entitled to reimbursement of ESUSD Contribution on a pro-rata basis (the number of months elapsed since the Effective Date compared to 120 months).

Section 11. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement shall be governed by the laws of the State of California.

Section 12. Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to ESUSD: EL SEGUNDO UNIFIED SCHOOL DISTRICT
Attn: Melissa Moore, Ed.D. Superintendent
641 Sheldon St.
El Segundo, CA 90245
Telephone: (310) 615-2650
Email:mmoore@esUSD.k12.ca.us

If to CITY: CITY OF EL SEGUNDO
Attn: City Clerk
City of El Segundo
El Segundo, CA 90245

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Parties in the manner provided for giving notice. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated.

Section 13. Attorneys' Fees: Litigation. In the event any action or suit is brought by a Party against another Party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the Parties concerning this Agreement, each Party shall be responsible for its own attorney's fees and costs.

Section 14. Agreement Terms.

A. Signs. ESUSD may only place temporary event signs on the Facilities upon receipt of prior written consent from the City, which shall not be unreasonably denied. ESUSD shall be responsible for all costs of any approved signage and comply with all applicable sign codes and ordinances.

B. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing, approved by the City Council and ESUSD Board and executed by ESUSD and City.

D. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

E. Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and ESUSD and City acknowledge and agree that they are each bound by the same.

F. Exhibits. Exhibit "A" attached to this Agreement are incorporated herein by this reference and made a part hereof.

G. Cooperation. Both City and ESUSD hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

EL SEGUNDO UNIFIED SCHOOL DISTRICT

CITY OF EL SEGUNDO



Melissa Moore,
Superintendent



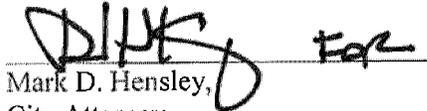
Drew Boyles
Mayor

ATTEST:



Tracy Weaver,
City Clerk

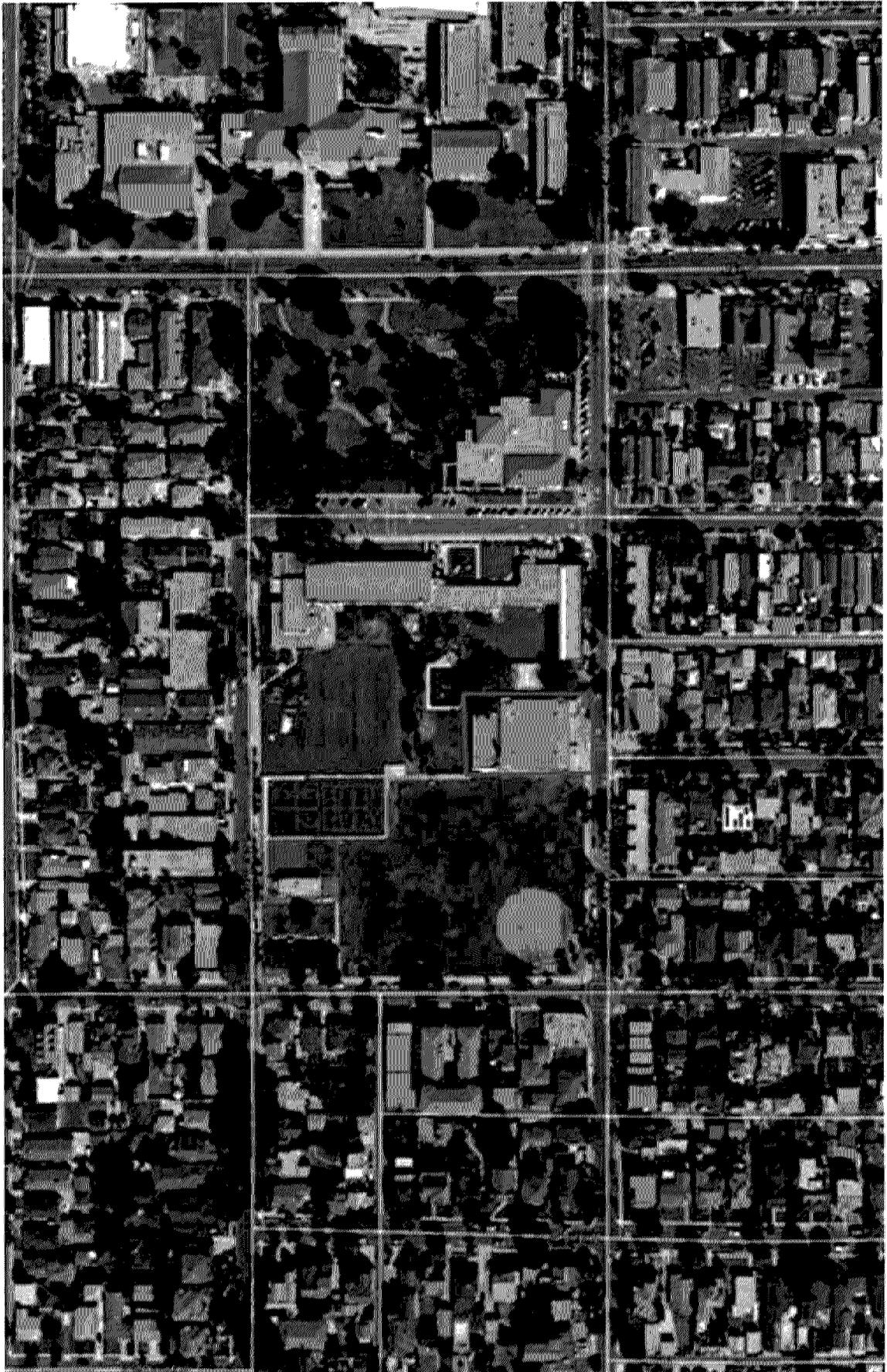
APPROVED AS TO FORM:



Mark D. Hensley,
City Attorney

EXHIBIT "A"
DESCRIPTION AND MAP OF FACILITIES

Exhibit A
Urho Saari Swim Stadium (219 W. Mariposa Avenue)



**FACILITIES USE AGREEMENT
BETWEEN
EL SEGUNDO UNIFIED SCHOOL DISTRICT
AND
THE CITY OF EL SEGUNDO
FOR THE PLUNGE SWIM CENTER**

THIS AGREEMENT made and entered into this 12th day of November, 2014 (the “Effective Date”), by and between the El Segundo School District (hereinafter “ESUSD”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the City of El Segundo (hereinafter “City”), a municipal corporation (individually a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, the City owns a pool facilities known as the “Urho Saari Swim Stadium” or “The Plunge” located at 219 West Mariposa Avenue, El Segundo, CA 90245 (the “Facilities”);

WHEREAS, ESUSD desires to use the Facilities for school and recreation activities; and

WHEREAS, the City desires to grant ESUSD a license to use the Facilities for purpose of organizing and implementing community recreation and school activities.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Description of Facilities. The Facilities consist of a swimming pool and associated facilities, including a stadium. A description and map depiction of the Facilities subject to this Agreement are attached hereto as Attachment “A”.

Section 2. License and Contribution. City grants a license to ESUSD to use the Facilities for conducting school related activities pursuant to the terms and conditions set forth herein. City shall not charge ESUSD a license fee for use of the Facilities; however, ESUSD agrees to provide a financial contribution to the City’s planned “Facilities Renovation” of the Facilities as defined and discussed in Section 3 below. ESUSD shall ensure that any use by any ESUSD staff or students complies with the terms and conditions of this Agreement.

Section 3. Facilities Renovation. City hereby confirms that it is in the process of designing and implementing renovation improvement work on the Facilities ~~as set forth in the~~ report dated, 2017 (the “Facilities Renovation”). City shall initially be responsible for all costs associated with the Facilities Renovation. ~~After the Facilities Renovation are complete,~~ **Once** the City has **bid and awarded the project to a contractor** the City shall provide adequate documentation establishing the ~~direct-estimated~~ actual total cost of the Facilities Renovation **to be** incurred by the City (“Facilities Renovation Cost”), which shall be comprised solely of ~~the payments made by the City to the~~ **costs related to the** architect hired to design the Facilities Renovation and **costs related to** ~~payment~~ to the Contractor completing the Facilities Renovation. The Facilities **Estimated** Renovation Cost shall in no event include any

indirect costs, including, but not limited to, any cost incurred to monitor, oversee, or approve of the Facilities Renovation, whether such indirect costs are incurred by the City through hiring independent consultants or salary or other payment made to City staff or employees. Upon receipt of the Facilities **Estimated** Renovation Cost, ESUSD, as consideration for the right to use the Facilities pursuant to this Agreement, shall pay City a contribution totaling the lesser of (i) twenty four percent (24%) of the Facilities Renovation Cost (“ESUSD Contribution”) or, (ii) One Million Dollars (\$1,000,000.00) regardless of the total Facilities Renovation Cost. ESUSD shall pay ESUSD Contribution within thirty (30) days of the **construction contract and estimate Notice of Completion** being approved by the City for the Facilities Renovation.

Section 4. Term. The term of this Agreement shall be from the Effective Date through that date which is ten (10) years from that date which ESUSD pays the amount set forth in Section 3 (“Term”). In the event that the City has not commenced the Facilities Renovation within fifteen (15) years of the Effective Date, this Agreement shall be deemed terminated. The Parties, at their sole discretion, may extend the term through a written agreement. ESUSD’s use of the Facilities during the Term shall be established in accordance with Section 8 below. If the Agreement is terminated prior to the end of the Term for any reason, the Parties shall establish a mutually convenient time to allow ESUSD to enter the Facilities to remove the Equipment and all remaining personal property, if necessary.

Section 5. Conditions to Use.

A. Maintenance of the Facilities. During their respective times of use of the Facilities as set forth in this Agreement, ESUSD and the City shall be responsible for providing General Cleanup of the Facilities. As used herein, the term "General Cleanup" shall mean putting away equipment and supplies, picking up trash and similar related activities. Except for ESUSD’s General Cleanup responsibilities acts of God and involuntary destruction of the Facilities, and extraordinary repairs, the City shall, at its sole cost and expense, keep and maintain the entire Facilities in good repair and appearance, except for ordinary wear and tear, and free of unlawful or dangerous conditions and properly lighted.

B. Conduct of Employees and Invitees. Each Party shall insure that all employees, invitees, and all others using the Facilities will adhere to proper standards of public conduct. If the City has specific rules or regulations applicable to the use of the Facilities, the City shall make such rules available to ESUSD in writing (the “Rules”). If ESUSD has any questions or concerns about the Rules that may prohibit or interfere with ESUSD’s use of the Facilities, the Parties shall meet in good faith to address ESUSD’s concerns.

C. Utilities. The City shall be responsible for payment of all utilities associated with operation and use of the Facilities throughout the Term, including any and all utilities used during ESUSD’s use. The City shall take reasonable steps necessary to ensure the Facilities receive complete and uninterrupted utilities during any and all ESUSD use times, including, but not limited to, adequate electricity, heating, and lighting.

D. Access. The City shall provide ESUSD with access the Facilities during the times that ESUSD has scheduled use of the Facilities.

E. Parking. The Facilities has no parking facilities.

Section 6. Insurance.

A. ESUSD's Duty to Insure. ESUSD must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and ESUSD from and against any and all liability of City for damages arising out of or connected with use by ESUSD, its agents, employees, permittees, and students of the Facilities or any building, Facilities or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing City as additional insured must be provided to City. Said certificate must provide that City will receive thirty (30) days' notice of cancellation of said policy.

B. City's Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and ESUSD from and against any and all liability of ESUSD for damages arising out of or connected with use by City, its agents, employees, and permittees of the Facilities or any building, Facilities or equipment located thereon, including the Facilities Renovation. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing ESUSD as additional insured must be provided to ESUSD. Said certificate must provide that ESUSD will receive thirty (30) days' notice of cancellation of said policy.

Section 7. Indemnification.

A. ESUSD's Indemnification. ESUSD shall defend, indemnify, and hold harmless the City, its city council, officials, officers, agents and employees, from any cost, expense, liability, loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District's use of the Facilities or any building, Facilities or equipment located thereon.

B. City's Indemnification. City shall defend, indemnify, and hold harmless the District, its Governing Board, officials, officers, agents and employees, from any cost, expense, liability, loss, damage, injury or death to persons, or damage to or loss of property, including ESUSD property arising out of City's use of the Facilities or any building, Facilities or equipment located thereon.

The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 8. Scheduling. The City and ESUSD shall schedule use of the Facilities using the process set forth in the Joint Use Agreement entered into by the parties on or about October 2023 by meeting every six (6) months to establish schedules for use of the Facilities (“Scheduling Meetings”). Except for Acts of God, occurrences beyond the City’s reasonable control, the actions of ESUSD, required maintenance or repair activities, or involuntary destruction of the Facilities, if ESUSD is prevented from partially or entirely using the Facilities pursuant to this Agreement at the times reserved for ESUSD, ESUSD, at its sole discretion, may require the City provide an alternative time to use the Facilities in addition to the times set forth in the Master Agreement including requiring the City to cancel other previously scheduled special or regularly held events and classes. The Parties entered into a separate agreement in which the City granted ESUSD the right to use a separate pool facilities known as the “El Segundo Aquatics Center” located on a portion of the property 201 N. Douglas, El Segundo, CA 90245 (the “Aquatic Center”). As set forth in the Aquatic Center Agreement, the City granted ESUSD certain rights to use the Facilities (as defined in this Agreement) should ESUSD be prevented from using the Aquatic Center under certain specified conditions. Therefore, the Parties hereby acknowledge and agree that should any disruption of ESUSD’s use of the Aquatic Center occur, other than due to the fault of ESUSD, the Parties will each use reasonable efforts to coordinate and reschedule and City and ESUSD uses at the Facilities as originally established in the Scheduling Meetings, in order to grant ESUSD additional time to use the Facilities to compensate for such disruption. In the event there is a conflict that cannot be reasonably resolved by the Parties, ESUSD shall have the right to require the City to cancel other previously scheduled special or regularly held events and classes to provide ESUSD with such additional use time. If ESUD’s use rights are not met due to insufficient available time at the Facilities for a period of thirty days or more, ESUSD may immediately terminate this Agreement, and shall remain entitled to reimbursement as set forth in Section 10 below.

Section 9. Compliance with Law. City shall comply with all requirements, laws, ordinances, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Facilities. City shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals from any local, state or federal agency necessary for the use of the Facilities.

Section 10. Termination. In the event the City breaches any of the terms set forth herein, ESUSD may provide a written demand notice requiring the City to immediate address and rectify the breach. If the City refuses or fails to rectify or address the breach upon receipt of ESUSD’s notice in a timely manner, ESUSD may terminate this Agreement. Either Party may terminate this Agreement upon one (1) year’s written notice. Upon termination due to a breach by the City or the City’s provision of one year written notice to this Section, ESUSD shall be entitled to reimbursement of ESUSD Contribution on a pro-rata basis (the number of months elapsed since the Effective Date compared to 120 months).

Section 11. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement shall be governed by the laws of the State of California.

Section 12. Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to ESUSD: EL SEGUNDO UNIFIED SCHOOL DISTRICT
Attn: Jason Johnson, Ed.D. Superintendent
641 Sheldon St.
El Segundo, CA 90245
Telephone: (310) 615-2650
Email:jjohnson@esud.net

If to CITY: CITY OF EL SEGUNDO
Attn: City Clerk
City of El Segundo
El Segundo, CA 90245

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Parties in the manner provided for giving notice. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated.

Section 13. Attorneys' Fees; Litigation. In the event any action or suit is brought by a Party against another Party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the Parties concerning this Agreement, each Party shall be responsible for its own attorney's fees and costs.

Section 14. Agreement Terms.

A. Signs. ESUSD may only place temporary event signs on the Facilities upon receipt of prior written consent from the City, which shall not be unreasonably denied. ESUSD shall be responsible for all costs of any approved signage and comply with all applicable sign codes and ordinances.

B. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing, approved by the City Council and ESUSD Board and executed by ESUSD and City.

D. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

E. Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and ESUSD and City acknowledge and agree that they are each bound by the same.

F. Exhibits. Exhibit "A" attached to this Agreement are incorporated herein by this reference and made a part hereof.

G. Cooperation. Both City and ESUSD hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

DATED: _____

EL SEGUNDO SCHOOL DISTRICT

By: _____

DATED: _____

CITY OF EL SEGUNDO

By: _____

EXHIBIT "A"
DESCRIPTION AND MAP OF FACILITIES

**FIRST AMENDMENT TO FACILITIES USE AGREEMENT
BETWEEN EL SEGUNDO UNIFIED SCHOOL DISTRICT
AND THE CITY OF EL SEGUNDO FOR THE PLUNGE
SWIM CENTER**

This First Amendment (“Amendment”) to that certain agreement, dated January 22, 2019 and entitled, “FACILITIES USE AGREEMENT BETWEEN EL SEGUNDO UNIFIED SCHOOL DISTRICT AND THE CITY OF EL SEGUNDO FOR THE PLUNGE SWIM CENTER (“Agreement”) is made and entered into this [REDACTED] day of February 2025, by and between the City of El Segundo, a California general law city and municipal corporation (“City”), and the El Segundo Unified School District, a California unified school district, (“ESUSD”). The parties agree as follows:

1. Agreement Section 3 is amended in its entirety to read as follows:

Section 3. Facilities Renovation. City hereby confirms that it is in the process of designing and implementing renovation improvement work on the Facilities (the “Facilities Renovation”). City shall initially be responsible for all costs associated with the Facilities Renovation. Once the City has bid and awarded the project to a contractor the City shall provide adequate documentation establishing the estimated actual total cost of the Facilities Renovation to be incurred by the City (“Facilities Estimated Renovation Cost”), which shall be comprised solely of costs related to the architect hired to design the Facilities Renovation and costs related to the Contractor completing the Facilities Renovation. The Facilities Estimated Renovation Cost shall in no event include any indirect costs, including, but not limited to, any cost incurred to monitor, oversee, or approve of the Facilities Renovation, whether such indirect costs are incurred by the City through hiring independent consultants or salary or other payment made to City staff or employees. Upon receipt of the Facilities Estimated Renovation Cost, ESUSD, as consideration for the right to use the Facilities pursuant to this Agreement, shall pay City a contribution totaling the lesser of (i) twenty four percent (24%) of the Facilities Renovation Cost (“ESUSD Contribution”) or, (ii) One Million Dollars (\$1,000,000.00) regardless of the total Facilities Renovation Cost. ESUSD shall pay ESUSD Contribution within thirty (30) days of the construction contract and estimate being approved by the City for the Facilities Renovation.

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date. In accordance with Government Code §16.5, the parties agree that this Amendment 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.
3. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

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

CITY OF EL SEGUNDO

EL SEGUNDO UNIFIED SCHOOL DISTRICT

Darrell George,
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

ATTEST:

Susan Truax,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Non-Exclusive Commercial Franchise Update

RECOMMENDATION:

1. Authorize the Mayor to execute non-exclusive franchise agreements for the provision of commercial waste management services with Athens Services, American Reclamation, EDCO, Haul-Away Rubbish Service Co., Inc., Key Disposal & Recycling, Patriot Services, Republic Services, Universal Waste Systems, Ware Disposal, and Waste Management.
2. Alternatively, discuss and take other possible actions related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The El Segundo Municipal Code authorizes the City Council to determine the methods by which the City of El Segundo manages and regulates the storage, collection, transportation, processing, and disposal of solid waste. The City Council may choose to regulate through contract, permit, franchise (exclusive or non-exclusive), or another method (ESMC § 5-2-2). Currently, residential waste management services are provided by EDCO Disposal pursuant to an exclusive franchise agreement. Commercial waste management service providers, on the other hand, are authorized through a permitting system. At present, there are nine companies permitted to provide commercial waste management services to the approximately 610 retail/industrial accounts and 440 multifamily accounts. "Multifamily" refers to a building containing three or more dwelling units designed or arranged for occupancy by three or more households living independently.

The current code requires the public works director to issue a permit unless (i) the application is incomplete or inaccurate, (ii) the applicant has had a solid waste collection permit revoked within the prior 12 months, (iii) the applicant has failed to pay an

Non-Exclusive Commercial Franchise Update

February 18, 2025

Page 2 of 4

outstanding fine, or (iv) the public works director determines that a vehicle proposed the public works director determines that a vehicle proposed to be used in the collection and transport of solid waste pursuant to the permit does not conform to the required minimum standards (ESMC § 5-2-15). Aside from relatively minimal vehicle standards (i.e., the vehicles must prominently display the name of the service provider and must be designed, constructed, and configured to safely and securely collect and transport solid waste), there are no substantive qualifications required to obtain a permit.

DISCUSSION:

In recent years, state regulation of solid waste management has increased significantly. Failure to achieve and maintain compliance with applicable state laws and regulations can subject the City to significant fines. Consequently, it is becoming increasingly important to ensure that solid waste service providers have the demonstrated ability and expertise necessary to ensure compliance with the myriad of laws and regulations. This includes the new statewide mandatory organics collection regulation, SB 1383. For these reasons, staff feels it is in the City's best interest to transition from a permit-based system to a franchise-based model that will allow for greater oversight, regulatory compliance and accountability. The non-exclusive franchise model allows the City to choose from a range of service providers with established qualifications and expertise, while also affording the advantage of comprehensive franchise agreements that, among other things, detail the provider's duties and obligations, require insurance and indemnity guarantees recommended by the City's risk manager and attorney, and spell out agreed-upon fine amounts (liquidated damages) for various violations or the failure to meet specified requirements.

Transitioning from a permit-based system to an exclusive franchise model requires the City to provide notice to any permittee that has been lawfully providing solid waste services for more than three years (ESMC § 5-2-15(F)) Those permittees may then continue to provide services for up to five years after notification of the City's intent to transition. City staff provided the required notice on June 6, 2019. The five-year continued operation period afforded by state law expired on June 5, 2024, after which time the City may move exclusively to franchise-based commercial solid waste services.

The City employed a three-step process in its search for qualified service providers from which to obtain written proposals. This process began in November 2023 when the City released a Request for Qualifications for Commercial Solid Waste Collection, Recycling, and Disposal Services (RFQ). Twelve service providers responded to the RFQ. Public works staff, together with the City's solid waste services consultant, reviewed the responses and ultimately determined that all responders were qualified to submit proposals. Each of the twelve qualified responders was provided with a Request for Proposals (RFP) for Commercial Solid Waste Collection, Recycling, and Disposal Services on April 3, 2024, and directed to submit their proposals on or before April 29, 2024. Staff carefully evaluated each of the proposals to identify those that offer the

Non-Exclusive Commercial Franchise Update

February 18, 2025

Page 3 of 4

greatest value to the customers and the greatest assurance of compliance with all applicable laws and regulations. The top nine ranked proposers were invited to an in-person panel interview held at El Segundo City Hall that took place on June 19 and June 20, 2024. The panel consisted of public works staff, solid waste services consultant, the city manager and the environmental committee chair.

On November 5, 2024, staff recommended the execution of four non-exclusive franchise agreements for the provision of commercial waste management services. The four recommended haulers were the highest ranked proposers after a three-step evaluation process that included an in-person panel interview. During that meeting, council gave unanimous direction to extend the option of entering into a non-exclusive franchise agreement with all twelve commercial service providers who submitted a qualified proposal.

In December of 2024 and January of 2025, two separate email notifications were sent out to the original twelve proposers updating them with all current information along with a draft copy of the non-exclusive franchise agreement. All proposers were requested to inform our solid waste services consultant (Charles Abbott and Associates) of their intention to enter or not enter into a non-exclusive franchise agreement. Ten of the twelve original proposers responded with their intention to enter into the non-exclusive agreement. These include Athens Services, American Reclamation, EDCO, Haul-Away Rubbish Service Co., Inc; Key Disposal & Recycling, Patriot Services, Republic Services, Universal Waste Systems, Ware Disposal, Waste Management.

The proposed non-exclusive franchise agreements would be extended to all ten proposers who expressed interest. The proposed term for each agreement would two years each. The proposed start date for the agreements would be April 1, 2025, with a term of two years. All interested proposers currently operate within the city, so staff anticipates a fairly smooth transition from the current permit system to the recommended non-exclusive franchise agreements.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Goal 2: Support Community Safety and Preparedness

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

PREPARED BY:

Daniel Pankau, Environmental Programs Manager

Non-Exclusive Commercial Franchise Update

February 18, 2025

Page 4 of 4

REVIEWED BY:

Elias Sassoon, Public Works Director

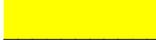
APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Non-Exclusive Commercial Solid Waste Franchise Agreement - Final

**NON-EXCLUSIVE COMMERCIAL DISCARDED
MATERIALS FRANCHISE AGREEMENT
BETWEEN THE CITY OF EL SEGUNDO AND**

, 2025

This page intentionally left blank

Table of Contents

Article I. Recitals.....	1
Article II. Definitions.	4
Article III. Grant Of Franchise	17
Article IV. Franchise Exclusions.....	20
Article V. Term	20
Article VI. Liability And Indemnification.....	23
Article VII. Insurance.....	25
Article VIII. Diversion Standards	29
Article IX. Types And Frequency Of Service.....	32
Article X. Operations	40
Article XI. Collection And Container Equipment And Personnel	52
Article XII. Privacy.....	55
Article XIII. Service Exceptions; Hazardous Waste Notifications; Contamination And Compliance Monitoring.	55
Article XIV. Customer Service	62
Article XV. Emergency Service.....	65
Article XVI. Ownership Of Discarded Materials And Recyclables.....	66
Article XVII. Rates And Billing	67
Article XVIII. Future Adjustments	70
Article XIX. Franchisee’s Books And Records; Audits.....	70

Article XX. The Act; Reporting Requirements71

Article XXI. Activities And Financial Reports; Adverse Information.....75

Article XXII. Security78

Article XXIII. Default and Remedies80

Article XXIV. City’s Additional Remedies83

Article XXV. Franchise Transfer; City Consent; Fees.....85

Article XXVI. Annual Review Of Performance And Quality Of Service87

Article XXVII. System And Services Review.87

Article XXVIII. Limitations Of Scope.....89

Article XXIX. General Provisions91

Article XXX. Miscellaneous Provisions94

List of Exhibits

Exhibit 1: Franchise Area of the Agreement.....	1
Exhibit 2: RESERVED	
Exhibit 3: Container Specifications.....	1
Exhibit 4: Planning Requirements and Customer Service and Education	1
Exhibit 5: Schedule of Liquidated Damages.....	1
Exhibit 6: City Request for Qualifications and Franchisee's Statement of Qualifications	1
Exhibit 7: City Request for Applications and Franchisee's Application for a Waste Collection and Recycling Franchise	1
Exhibit 8: Exhibit Reserved	1
Exhibit 9: Form of Guaranty	1
Exhibit 10: Schedule of Submittals.....	1
Exhibit 11: Example of the Method by Which Franchisee’s Waste Diversion Rate is to be Calculated and Reported to the City	1
Exhibit 12: RESERVED	
Exhibit 13: Reports	1
Exhibit 14: Approved Facilities List.....	1

**NON-EXCLUSIVE COMMERCIAL
DISCARDED MATERIALS FRANCHISE AGREEMENT BETWEEN
THE CITY OF EL SEGUNDO AND _____**

THIS AGREEMENT is made and entered into on _____, 2025 (“Effective Date”), by and between CITY OF EL SEGUNDO, a general law city and municipal corporation (“City”) and _____ (“Franchisee”). City and Franchisee may sometimes below be referred to as the “Parties.” The Parties agree as follows:

ARTICLE I. RECITALS

Section 1.01 The Parties enter into this Agreement with reference to the following facts, objectives, and understandings:

- A. The City finds it advances the health, safety, and welfare of the Residents, business, and visitors to the City to have an orderly and effective Collection and Disposal of Commercial Discarded Materials and to that end to award a non-exclusive Franchise Agreement to a qualified hauler of Discarded Materials;
- B. The California Integrated Waste Management Act of 1989 (Public Resources Code §§ 40000, *et seq.*; the “Act”) establishes a Discarded Materials management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse, and Recycling as integrated waste management practices and to meet the goals and objectives of the Act;
- C. The Act authorizes and requires local agencies to make adequate provisions for Discarded Materials Handling, within their respective jurisdictions;
- D. The Act provides that aspects of Discarded Materials Handling of local concern include, without limitation, frequency of Collection, means of Collection and transportation, level of services, charges and fees, and nature, location and extent of providing Discarded Materials services, and whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive Franchise, contract, license, or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency;

- E. City is obligated to protect the public health and safety of City's Residents and arrangements made by Discarded Materials enterprises and recyclers for the Collection of Discarded Materials should be made in a manner consistent with the exercise of City's police power for the protection of public health and safety;
- F. City and Franchisee are mindful of the provisions of the laws governing the safe Collection, transport, Recycling, and Disposal of Discarded Materials, including the Act, and including AB 341, AB 1826, AB 1594, SB 1383, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, *et seq.*, and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, *et seq.*;
- G. SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste Facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets;
- H. SB 1383 regulations require jurisdictions to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to Franchisee, acting as the City's designee, through this Agreement;
- I. City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107 (a) (3), and that it is Franchisee, an independent entity, not City, which is "arranging for" the collection from Premises in City's jurisdiction, the transport for disposal, the collection and recycling of Recyclable materials, and Discarded Materials which may contain hazardous substances, and processing of Organic Materials;
- J. There are no places within City's limits where active landfills are located, or which are suitable for the siting of a landfill and, therefore, Solid Waste must be exported from City;
- K. City and Franchisee agree that, subject to City's exercise of its right to require the use of

specific facilities as provided in Section 10.11 of this Agreement, it is Franchisee, and not City, that will select the landfill or Approved Disposal Facility destination of the non-recyclable Discarded Materials that Franchisee will arrange to Collect; that City has not and, by this Agreement, does not instruct Franchisee on its Collection methods, nor supervise Franchisee in the Collection of waste; and, nothing in this Agreement, or other action of City, must be construed to bar others from removing waste from Containers, nor to place title or right to possession to such waste in City or Franchisee (the Parties recognizing that whatever, if any, title Franchisee may gain to such waste is by operation of law, and is not the result of this Agreement);

- L. Franchisee represents and warrants to City that Franchisee has the experience, responsibility, qualifications, and knowledge of all Applicable Laws to conduct Recycling programs, provide City with information sufficient to meet City's reporting requirements under the Act, meet City's other requirements under the Act, and arrange with representatives of Premises in City for the Collection, safe transport, and Disposal of Discarded Materials which may contain small amounts of Hazardous Waste in compliance with California Health and Safety Code section 25143 in a safe manner which must minimize the adverse effects of Collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and
- M. The City Council determines and finds pursuant to Public Resources Code § 40059(a) (1) that the public interest, health, safety, and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of Collection vehicles, the implementation of measures consistent with City's Source Reduction and Recycling Component, and the protection of City against potential CERCLA liability, would be served if Franchisee were to be awarded a Franchise for Collection, Recycling, and Disposal of Commercial Discarded Materials from Premises in City.

ARTICLE II. DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement. Words and phrases not defined by this chapter have the meanings stated in the El Segundo Municipal Code (“ESMC”), the Public Resources Code, or other commonly used words found in federal, state, and local laws and regulations.

Section 2.01 “AB 939” or the “Act” means the California Integrated Waste Management Act of 1989, codified in part at Public Resources code §§ 40000 et. seq., as it may be amended from time to time, and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), previously the California Integrated Waste Management Board.

Section 2.02 RESERVED.

Section 2.03 “Administrator” means the City’s City Manager or designee.

Section 2.04 “Advanced Clean Fleet (ACF) Regulation” means 13 California Code of Regulations Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and Public Resources Code section 2016, as it may be amended from time to time, and as implemented by the regulations of the California Air Resources Board (“CARB”).

Section 2.05 “Agreement” or “Franchise Agreement” means this written agreement between City and Franchisee, and all Exhibits and documents incorporated by reference including (specifically) the Statement of Qualifications and Proposal submitted by Franchisee, governing provision of Discarded Materials Services, and any future amendments.

Section 2.06 “Applicable Law” means all federal, state, county, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, and processing of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, without limitation, AB 939, AB 341, AB 1826, and SB 1383.

Section 2.07 “Approved Disposal Facility(ies)” means the Disposal Facility that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.08 “Approved Facility(ies)” means any one of or any combination of the: Approved Disposal Facility(ies); Approved Recyclable Materials Processing Facility(ies); Approved Organic Materials Processing Facility(ies); Approved Transfer Facility(ies); Approved High Diversion Organic Waste Processing Facility(ies) and/or Approved Reusable Materials Processing Facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.09 “Approved High Diversion Organic Waste Processing Facility(ies)” means the High Diversion Organic Waste processing facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.10 “Approved Organic Materials Processing Facility(ies)” means the Organic Materials processing facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.11 “Approved Processing Facility(ies)” means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Reusable Materials Processing Facility that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.12 “Approved Recyclable Materials Processing Facility(ies)” means the Recyclable Materials processing facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.13 “Approved Reusable Materials Processing Facility(ies)” means the Reusable Materials processing facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.14 “Approved Transfer Facility(ies)” means transfer facility(ies) that was selected by Franchisee and approved by City as identified in Exhibit 14.

Section 2.15 “Backyard Service” or “Roll Out Service” means the Collection of a Cart or

Bin that includes the movement by Franchisee’s employees of the Cart or Bin from the Customer’s backyard, side yard, driveway, garage, or other location approved by the Administrator, to the Franchisee’s Collection vehicle and return of the Cart or Bin to such location.

Section 2.16 “Bins” means those Containers referred to as dumpsters and are provided for commercial, industrial, construction, and Multi-Family uses. Bins meet the criteria set forth in Exhibit 3.

Section 2.17 “Bulky Items” means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Discarded Materials and oversized yard waste such as tree trunks and large branches if no larger than two feet in diameter and four feet in length and similar large items discarded from Commercial Premises. Bulky Items do not include Hazardous Waste.

Section 2.18 “CalRecycle” means the California Department of Resources Recovery and Recycling.

Section 2.19 “Carts” means the Containers provided by the Franchisee to Customers of Recycling, Organic Materials, and Solid Waste services with two wheels attached for ease of transport by an individual and meet the criteria set forth in Exhibit 3.

Section 2.20 “City” or “Grantor” means the City of El Segundo, a general law city and municipal corporation.

Section 2.21 “City Limits” means the boundaries of City together with all amendments and changes thereto, which boundaries are shown by maps incorporated herein by reference, identified in Exhibit 1, and which are on file in the office of the City Clerk.

Section 2.22 RESERVED.

Section 2.23 RESERVED.

Section 2.24 “Collect” or “Collection” means the act of taking possession of Discarded Materials, Bulky Items, and other material at the place of generation in City.

Section 2.25 “Co-collection” means the Collection of Solid Waste and Recyclables in a Container.

Section 2.26 “Commercial Account” means an account for Discarded Materials collection and Recycling services provided to any Commercial Premises.

Section 2.27 “Commercial Discarded Materials” means all types of Discarded Materials generated by stores, offices, governmental institutions (except City facilities and state-run school systems) commercial and industrial sources, institutional uses, Multi-Family Premises, and all other uses except Residential Units.

Section 2.28 “Commercial Discarded Materials Container” or “Discarded Materials Bin” means those Containers used to transfer Discarded Materials from the Customers to Franchisee.

Section 2.29 “Commercial Premises” or “Commercial” means and refers to any store, commercial, industrial, office, Multi-Family premises, governmental institution (except City facilities and state-run school systems) or enterprise which generates Discarded Materials. “Commercial Premises” does not include Residential Units.

Section 2.30 “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 Cal. Code Regs. Section 17855(a)(4); or as otherwise defined in 14 Cal. Code Regs. Section 18982(a)(8).

Section 2.31 “Compostable Food Waste” means fruits, meats, seafood, bones, beans, bread, eggshells, napkins, paper plates, coffee grounds, vegetables, poultry, shellfish, rice, pasta, cheese, Food Soiled Paper, paper towels, tea bags, and other similar items.

Section 2.32 RESERVED.

Section 2.33 “Construction and Demolition Waste” means the discarded building materials, packaging, wood, plaster, rock or brick, drywall, cement, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, and other similar materials from buildings and other structures (except asbestos-containing materials or other Hazardous

Materials).

Section 2.34 “Consumer Price Index” or “CPI” means the Consumer Price Index (“CPI”), All Urban Consumers, All Items, Los Angeles-Long Beach-Anaheim, CA (CUURS49ASA0).

Section 2.35 “Container(s)” means Bins, Carts, compactors, and roll-off boxes.

Section 2.36 “Customer(s)” or “customer(s)” means the person(s) who has the day-to-day responsibility for Discarded Materials for Commercial Premises. The Customer may be either the occupant or owner of the Premises.

Section 2.37 “Designated Waste” Designated Waste consists of those substances classified as Designated Waste by the State, in Water Code Section 13173, as may be amended from time to time, and is defined as either of the following:

- A. Hazardous Waste that has been granted a variance from Hazardous Waste management requirements pursuant to Health and Safety Code Section 25143.
- B. Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the State as contained in the appropriate state water quality control plan.

Section 2.38 “Discarded Materials” means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a Container and/or at a location for the purposes of Collection by Franchisee, excluding Excluded Waste.

Section 2.39 “Discarded Materials Handling” or “Handling” means and includes the Collection, transportation, storage, transfer, disposal, or processing of Discarded Materials.

Section 2.40 “Disposal” or “Dispose” (or any variation thereof) means the final disposition of Discarded Materials or processing residue at a Disposal Facility.

Section 2.41 “Disposal Site” or “Disposal Facility” means any Solid Waste facility(ies)

used for the final disposal of Discarded Materials Collected by the Franchisee.

Section 2.42 “Diversion” and “Diverted from Disposal” (or any variation thereof) has the meaning set forth in Public Resources Code Section 40124 and means to prevent Disposal of Discarded Materials at landfill or transformation facilities (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, composting, anaerobic digestion, or other method of processing, pursuant to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material Handling and processing changes that may occur over the Term including, without limitation, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs, and/or other reasons deemed desirable by City.

Section 2.43 RESERVED.

Section 2.44 “Environmental Laws” means all federal and state statutes and county and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §§ 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 USC §§ 6902, *et seq.*; the Federal Clean Water Act, 33 USC §§ 1251, *et seq.*; the Toxic Substances Control Act, 15 USC §§ 1601, *et seq.*; the Occupational Safety and Health Act, 29 USC §§ 651, *et seq.*; the California Hazardous Waste Control Act, California Health and Safety Code §§ 25100, *et seq.*; the California Toxic Substances Control Act, California Health and Safety Code §§ 25300, *et seq.*; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, *et seq.*; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §§ 25249.5, *et seq.*; as currently in force or as later amended, and all rules and regulations promulgated thereunder.

Section 2.45 “E-waste” includes the wastes set forth in 22 California Code of Regulations § 66273.9 for consumer electronic devices, including CRT Devices, that exhibit characteristics of toxicity.

Section 2.46 “Excluded Waste” means hazardous substance, Hazardous Waste, infectious waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic

substances or material, waste that Franchisee reasonably believes would, as a result of or upon Disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Franchisee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Discarded Materials after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, or household batteries when properly placed for Collection by Franchisee as set forth in this Agreement.

Section 2.47 "Food Soiled Paper" means compostable paper material that has come in contact with food scraps or liquid, such as, without limitation, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Section 2.48 "Franchise" means the non-exclusive right and privilege granted pursuant to this Agreement, along with the other rights, obligations, and privileges set forth herein: (i) to arrange for the Collection of, and to Collect Discarded Materials, (ii) to transport Discarded Materials to landfill or other Approved Disposal Facilities as determined by Franchisee, and (iii) to recycle Discarded Materials generated and/or accumulated from Commercial Premises in the City Limits.

Section 2.49 "Franchise Area" means the area depicted on attached Exhibit 1, which is incorporated by reference and which may be changed in accordance with this Agreement as set forth below.

Section 2.50 "Franchisee" means [REDACTED] organized and existing under and by virtue of the laws of the State of California, with its principal place of business in Los Angeles County, and its lawful successors or assigns.

Section 2.51 "Fully Automated Collection" means a mechanized method of Collecting Solid Waste, Organic Materials, and Recyclables in which the operator of the Collection vehicle operates a mechanical device which secures a Container, such as a Bin, lifts the Container and

dumps the contents directly into the vehicle's collection area, and returns the Container to the curbside or other original position without leaving the vehicle.

Section 2.52 "Generator" means any person whose act or process produces Discarded Materials as defined herein, or whose act first causes Discarded Materials to become subject to regulation.

Section 2.53 "Gross Revenues" means any and all revenue or compensation in any form derived by Franchisee from services provided pursuant to this Agreement, except revenues received by Franchisee from the sale of Recyclables and any payments received from the State of California for Collecting or processing CRV materials.

Section 2.54 "Hazardous Waste" means any flammable, explosive, or radioactive materials or hazardous, toxic, or dangerous wastes, substances, or related materials or any other chemicals, materials, or substances, exposure to which is prohibited, limited or regulated by any federal, state, or local law or regulation, or which, even if not so regulated, may or could pose a hazard to public health and safety, including, without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances," or similarly identified in, pursuant to, or for purposes of, the California Discarded Materials Management, Resource Recovery and Recycling Act (Government. Code §§ 66700, *et seq.*); the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*); Health and Safety Code §§ 25117 or 25316, including the regulations promulgated thereto (see 22 Cal. Code of Regs. § 66261.3); any substances or mixture regulated under the Toxic Substance Control Act of 1976 (15 U.S.C. §§ 2601 *et seq.*); any "toxic pollutant" under the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*); any hazardous air pollutant under the Clean Air Act (42 U.S.C. §§ 7901 *et seq.*); any "hazardous waste" as defined by the Porter- Cologne Act, California Water Code, California Environmental Protection Agency or the California Integrated Waste Management Board, Federal Water Pollution Control Act, Hazardous Materials Transportation Act, by any Superfund or Superlien law, or any other federal, state, or local law or regulation. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Discarded Materials, the term "Hazardous Waste" has the broader, more encompassing definition.

Section 2.55 “High Diversion Organic Waste Processing Facility (HDOWPF)” has the meaning set forth in 14 CCR Section 18982(a)(33). Per SB 1383, the High Diversion Organic Waste Processing Facility is a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content recovery rate of 50% between January 1, 2022 and December 31, 2024, and 75% after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the Mixed Waste.

Section 2.56 “Holiday(s)” are defined as New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 2.57 “Materials Recovery Facility” means (i) A facility that separates secondary materials, such as mixed glass and metal containers, from the waste stream, and processes the materials for sale to end users; and (ii) a firm that purchases and markets Source Separated materials.

Section 2.58 “Mechanized Collection” refers to methods of Collecting Discarded Materials in which the operator of a Collection vehicle operates a mechanical device which secures a Bin or Cart which contains Discarded Materials and lifts the Bin or Cart and dumps the contents directly into the vehicle’s Collection area. “Mechanized Collection” includes Semi-Automated Collection and Fully Automated Collection.

Section 2.59 “Mixed Waste” means Mixed Waste Organic Collection Stream (as defined in 14 CCR 17402(a)(11.5)) and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be transported to a High Diversion Organic Materials Processing Facility.

Section 2.60 “Multi-Family” or “Multi-Family Premises” means a building containing three or more dwelling units designed or arranged for occupancy by three or more households living independently in which they may or may not share common entrances and/or other spaces.

Section 2.61 “Organic Material(s)” or “Organics” means yard trimmings and Compostable Food Waste, individually or collectively. No Discarded Material may be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste.

Section 2.62 “Organic Materials Bins” means those Bins which are used for transferring Organic Materials from the Customers to the Franchisee.

Section 2.63 “Organic Materials Carts” means those Carts which are to be used for transferring Organic Materials from the customers to the Franchisee.

Section 2.64 “Organic Materials Recycling” and “Organic Materials Recycling Service” means to recycle Organic Materials in accordance with the requirements of Applicable Law.

Section 2.65 “Premises” means any land or building in the City where Discarded Materials are generated or accumulated.

Section 2.66 “Proposition 218” means Articles XIII C and XIII C of the California Constitution and any implementing legislation relating thereto, as may be amended from time to time.

Section 2.67 RESERVED.

Section 2.68 “Recyclables” or “Recyclable Materials” means a material that can be reused or processed into a form suitable for reuse through reprocessing and remanufacture. This includes, without limitation, the following materials generated in or emanating from Commercial Premises that are no longer useful or wanted: glass jars and bottles; steel, bi-metal, and tin cans; empty aerosol containers; PET plastic; HDPE plastic; plastics types 3 – 7; plastic bags, shrink wrap, plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable and delivered to a drop-off center); juice boxes and milk cartons (aseptic packaging, Tetra Pak[®] and waxed cardboard); scrap metal, coat hangers, and metal foil; newspaper; mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, and non-metallic wrapping paper); and telephone books, and such other materials designated by City’s Administrator, or designated as Recyclables by the California Department of Resources Recycling and Recovery, or other agency with jurisdiction, and that are Collected by Franchisee pursuant to this Agreement, or such additional materials as the City Council may designate from time to time.

Section 2.69 “Recycling” means any process by which materials that would otherwise become Solid Waste are Collected (whether Source Separated, co-mingled, or as Mixed Waste),

separated or processed, and returned to the economic mainstream in the form of raw materials or products or materials that are salvaged or recovered for reuse.

Section 2.70 “Resident” or “Residential” means of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

Section 2.71 RESERVED.

Section 2.72 RESERVED.

Section 2.73 RESERVED.

Section 2.74 “Residential Unit(s)” means and includes (1) single-family dwelling units, (2) two-family dwelling units, and (3) an accessory dwelling unit located on a single-family property, as those terms are defined in ESMC Section 15-1-6. Each dwelling unit in a two-family dwelling is a separate residential unit and each accessory dwelling unit is a separate residential unit.

Section 2.75 “SB 54” means Public Resources Code Section 41821.5, as may be amended from time to time.

Section 2.76 “SB 1383” means Senate Bill 1383 of 2016 signed by the Governor on September 19, 2016, which added Health and Safety Code Sections 39730.5, 39730.6, 39730.7, and 39730.8, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants. For the purposes of this Agreement, SB 1383 also refers to the Short-Lived Climate Pollutants (SLCP): Organic Materials Reductions regulations developed by CalRecycle (California Code of Regulations, Title 17, Division 7, Chapter 12).

Section 2.77 “Scavenging” means the unauthorized removal of Recyclable Material. Scavenging is prohibited by Public Resources Code § 41950.

Section 2.78 “Self-Haul” or “Self-Hauler” means person who hauls Discarded Materials, recovered material, or any other material, that such person generates at their own Premises, to another person, or as otherwise defined in 14 Cal. Code of Regs. Section 18982(a)(66). Self-Hauler also includes a person who back-hauls waste from Premises they own and operate using

their own vehicles, employees, and equipment, as defined in 14 Cal. Code of Regs. Section 18982(a)(66)(A).

Section 2.79 “Semi-Automated Collection” means a mechanized method of Collection in which the operator of the Collection vehicle must get out of the vehicle in order to connect the Container, such as a Discarded Materials Bin, to a device which lifts the Container and dumps the contents directly into the vehicle’s collection area and returns the Container to Street level for placement at curbside or other position by the operator.

Section 2.80 “Service Level” refers to the size of a Customer’s Container(s) and the frequency of Collection service.

Section 2.81 “Single-Family” or “Single-Family Dwelling” means a building containing no more than one dwelling unit designed for occupancy by not more than one household.

Section 2.82 “Solid Waste” is defined in Public Resources Code § 40191.

Section 2.83 “Source Separated” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, composting, recovery, or reuse.

Section 2.84 “Special Waste” means Discarded Materials that is a “designated waste” under Applicable Law, is required to be accompanied by a written manifest or shipping document describing the waste under Applicable Law, or that requires special Handling at any processing facility or Disposal Site.

Section 2.85 “Streets” means the public streets, ways, alleys, and places within City as the same now or may hereafter exist, and in which City has the authority to grant a Franchise.

Section 2.86 “Temporary Service” means Discarded Materials Handling Services provided by Franchisee on an as-needed and temporary basis to any Premises within City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporary placed Bins or roll-off boxes, excluding Self-Hauled waste.

Section 2.87 “Term” means the Term of this Agreement, as provided for in Section 5.01.

Section 2.88 “Two-Family Dwelling” means a building containing two dwelling units designed or arranged for occupancy by two households living independently. Two-Family Dwelling includes duplexes.

Section 2.89 “Universal Waste” means waste materials that are conditionally exempt from classification as Hazardous Waste pursuant to 22 California Code of Regulations § 66261.9, including, without limitation, batteries, computers and peripherals, printers, CRT monitors, televisions, electronic equipment, and cathode ray tubes.

Section 2.90 “White Goods” means enameled household appliances, such as refrigerators, stoves, washers and dryers, water heaters, dishwashers, trash compactors, and similar items discarded from Premises covered by this Agreement.

Section 2.91 “Working Day(s)” means days on which Franchisee is required to provide regularly scheduled Collection services under this Agreement.

Section 2.92 “Yard Trimmings” means any wastes generated from the maintenance or alteration of public, commercial, industrial, or multi-family landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds, or as otherwise defined in 14 Cal. Code of Regs. Section 117852(43).

ARTICLE III. GRANT OF FRANCHISE

Section 3.01 Grant. Subject to the terms of this Agreement and all Applicable Laws and regulations, the City Council grants to Franchisee the duty, right, and privilege to operate and conduct a non-exclusive Franchise to Collect, transfer, recycle, compost, and Dispose of Discarded Materials, including Recyclables and/or Organic Materials from Commercial Premises within City’s jurisdiction as set forth in the attached Exhibit 1, which is incorporated by reference. City grants Franchisee a non-exclusive license to make and enter into independent arrangements with Commercial Premises in the City in the area covered by the Franchise.

Section 3.02 Franchisee agrees to be bound by and comply with all the requirements of this Agreement and to comply with all federal, state, and local laws and regulations whether or not they are specifically addressed by the provisions in this Agreement.

Section 3.03 Franchisee waives any right it may have to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation. Franchisee waives any right or claim to serve Commercial Premises in the City as its boundaries exist as of the date of the execution of this Agreement under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under the Public Resources Code. This Franchise is subject to all of the provisions of this Agreement, and to any rights, if any, which may be held by any other Discarded Materials enterprise holding rights pursuant to Public Resources Code Section 49520 or other laws.

Section 3.04 Warranties of Franchisee. Franchisee warrants and represents the following: Franchisee is a company duly organized, validly existing, and in good standing under the laws of California and is qualified and has the authority to carry out the business required by this Agreement. Franchisee has, through all actions required by law by its owners or Board, the authority to enter into this Agreement and the person(s) signing this Agreement have the authority to do so. Franchisee's officers, directors, or owners have not been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering, or illegal transport of Hazardous Materials. Franchisee must obtain and maintain all necessary federal, state, and local business licenses and permits.

Section 3.05 RESERVED.

Section 3.06 City's prior rights. All privileges set forth in this Agreement are subordinate to any prior lawful use and occupancy of City's Streets. However, City represents that there are and will be no material restrictions on Franchisee's ability to utilize City's Streets to carry out its obligations pursuant to this Agreement.

Section 3.07 Cost of operating Franchise. Any act permitted by this Agreement must be performed at Franchisee's own expense, unless expressly provided otherwise in this Franchise or Applicable Law.

Section 3.08 Annexation. Nothing in this Franchise extends Franchisee's rights under this Agreement to territory that may be annexed to City's jurisdiction after this Agreement becomes effective. The Parties may, but are not required to, negotiate for extending Franchisee's Franchise to any such annexed territory.

Section 3.09 The effectiveness of this Agreement, and the performance of the City's obligations, are subject to the satisfaction of all conditions set out below, any of which may be waived by the City in whole or in part:

- A. Accuracy of Representations. Representations and warranties made by the Franchisee in this Agreement are true and correct as of the operative date.
- B. Furnishing of Insurance and Bonds. Franchisee has furnished evidence satisfactory to the City Manager of the insurance and bonds required by the ESMC and this Agreement.

Section 3.10 Delegation of Authority. Administration of this Agreement by City will be under the supervision and direction of the City Manager. Any and all actions specified in this Agreement, unless otherwise stated, will be taken by the City Manager.

Section 3.11 General. City may direct Franchisee to perform additional services (including new Diversion programs, etc.), or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new Collection methods, different kinds of services or new requirements for customers, are included among the kinds of changes that City may direct.

Section 3.12 New Diversion Programs. In conjunction with the requirements of this Agreement, Franchisee must present, within 30 days of a request from City, a proposal to provide additional or expanded Diversion services. The proposal must contain a complete description of the following:

- A. Collection methodology to be employed (e.g., equipment and manpower);
- B. Equipment to be used (e.g., vehicle number, types, capacity, and age);
- C. Labor requirements (e.g., number of employees by classification);
- D. Type of Containers to be used;
- E. Program publicity, education, and marketing; and
- F. Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions.

Section 3.13 City's Right to Contract with Additional Service Providers. Franchisee acknowledges and understands that the franchise granted hereunder is non-exclusive and that City, in its sole discretion, may authorize and contract with other entities to provide the same or similar Commercial Discarded Materials Handling services, including, without limitation, additional Commercial Discarded Materials Handling services which are not otherwise provided for in this Agreement. There is no limit to the number of entities to which the City may award non-exclusive franchises for the provision of Commercial Discarded Materials Handling services.

ARTICLE IV. FRANCHISE EXCLUSIONS

Section 4.01 Gardeners and Landscapers. This Agreement does not prohibit gardeners and landscapers from Collecting, transporting, and composting or Disposing of green waste, as long as they transport such green waste to a Compostable Materials Handling Facility or a Composting Facility, as defined in 14 Cal. Code of Regs. § 17852, or other site permitted (or exempt from permitting) by CalRecycle in accordance with all governing laws and regulations.

Section 4.02 Sale or Gift of Recyclable Materials. This Agreement does not prohibit any person from selling Recyclable Materials or giving Recyclable Materials away to persons or entities other than Franchisee.

Section 4.03 See additional limitations on scope in Article XXVIII.

ARTICLE V. TERM

Section 5.01 **The Term of this Agreement is for a period of two years commencing on _____, 2025, and ending at midnight on _____, 2027.**

Section 5.02 Notwithstanding any other provision of this Agreement, Franchisee is authorized to distribute Containers to Customers who choose to contract with Franchisee or otherwise utilize Franchisee's services commencing **on or after April 1, 2025**. Franchisee must use its best efforts to avoid conflicts with the company currently providing services to Customers and avoid interfering with services currently being provided to such Customers. All

Customers serviced by the Franchisee must have Solid Waste, Recycling, and Organic Materials services in compliance with SB 1383, unless provided a waiver by City.

Section 5.03 Franchisee is required to cooperate with City and any successor operator (by providing, e.g., access to landfill destination information, insurance and indemnification, and an insurance policy repository) beyond the period during which Collection services are to be pursuant to this Agreement.

ARTICLE VI. LIABILITY AND INDEMNIFICATION

Section 6.01 Franchisee agrees to the following:

- A. Franchisee, upon demand of City, made by and through City, must defend (with counsel reasonably acceptable to City), indemnify and hold harmless City, its elected officials, officers, employees, volunteers, and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities, or judgments, including City's or any prevailing party other than City, reasonable attorneys' fees and costs (collectively, "Claims") arising out of or resulting in any way from the awarding or execution of or Franchisee's exercise of the Franchise granted by this Agreement, including Franchisee's performance under this Agreement, unless such Claim is due to the sole negligence or willful acts of City, its elected officials, officers, employees, agents, or contractors. The duty of Franchisee to defend, indemnify, and hold City harmless pursuant to this Section includes, without limitation, the following:
 1. Claims by government agencies or other third parties, whether judicial, administrative, or otherwise, including, without limitation Claims over the definitions of "Discarded Materials" or "Solid Waste" or "Recyclable Material" or "Organic Materials" or the limits of City's authority with respect to the grant of licenses, or Agreements (including this Agreement), exclusive or otherwise, asserting Claims under the Dormant Commerce Clause, anti-tug laws, or any other federal or state law, including, without limitation, Proposition 218.
 2. Environmental Indemnification. Claims arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to

- governmental action) concerning any Hazardous Waste in any Discarded Materials Collected by Franchisee pursuant to this Agreement which is or has been transported, transferred, processed, stored, Disposed of, or which has otherwise come to be located by Franchisee or its activities pursuant to this Agreement result in a release of a Hazardous Waste into the environment.
3. Claims arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste in any Discarded Materials Collected by Franchisee pursuant to this Agreement which is or has been transported, transferred, processed, stored, Disposed of, or which has otherwise come to be located by Franchisee or its activities pursuant to this Agreement and result in a release of a Hazardous Waste into the environment.
 4. With respect to Discarded Materials Collected by Franchisee pursuant to this Agreement which has been Disposed of at places not owned or operated by Franchisee, Franchisee must (i) defend, indemnify, and hold City harmless, as provided above; (ii) at City's sole discretion, cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification in a form satisfactory to City, or (iii) provide any combination of indemnification by the alternate facility and Franchisee satisfactory to City.
 5. This Section is intended to operate as an Agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S.C. § 9607(e), and Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify from all forms of liability under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., or other similar federal, state or local law or regulation for any and all matters addressed in this Section.
 6. CalRecycle Indemnification and Guarantee. Franchisee's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by Franchisee with respect to Franchisee's obligations under this Agreement, and such

failure is: (i) due to the failure of Franchisee to meet its obligations under this Agreement; or, (ii) due to Franchisee's delay in providing information that prevents Franchisee or County from submitting reports to regulators in a timely manner.

- B. For purposes of this Section, "City" includes City's officers; elected and appointed officials; employees; agents; representatives; and volunteers.
- C. Franchisee 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.

Section 6.02 The requirements as to the types and limits of insurance coverage to be maintained by Franchisee 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 Franchisee pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

ARTICLE VII. INSURANCE

Section 7.01 Before commencing performance under this Agreement, and at all times this Agreement is effective, Franchisee must provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Franchisee, its agents, representatives, or employees. The following insurance requirements will survive the termination of this Agreement. Insurance must be placed with California-admitted insurers with a current A.M. Best's rating of not less than A:VII.

Section 7.02 Franchisee will furnish to City duly authenticated endorsements and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must reflect that the insurer will provide 30 days' notice of any

cancellation of coverage, except Workers Compensation/Employer's Liability, to the City. Franchisee 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.

Section 7.03 Insurance Coverage must meet City's insurance requirements in accordance with the limits in this Agreement.

Section 7.04 Other Insurance Provisions. Insurance policies required by this Agreement must contain the following provisions:

- A. All Policies. Each insurance policy, except Workers Compensation/Employer's Liability, must be endorsed and state the coverage may not be suspended, voided, cancelled by the insurer or either party to this Agreement, or reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

Section 7.05 Franchisee must maintain limits of insurance in not less than:

- A. General Liability: \$10,000,000 aggregate and \$10,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit applies separately to the activities related to this Agreement or the general aggregate limit must be twice the required occurrence limit;
- B. Automobile Liability: \$10,000,000 per accident for bodily injury and property damage;
- C. Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and,
- D. Contractor's Pollution Liability Insurance: \$4,000,000 per occurrence.

Section 7.06 General Liability and Automobile Liability Coverages and Contractor's Pollution Liability Insurance. City, its officers, officials, employees, and volunteers are to be covered as additional insureds, via blanket-form endorsement, as respects: liability arising out of

activities Franchisee performs, products, and completed operations of Franchisee; Premises owned, occupied, or used by Franchisee; or automobiles owned, leased, or hired or borrowed by Franchisee. The coverage may not contain special limitations on the scope of protection afforded to City, its officers, officials, or employees such that any other insurance that may be carried by City will be excess thereto. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable, materially changed, or subject to reduction except upon 30 days’ prior written notice to City via blanket-form notice of cancellation endorsement.

- A. Franchisee’s insurance coverage must be primary insurance with respect to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers must apply in excess of, and not contribute with, Franchisee’s insurance.
- B. Franchisee’s insurance applies separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer’s liability.
- C. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties do not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- D. Commercial general liability insurance coverage must be at least as broad as ISO-CGL Form No. CG 00 01. 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. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon 30 days’ prior written notice to City. Automobile coverage must be at least as broad as ISO Business Auto Coverage Form CA 00 01, including symbol 1 (Any Auto). The Automobile Liability policy must be endorsed to add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

Section 7.07 Workers’ Compensation and Employer’s Liability Coverage. Unless the Administrator otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against City, its officers, officials, employees, and agents for losses arising from work performed by Franchisee.

Section 7.08 Other Insurance Requirements. Franchisee agrees to deposit with City, at or before the Effective Date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Franchisee furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- A. Franchisee must furnish certificates and endorsements from each subcontractor which physically performs work in City identical to those Franchisee provides.
- B. Each insurance policy, except Workers Compensation/Employer's Liability, must be endorsed and state the coverage may not be suspended, voided, cancelled or non-renewed by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.
- C. Any deductibles or self-insured retentions must be declared to and approved by City in its reasonable judgment. At City's option, either the insurer must reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Franchisee must procure a bond, in a form approved by the City Attorney, guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- D. Procuring such required policy or policies of insurance may not be construed to limit Franchisee's liability nor satisfy the indemnification provisions and requirements of this Agreement.

Section 7.09 Should Franchisee, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may, at its option, obtain such coverage at Franchisee's expense or terminate this Agreement.

Section 7.10 Self-Insurance. To the extent provided by law, all or any part of any required insurance may be provided under a plan of self-insurance approved by the State of California.

ARTICLE VIII. DIVERSION STANDARDS

Section 8.01 This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989 (AB 939, the "Act"), AB 341, AB 1826, and SB 1383, as such from time to time may be amended and as implemented by the regulations of the California Department of Resources Recycling and Recovery ("Regulations"), as they from time to time may be amended, and City's Source Reduction and Recycling Element, as such may be amended from time to time. Franchisee must comply with both performance standards identified in Sections 8.01.A and 8.01.B with respect to the services provided under this Agreement.

- A. Franchisee agrees to work with City in order to facilitate compliance with the Act and subsequent California law including, without limitation, Public Resources Code § 41780. In the event of a determination by CalRecycle that City failed or will fail to meet its 50% Diversion rate because the waste stream under the control of Franchisee is found to be non-compliant with such goals, Franchisee and City agree to negotiate in good faith any additional Diversion programs or services that may be required to facilitate such compliance at no additional cost to the City or Customers.
- B. Franchisee agrees to maintain a minimum monthly Diversion rate of 50% of all Discarded Materials collected by the Franchisee. If Franchisee is in full programmatic compliance with the terms of this Agreement, qualifying diversion may include all Discarded Materials collected by the Franchisee and diverted from disposal, together with documented tonnage that Customers divert through self-hauling, backhauling, and/or the use of third-party recyclers. If this combination results in a 50% diversion rate, Franchisee would not be subject to Liquidated Damages pursuant to Section 8.02 or Exhibit 5, Section 1.1. To obtain credit for diversion accomplished by Customers through self-hauling, backhauling, or the use of third-party recyclers, Franchisee must provide proof satisfactory to the Administrator, which shall include a certified statement from the Franchisee, together with documentation from the Customer evidencing the type and quantity of Discarded Materials diverted from disposal and the destination thereof. Exhibit 11 sets forth how the 50% diversion rate must be calculated and reported. Diversion accomplished through self-hauling, backhauling, or third-party recyclers must be documented on a form approved by the Administrator.

- C. If Franchisee utilizes the services of a material recovery facility, composting facility, or other processing facility to divert or recycle Solid Waste, Recyclable Materials, or Organic Materials received from other jurisdictions, Franchisee must base its calculation of the quantities diverted from disposal at these facilities that is reported to the City, on the characteristics of the Solid Waste, Recyclable Materials, or Organic Materials Collected in the City. To satisfy this requirement, it may be necessary for Franchisee to conduct periodic characterization studies of the Solid Waste, Recyclable Materials and Organic Materials collected in the City by the Franchisee. City will determine if and when such studies are to be conducted. The method by which these studies are to be conducted is subject to approval by the Administrator.
- D. Upon request by the Administrator, Franchisee must provide details of the methods and calculations Franchisee uses to determine the quantities of Solid Waste, Recyclable Materials and/or Organic Materials Franchisee reported to City as being diverted from disposal. Franchisee must provide this information within 10 business days of being requested to do so by the Administrator.
- E. Franchisee must provide documentation to the City within thirty days of the end of each calendar year stating and supporting that calendar year's Diversion rate. Diversion from sources other than Franchisee's Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials and Organic Materials Diverted by other enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of Self-Haulers) is not to be counted as Diversion achieved by Franchisee.

Section 8.02 To the extent City receives AB 939 credit for any other Diversion within the City, such Diversion can, with City's consent which may be withheld by the City in its sole and absolute discretion, be used by Franchisee to achieve AB 939 compliance and the above performance standards. However, such cannot be relied upon by Franchisee for purposes of achieving AB 939 compliance or the performance standards. Any failure to attain AB 939 compliance or meet the minimum Diversion rate is a material breach of this Agreement and is subject to termination and/or liquidated damages. Additionally, any such breach will result in Franchisee being liable for any and all damages resulting from such breach.

Section 8.03 Construction and Demolition Debris Diversion. Franchisee must Divert from landfilling the State-mandated Construction and Demolition Debris Diversion percentage, currently at 65% of all Construction and Demolition Waste Franchisee Collects under this Agreement. Franchisee must maintain all records necessary for purposes of reporting and auditing this activity for each construction and demolition project with Collection services performed by Franchisee, at no additional charge. Any failure to Recycle such is a material breach of this Agreement.

Section 8.04 Franchisee must cooperate with City in Solid Waste, Recyclable Materials, and Organic Materials waste characterization studies and waste stream audits and implement measures adequate to achieve City's source reduction, Recycling and waste stream Diversion goals for the Discarded Materials stream covered by this Agreement. City established and maintained a Source Reduction and Recycling Element that was approved by the California Department of Resources Recycling and Recovery.

- A. Franchisee must provide City with a Waste Disposal and Diversion Plan as described in this Agreement by May 1, 2025, and whenever the plan is changed or updated. This Plan must identify the arrangements Franchisee made for the secure and cost-effective Disposal of Discarded Materials for the remainder of the Term of this Agreement and include a description of the Franchisee's plans for satisfying the waste Diversion requirements of this Agreement. City must provide Franchisee with a template for use in preparing this plan which must specify the minimum acceptable standards for this plan.
- B. When requested by City, Franchisee must furnish City with full access to its transfer, processing, composting, maintenance, and Disposal facilities for purposes of determining compliance with requirements of this Agreement.

Section 8.05 The parties desire that Franchisee achieve the greatest Diversion possible under this Agreement. In evaluating the Diversion programs and Diversion rates, City may consider, without limitation, actual tons of Diversion, program effectiveness, comparison to other jurisdictions programs and Diversion rates, exercise by City of rights to designate facilities to be used by Franchisee in this Agreement, third-party Diversion before Franchisee Collection of Discarded Materials, changes in the industry and/or state laws, and other reasonably relevant factors. The parties may execute an amendment to this Agreement reflecting any changes in the

Diversion rates hereunder.

ARTICLE IX. TYPES AND FREQUENCY OF SERVICE

Section 9.01 Public Health and Safety - General. In order to protect the public health and safety, arrangements made by Franchisee with its Commercial Premises Customers within City's jurisdiction for the Collection of Discarded Materials must provide for the Collection (using Fully Automated Collection wherever possible and using Semi-Automated Collection where Fully Automated Collection is not possible) of such waste generated or accumulated by Commercial Premises within the City as needed but at least once per week. All Discarded Materials that are not recycled must be Disposed at an Approved Disposal Facility. With respect to the Containers, Franchisee is responsible for providing Customers with an adequate number of Containers and to work with Customers to ensure that the total weekly Container capacity provided to Customer is adequate. The schedule and routes for Collection must be prepared by the Franchisee and provided to the Administrator before being implemented. The schedule and route must be designed to minimize the total vehicle miles and time required to service Customers. Franchisee must provide Customers with written notice of their scheduled day of Collection and provide at least 30 days' written notice of any change to such Collection date.

- A. Dedicated Routes. Franchisee must establish dedicated routes for Solid Waste, Recyclables, and Organic Materials. Unless authorized by the Administrator in writing, during its Collection process, Franchisee may not commingle Discarded Materials Collected within City with Discarded Materials Collected in other cities and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for other jurisdictions it may service. In the event that Franchisee demonstrates to the Administrator that it is unable to meet this requirement, the Franchisee shall use an allocation method as determined by the Administrator to properly allocate the tonnage within each multi-jurisdictional load to the appropriate jurisdiction. Additionally, the Franchisee shall provide to the Administrator with each monthly tonnage report information deemed necessary by the Administrator in order to validate the tonnages reported by the Franchisee including, without limitation, for each multi-jurisdictional load: (1) the number of collection points, Container size, and frequency of Collection, by jurisdiction, and (2) total tonnage of each multi-jurisdictional load.

- B. Container Overage. If a Customer selects a Service Level with a weekly Container capacity that is inadequate to meet its weekly generation of waste such that the Customer's Carts or Container(s) are regularly overfilled and spilling litter on Collection day, and the situation has been documented in photographs by Franchisee's employees on at least four Collection days in an eight week period, then Franchisee must report this situation to the Administrator and, if the Administrator approves, Franchisee must provide the Customer with Containers that match the Customer's weekly waste generation and bill the Customer for the new Service Level.

Section 9.02 Commercial Premises Discarded Materials Collection Services.

- A. Franchisee must provide all Customers with at least the following three types of Containers for separating Solid Waste: (i) Recyclable Material Container(s), (ii) Organic Material Container(s), and (iii) Solid Waste Container(s). Solid Waste, Organic Materials, and Recyclable Materials Collection must be provided in accordance with the requirements of all Applicable Law. Franchisee shall Collect Solid Waste and Organic Materials at least once per week from each Customer. Franchisee shall collect Recyclable Materials from each Customer at least once every other week. If more frequent collection of Solid Waste, Organic Materials, or Recyclable Materials is necessary to ensure the Customer's premises does not harbor vermin, become unsightly, a source of odors, or otherwise a nuisance, more frequent collection must be provided.
- B. Franchisee agrees to provide new Fully Automated Collection Carts or cleaned and newly painted Bins, as applicable, to all of its Commercial Premises Customers upon commencement of service. Carts must be new wheeled Carts with lids that meet the specifications in Exhibit 3. Franchisee must replace or repair before the Customer's next service date, at no expense to Customers or City, Containers that have been reported to have been stolen and/or damaged.

Section 9.03 In the case of a complaint of a missed Collection, Franchisee must make the Collection on the date of the call if the call is received before 3:00 p.m. If notified after 3:00 p.m., Franchisee must Collect the Discarded Materials no later than the next day.

Section 9.04 Reserved.

Section 9.05 Reserved.

Section 9.06 Reserved.

Section 9.07 Hours of Collection. Franchisee agrees that in order to protect the peace and quiet of the City's residents, its arrangements for the Collection of Discarded Materials for may not start before 7:00 a.m. or continue after 7:00 p.m., Monday through Sunday.

Section 9.08 Collection on Holidays. Franchisee informed City that Franchisee's arrangements with its Customers will provide that if the day of Collection on any given route falls on a legal Holiday, i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, observed by the Materials Recovery Facility, landfill, or other lawful Disposal site to which refuse Collected within the Franchise Area is taken for Disposal, Franchisee must provide Collection service for such route on the day following such Holiday (except Sundays) and not provide Collection service on such Holiday. Franchisee must inform City before the commencement of services under this Agreement of the Holidays that it will not be providing services.

Section 9.09 Identification of Commercial Edible Food Generators. Franchisee must assist the City with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. Not later than 30 days after the Effective Date of the Agreement, and annually thereafter, the Franchisee must identify and provide a list to the City of Commercial Customers that qualify, or appear to qualify, as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement. The list must include, at a minimum: the Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business as it relates to the categories of entities specified under the definitions of Tier One and Tier Two Commercial Edible Food Generators. The Franchisee must update this information annually, maintain an up-to-date database, and include this information in the Franchisee's annual report, in accordance with Exhibit 13. Additionally, Franchisee must coordinate food rescue and donation efforts with each Tier One and Tier Two Customer. Franchisee must perform quarterly examinations of routes for food donation opportunities and report results to the City and food rescue organizations.

Section 9.10 Procurement of Recovered Organic Waste Products. Franchisee must procure

sufficient California derived compost, mulch, and/or renewable natural gas (RNG), or achieve compliance through other methods approved by CalRecycle, split proportionally amongst all Franchisees holding a Commercial Franchise in the City, of the City's requirement for recovered organic waste products of 0.08 tons per capita per year as specified in Applicable Law.

Franchisee must meet this obligation by one or a combination of the following activities:

- A. Bulk Compost and/or Mulch Reserved for Jurisdiction - Franchisee must make available for City compost or mulch in an amount requested by City for use at City's parks and facilities at no cost to City. Franchisee must be responsible for finding end-users for any remaining compost or mulch. The end users may be within the City or outside of the City.
- B. Use of RNG in Collection vehicles.
- C. Procurement of procurement compliance attributes from SB 1383 eligible products, including RNG or biomass-to-electricity. The procured amount of procurement compliance attributes cannot exceed the amount Franchisee uses for City-related operations for each year.
- D. Other methods approved by CalRecycle.

Section 9.11 SB 1383 Procurement. Franchisee agrees that any compost, mulch, or both, provided through this Agreement must comply with the municipal procurement requirements of SB 1383, including being generated from California organic waste products, as defined by SB 1383 for each applicable material type.

Section 9.12 Franchisee Warranty of Recovered Organic Waste Products. Franchisee must provide assurance through the execution of a liability waiver stating that all organic waste products provided by the Franchisee and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of City and meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 Cal. Code of Regs. Section 17852(a)(24.5)(A)(1) through (3). The Franchisee must indemnify and hold harmless City against any claims arising from contaminated recovered organic waste products provided by the Franchisee as set forth in

this Section.

Section 9.13 Franchisee must Collect and remove all Discarded Materials placed in Containers from all Commercial Premises affected by this Agreement within City in conformance with the minimum frequency set forth in Applicable Law to prevent overflows and spillage from Bins.

Section 9.14 The work to be performed by Franchisee includes, without limitation, furnishing of all labor, supervision, equipment, materials, supplies, and other items necessary to perform the services required. The designation of, and specification of requirements for, particular items of labor or equipment does not relieve Franchisee of the duty to furnish all others, as may be required, whether or not identified elsewhere in this Agreement.

Section 9.15 The work to be performed by Franchisee will be performed in a thorough and professional manner so that customers within City are provided with reliable, courteous, and high-quality Discarded Materials Collection services at all times during the Term of this Agreement.

Section 9.16 Bulky Items Pick-Up. Franchisee must offer Bulky Items pick-ups to Customers. Bulky Items pickups must be “on call” and completed by the next regularly scheduled Collection day from the time a Customer makes a request for such service. There are no other size or weight restrictions with respect to Bulky Items except that Franchisee is not required to remove automobile bodies, or any other items which may not be safely handled by two persons. Bulky Items Collected by Franchisee may not be landfilled or Disposed of until the following hierarchy has been followed by Franchisee:

- A. Reuse as is
- B. Disassemble for reuse or Recycling
- C. Transport Bulky Items and reusable items to the appropriate Approved Facility for reuse, processing
- D. Transport yard waste to the Approved Organic Materials Processing Facility for processing

E. Transport paper products to the Approved Source Separated Recyclable Materials Processing Facility for processing

F. Disposal

Section 9.17 Franchisee agrees to develop and carry out a community relations program acceptable to City for information related to Bulky Items.

Section 9.18 Franchisee must comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including, without limitation 40 C.F.R. Part 82.

Section 9.19 Reserved.

Section 9.20 Electronic Waste. This service is not included in the franchise.

Section 9.21 Temporary Service. Franchisee is authorized by this Agreement to provide temporary Bin services required by Customers due to unusually high volume of Customer needs for Solid Waste, Recycling, Organic Materials, or Construction and Demolition Waste pick-up. Franchisee does not have the exclusive right to provide temporary Bin service. Temporary Bin service may be provided by Franchisee, any other entity holding a Commercial Franchise in the City, or any entity granted a permit by City to provide Temporary Bin service. Franchisee may not represent that it has the exclusive right to provide temporary Bin service.

Section 9.22 Roll-Out Service. Franchisee must offer a roll-out service for Customers that wish for Franchisee move/roll their Container(s) to the curb or normal pick-up location at the time of collection. Franchisee may charge Customers for such service.

Section 9.23 Reserved.

Section 9.24 Reserved.

Section 9.25 Reserved.

Section 9.26 Reserved.

Section 9.27 Reserved.

Section 9.28 Warning Notice. Franchisee must notify customers who have non-Recyclable Materials in their Source Separated Recyclable Materials Container or non-Organic Materials in their Organic Materials Container in accordance with procedures to be agreed upon between City and Franchisee. If, after following this procedure, the Container continues to be contaminated, Franchisee may remove the Container from customers who fail to sort properly and who fail to segregate Recyclable Materials and Organic Materials in accordance with City-approved policy. Franchisee must report to City on all warning notices that have been issued of issuing the notice on a monthly basis. Sending a copy of the notice(s) with the monthly report will satisfy this requirement.

ARTICLE X. OPERATIONS

Section 10.01 Operations.

- A. Hours of Collection. Franchisee's arrangements for Collecting Discarded Materials must provide that Collections cannot start before 7 a.m. or continue after 7 p.m. on any day. This time may be extended occasionally in the event that Collection is delayed due to unanticipated mechanical breakdown of equipment, unanticipated illnesses of designated drivers, rain, flood, earthquake, or other forces majeure beyond the reasonable control of Franchisee.
- B. Collection on Holidays. Notwithstanding any other provision of this Agreement to the contrary, Collections need not occur if the regularly scheduled day of Collection on any route in City falls on a day on which a legal Holiday is observed by the landfill, transformation, Materials Recovery Facility, or Compostable Materials Handling Facility destination of the Discarded Materials to be Collected by Franchisee (presently New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day). Franchisee will provide Collection service on the day following the day on which the Holiday is observed. Regular Collection days falling later in the same week must be delayed one day, except that routes scheduled to be Collected on a Friday following the observation of a Holiday must be Collected on Saturday. Regular Collection schedules must be resumed the following week.
- C. Schedules. Franchisee must review annually with City its operation plan outlining the Collection routes, intervals of Collection, and Collection times for all materials Collected

under this Agreement, upon 30 days' written notice by City requesting such review. More frequent reviews may be required if operations are not satisfactory, based on documented observations or reports of complaints. If the plan is determined by City to be inadequate, Franchisee must modify its plan by incorporating changes into a revised plan and reviewing that revised plan with City within 30 calendar days.

Section 10.02 Container Ownership and Maintenance Responsibilities. Franchisee is responsible for Container repair and maintenance, graffiti removal, and replacing lost, stolen, or damaged Containers within five business days at no additional charge to Customers. Franchisee may, however, charge the Customer for repairing or replacing a Container if the damage is due to the user's willful negligence or abuse. In no event may this charge be greater than the Franchisee's actual cost for replacement parts or a new Container, or \$50. All Containers provided under this Agreement are Franchisee's property and City may direct Franchisee to remove the Containers at the end of the Agreement at no charge, should City so desire.

Section 10.03 Bins. Franchisee must maintain its Containers in a clean and sound condition, free from putrescible residue. Containers must be equipped with reflectors or reflective tape to enhance visibility. Containers must be constructed of heavy metal, or other durable material, and must be watertight and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the Container, must be maintained in good repair. Franchisee must inspect, and if necessary, clean or replace all Containers once each year at no charge. Franchisee must perform cleaning or replacement of Containers more frequently, if necessary, for an additional fee, to prevent a nuisance caused by odors or vector harborage. Franchisee must remove graffiti from any Container within five business days of request by City or users. Each Bin placed in City by Franchisee must have the name and phone number of Franchisee in letters not less than three inches high on the exterior of the Container so as to be visible when the Container is placed for use. Each Container must be labeled with a conspicuous warning: "Not to be used for the Disposal of hazardous, electronic or universal waste."

Section 10.04 Roll-off Boxes. Franchisee must provide clean roll-off boxes, free from graffiti and equipped with reflectors. Franchisee must properly cover all open roll-off boxes during transport to and from the Disposal Site.

Section 10.05 Litter Abatement.

- A. Minimization of Spills. Franchisee must use due care to prevent Discarded Materials or fluids from leaking or being spilled or scattered during the Collection or transportation process. If any Discarded Materials or fluids leak or are spilled during Collection, Franchisee must promptly clean up those materials. Each Collection vehicle must carry a broom, sand, and shovel at all times for this purpose. Franchisee may not, without City's prior written consent, transfer loads from one vehicle to another on any public Street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Discarded Materials transfer between vehicles.
- B. Clean Up. During the Collection or transportation process, Franchisee must clean up litter in the immediate vicinity of any Discarded Materials storage or Collection area under its control or as a result of Franchisee actions. If Franchisee arrives at a Collection area with existing litter, Franchisee must photo document the pre-existing condition and report the condition to the Administrator. Franchisee must identify instances of repeated spillage caused by users and must report those instances to the Administrator.

Section 10.06 Personnel.

- A. Franchisee must furnish qualified drivers, mechanical, supervisory, clerical, management, and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- B. Franchisee must establish and vigorously enforce an educational program to train Franchisee's employees in the identification of Hazardous Waste. Franchisee's employees must not knowingly place any Hazardous Waste in the Collection vehicles, nor knowingly Dispose of any Hazardous Wastes at a processing facility or Disposal Site.
- C. Franchisee must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct Collection crews to perform all work quietly. Franchisee must use its best efforts to ensure that all employees present a neat appearance and

conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Franchisee must take all necessary corrective measures including, without limitation, transfer, discipline, or termination. If City notified Franchisee of a complaint related to discourteous or improper behavior, Franchisee must consider reassigning the employee to duties not involving contact with the public in City of while Franchisee is pursuing its investigation and corrective actions.

- D. Franchisee must provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or related operations.

Section 10.07 Identification Required. Franchisee must provide its employees, subsidiaries, and subcontractors with identification for all individuals who may have personal contact with Residents in City. Franchisee must provide a list of current employees, subsidiaries, and subcontractors to the Administrator upon request.

- A. City may, at its sole discretion, conduct through law enforcement agencies a security and identification check of Franchisee, and its present and future employees, in accordance with accepted procedures established by City.

Section 10.08 Non-Discrimination. Franchisee may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, or physical handicap or medical condition in violation of any applicable federal or state law, except to the extent that any physical handicap or medical condition directly affects the ability of an employee to carry out the essential functions of their employment as provided by applicable federal or state law.

Section 10.09 Change in Collection Schedule. Franchisee must notify City 45 days before, and Commercial Accounts not later than 14 days before, any change in Collection operations that results in a change in the day on which Discarded Materials Collection occurs. Franchisee cannot allow any customer to be without service for more than seven calendar days in connection with a Collection schedule change. Customer notification is required before such change. This approval cannot be unreasonably withheld.

Any changes in the route map or Collection schedule require the prior approval of the Administrator. City may request changes in the route map or Collection schedule to improve service, to resolve complaints, or for other reasons, and Franchisee agrees to implement such requests unless such requests unreasonably interfere with the orderly and economical provision of services as provided in this Agreement. In the event of any disagreements, City and Franchisee agree to meet and confer in good faith in an attempt to resolve such disagreements. Route maps to be submitted with the Annual Report.

Section 10.10 Report of Accumulation of Discarded Materials; Unauthorized Dumping. Franchisee must direct its drivers to note the addresses of any Premises at which they observe that Discarded Materials are accumulating and is not being delivered for Collection, and the address, or other location description, at which Discarded Materials have been dumped in an apparently unauthorized manner. Franchisee must deliver the address or description to City within five Working Days of such observation. Franchisee must cooperate with City in the investigation and prosecution of any violations of the ESMC.

Section 10.11 Transportation of Discarded Materials. Franchisee must transport all Discarded Materials Collected in City to an Approved Facility as required by this Agreement and/or Applicable Law. Franchisee agrees to make commercially reasonable efforts to divert single stream Recyclable Materials, Source Separated Recyclable Materials, and Organic Materials from landfill Disposal to such locations approved by City. Franchisee must maintain complete, accurate and up-to-date records of the quantities of Discarded Materials transported to each Approved Facility and must cooperate with City in any audits or investigations of those quantities.

Section 10.12 Disposal of Discarded Materials and Processing Facilities.

- A. Use of Approved Facilities. Franchisee, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities, included in Exhibit 14, for the purposes of transferring and processing and/or Disposing of all Discarded Materials Collected in City. Subject to events of Force Majeure or uncontrollable circumstances, use of a facility that is not included in Exhibit 14 must be approved, in writing, by City before use consistent with the requirements of Article 9.

- B. **Transfer.** Franchisee plans to transport Recyclable Materials and Organic Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and transported to the Approved Processing Facilities. Franchisee must keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Franchisee must provide copies of facility permits and/or notices of violations (obtained from its transfer facility subcontractor if necessary) to the Administrator. If Franchisee is unable to use the Approved Transfer Facility, then the Franchisee is responsible for making other transportation arrangements. In such event, Franchisee will not be compensated for any additional costs. If the Franchisee plans to change its transfer method, Franchisee must obtain written approval from the City before making the change.
- C. **Processing.** Franchisee must transport and deliver all Source Separated Recyclable Materials placed in Recyclable Material Containers to the Approved Recyclable Materials Processing Facility, Source Separated Organic Materials placed in Organic Material Containers within City to the Approved Organic Materials Processing Facility, and Mixed Waste Materials placed in Mixed Waste Containers to a High Diversion Organic Waste Processing Facility. All tipping fees and other costs associated with transporting to and processing of such Recyclable and Organic Materials at the Approved Processing Facilities and Disposing of the residue as required by this Agreement must be paid by Franchisee.
- D. **Marketing and Sale of Recyclable and Organic Materials.** Franchisee must be responsible for marketing Recyclable Materials and Organic Materials Collected in the City that are delivered for Processing at the Approved Processing Facilities. Franchisee's marketing strategy must promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Recyclable and Organic Materials.
- E. **Capacity Guarantee.** Subject to events of Force Majeure/Uncontrollable Circumstances, Franchisee guarantees sufficient capacity at the Approved Processing Facilities to process all Source Separated Recyclable and Organic Materials Collected by Franchisee under

this Agreement throughout the Term of the Agreement; provided, however, that Franchisee makes no guaranty with respect to the capacity of any county facilities to the extent Organic Materials are handled at county facilities.

- F. Compliance with regulatory requirements and Applicable Law. Franchisee must keep all existing permits and approvals necessary for use of the Approved Processing Facilities in full regulatory compliance. Upon request, Franchisee must provide copies of facility permits and/or notices of violations (obtained from its processing facility subcontractor if necessary) to Administrator.
- G. Notification of Emergency Conditions. Franchisee must notify City of any unforeseen operational restrictions that have been imposed upon the facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the facility from processing the Discarded Materials Collected under this Agreement.
- H. Approved Facility(ies) Unavailable/Use of Alternative Facility(ies). If Franchisee is unable to use the Approved Processing Facility due to an event that meets the requirements for excusing Franchisee from performance of this specific obligation, Franchisee must use an alternative processing facility provided that the Franchisee provides written notice to the Administrator. Within 48 hours of an emergency or sudden and unforeseen closure, Franchisee must provide a written description of the reasons the use of the Approved Processing Facility is not feasible, and the period of time Franchisee proposes to use the alternative processing facility. Such a change in processing facility must be temporarily permitted until such time as the Administrator is able to consider and respond to the use of the proposed alternative processing facility. If the use of the proposed alternative processing facility is anticipated to or actually does exceed 30 days in a consecutive 12-month period, the use of such processing facility is subject to approval by the Administrator. The Administrator may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative processing facility. If City disapproves the use of the proposed alternative processing facility, the Parties must meet and confer to determine an acceptable processing facility.

1. Except for the emergency conditions, Franchisee may not change its selection of the

Approved Processing Facilities without City written approval, which will not be unreasonably withheld in City's sole discretion. If Franchisee elects to use a processing facility that is different than the initial Approved Processing Facilities, it must request written approval from the Administrator 360 calendar days before use of the site and obtain City's written approval not later than 10 calendar days before use of the site. Failure to meet the requirements of this Section may result in liquidated damages.

2. Franchisee must observe and comply with all regulations in effect at the Approved Processing Facilities and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable and Organic Materials. Franchisee must actively work with the Approved Processing Facility operators throughout the Term of this Agreement to ensure that contamination of the Recyclable and Organic Materials Collected under this Agreement and delivered to the processing facility remains below the limits established by Applicable Law.
 - I. Residue Disposal. Residue from the processing of Recyclable and Organic Materials Collected under this Agreement at the Approved Processing Facilities, which cannot be marketed, must be Disposed of by Franchisee, or the processing facility subcontractor. Residue delivered for Disposal may not include any Excluded Waste.
 - J. Compostable Plastics. If compostable plastics are accepted at the Approved Organic Materials Processing Facility, Customers may place compostable plastics in the Organic Materials Container for Collection, including compostable plastic bags used by Customers to contain Food Waste before placement in the Organic Materials Container for Collection. Franchisee may prohibit use of compostable plastics in Organic Material Containers. Franchisee may Collect and transport such materials for processing at the Approved Organic Materials Processing Facility. Prior to the commencement of the Agreement, and every August 1 annually thereafter, Franchisee must provide a written letter from each facility servicing the Franchisee stating that the facility accepts and recovers the material. If at any time during the Term of the Agreement the Approved Organic Materials Processing Facility can no longer accept and/or process compostable plastics, Franchisee must notify City within seven days of the facility's inability to accept the compostable plastics. The notification must, at a minimum, include: the date

and a description of the reasons that the facility is not able to process and recover the compostable plastics; the period of time the facility will not process and recover these materials; and the Franchisee's proposed plan to find an alternative facility or arrangement to process the compostable plastics, subject to City approval. City may prohibit or restrict the use of compostable plastics, with a six month notice to Franchisee, and this does not constitute a City-directed change in scope or change in law under this Agreement.

- K. Franchisee must use only the Approved Disposal Facility(ies) identified in Exhibit 14. Franchisee covenants that it will use its commercially reasonable best efforts to determine whether landfills to be utilized by Approved Disposal Facilities are properly permitted, are classified as a Class 3 landfill (permitted to receive only municipal Discarded Materials), are in compliance with all Applicable Law, and are not on or being considered for inclusion on a state or federal Superfund list, or CalRecycle list of Solid Waste facilities failing to meet State minimum standards. Except as otherwise set forth in this Agreement, Franchisee must Dispose of all Discarded Materials Collected in City at the Approved Disposal Sites, at Franchisee's expense and in accordance with all Applicable Law.
- L. Franchisee covenants that the Approved Recycling Facility in Exhibit 14 is properly permitted and in compliance with all Applicable Law. Franchisee must deliver all Recyclable Materials Collected in City to the Approved Recycling Facility for processing or transfer to a permitted processing facility, at Franchisee's expense and in accordance with all Applicable Law. Franchisee must ensure that, after processing, residue material cannot exceed the amount permitted by Applicable Law. Franchisee must ensure that Recyclable Materials are used in a manner that is classified as Diversion pursuant to applicable California law. Franchisee must contact City if changes in the Recycling facility designation are made.
- M. Franchisee must use only the Approved Organic Materials Processing Facility(ies) in Exhibit 14. Franchisee covenants that the Approved Organic Materials Processing Facility is properly permitted for the processing of Organic Materials and complies with all Applicable Law. Franchisee must deliver all Organic Materials Collected in City to the Approved Facilities for processing or transfer to a permitted facility. If any such delivery

to the Approved Facilities would not result in City receiving credit in calculating its Diversion Rate for having diverted the Organic Materials from Disposal in a landfill, another facility must be selected. Franchisee must ensure that Organic Materials are processed in accordance with Applicable Law, and used in a manner that is classified as Diversion.

- N. Franchisee must use its commercially reasonable best efforts to ensure that the Approved Facilities are properly permitted and in compliance with Applicable Law at all times during the Term. Franchisee must immediately inform the Administrator in writing in the event of any non-compliance, and City, in its sole discretion, has the right to require the use of a different Disposal or processing facility, to be selected by Franchisee. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if the Approved Facilities are found to not be in compliance with the provisions of this Section and City Council reasonably determines, after written notice to Franchisee and the opportunity for a hearing if requested, that Approved Facilities are not acceptable due to a failure to materially comply with the terms of this Agreement or a finding by state or federal regulatory agencies that it is not in material compliance with Applicable Law, including the Environmental Laws, and is unable to accept City's Solid Waste, Organic Materials, or Recyclable Materials (as the case may be).

Section 10.13 Annual Route Audit. At least once annually, Franchisee must conduct an internal audit of its Collection routes in City. The annual route audit must be prepared in form and content reasonably acceptable to the City Manager, or designee, and must include the truck identity, number and size of Containers, and the weight of the Discarded Materials delivered to the transfer station or Disposal Site. Results of the annual route audit will be available for review by City.

Section 10.14 Service Description. Franchisee must, within 15 days before the effective date of a service change, prepare and distribute, subject to the direction of City, a notice to each account setting forth the annual Holiday schedule, Recycling programs offered, and a general summary of services required to be provided under this Agreement and optional services that may be furnished by Franchisee. This notice must be in a form that is subject to the reasonable approval of the Administrator before its distribution. The notice may also be included as part of

Franchisee's public education plan.

Section 10.15 Scavenging - Discouragement. Franchisee will take whatever reasonable actions that are commercially practicable (e.g., actions seeking to enjoin organized scavengers) which may be appropriate and effective to discourage Scavenging of Recyclable Materials from Customer Containers.

Section 10.16 Public Awareness Programs. Franchisee will develop and implement a "Promotional Plan" for the Discarded Materials and recycling programs, with goals, strategies, and timetables (at no additional cost to City or Customers). At a minimum, the Promotional Plan must include the following:

- A. Information regarding the City's requirements under the Act, Bulky Items pick-ups, drop-off programs, and the importance of the safe Disposal of household Hazardous Waste and Holiday programs.
- B. Franchisee will provide and distribute literature in the form of newsletters, fliers, door hangers, cards, stickers, or otherwise as Franchisee determines to be most effective. All material to be reviewed by City in advance of publication and must be written in English.
- C. Newsletters must be published twice during the first year, and quarterly thereafter, with the information set forth above. Newsletter must be published in English. All material to be reviewed by City in advance of publication.
- D. Distribution of a newsletter within seven days to any new customer.
- E. Other promotional activities to achieve the goals of this Agreement, including participation in local activities and cleanup days.
- F. Upon City's request, Franchisee must provide materials in languages other than English in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reasonably deemed appropriate by City. If additional languages are utilized in the future, Franchisee may use QR Codes to assist Customers with specific languages and for specific programs.

Section 10.17 Change in Size or Number of Containers. By written or telephonic request

Customers may request to exchange Recycling Containers without charge for different sizes, add extra Containers or reduce the number of their Containers. Franchisee must exchange, deliver and/or remove Container(s) in accordance with Customers' requests.

Section 10.18 Franchisee must repaint and relabel, to the extent necessary, any Container which is impacted by graffiti within two business days after Franchisee receives notice of any such graffiti.

ARTICLE XI. COLLECTION AND CONTAINER EQUIPMENT AND PERSONNEL

Section 11.01 Vehicle Requirements. Franchisee warrants that it must provide an adequate number of vehicles and all equipment for all of the services for which it is responsible for performing under this Agreement. At all times that Collection is occurring, Franchisee must maintain an emergency service vehicle and field supervisor to respond to complaints, service problems, or emergency calls. Franchisee warrants that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe, sanitary operation of all its equipment.

- A. Franchisee agrees to comply with ACF Regulation and Zero Emission Vehicle (ZEV) requirements at no additional charge.
- B. Franchisee must be able to operate only with collection vehicles that utilize SB 1383-compliant renewable fuel within one year after the Effective Date of this Agreement. This deadline may be temporarily extended by the City Manager if he/she finds and determines that (i) SB 1383-compliant fuel is not commercially available or is not consistently available in sufficient quantities, and (ii) Franchisee cannot reasonably be expected to operate all of its collection vehicles in the City using SB 1383-compliant fuel.

Section 11.02 Vehicles used for the Collection of Discarded Materials must not be more than seven years old; however, during the initial two-year term of this Agreement, vehicles that are up to ten years old may be used, provided those vehicles are operated exclusively on SB 1383-compliant fuel. If the Agreement is extended beyond the initial two-year term, all vehicles must be not more than seven years old. Vehicles must have a backup alarm and be maintained in "like new" condition during the Term of this Agreement. Franchisee must use Fully Automated Collection vehicles wherever possible, use Semi-Automated Collection vehicles where Fully

Automated Collection vehicles are not possible to use, and may use other vehicles only when Semi-Automated Collection Vehicles are not possible to use. All such vehicles must be watertight and leak-proof and comply with all federal, state, and local laws and regulations.

Section 11.03 Vehicles must be of uniform color and company markings; bear the Franchisee's name and telephone number and vehicle identification number in lettering of at least two inches in height; be kept in good repair; inspected daily and maintained in a clean appearance, including free of dirt and graffiti; and not be stored on any public Street or other property owned by City.

Section 11.04 Vehicle may not exceed the gross vehicle weight of the manufacturer's or the California Vehicle Code's limits; and be in compliance with AQMD Rule 1193.

Section 11.05 Any Discarded Materials dropped or spilled during Collection, transfer, or transportation must be immediately cleaned up or removed by Franchisee. Each vehicle must be equipped with a broom, absorbent, shovel, and bucket for purposes of cleaning up leaks and debris dripping from or falling from vehicles, or Containers.

Section 11.06 To protect peace and quiet in Residential areas, the noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process may not exceed the stricter of ESMC Section 7-2-4 noise standards or 75 decibels at a distance of 25 feet from the Collection vehicle measured at an elevation of five feet above ground level. Noise level testing must be undertaken when so ordered by the Administrator.

Section 11.07 Franchisee must prepare and keep current, a written contingency plan describing the arrangements and provisions Franchisee has made to provide vehicles and personnel to maintain uninterrupted service during mechanical breakdowns or other emergencies. This plan should be consistent with and coordinated with City's emergency plans. The schedule for submittal of this plan to City is described in Exhibit 10.

Section 11.08 Franchisee is responsible for noting the addresses of any Premises at which they observe that Discarded Materials are accumulating and not being delivered for Collection and the address, or other location description, at which such waste has been dumped in an apparently unauthorized manner. Franchisee must deliver this information to the Administrator within three business days of such observation.

Section 11.09 Should the Administrator at any time give notification in writing to Franchisee that any vehicle does not comply with the standards specified in this Agreement, that vehicle must be removed from service by Franchisee immediately and may not be used until inspected and approved in writing by the Administrator. Additionally, liquidated damages per Exhibit 5 of this Agreement may be assessed if deemed appropriate by Administrator.

Section 11.10 Containers Provided to Customers. Franchisee may provide Containers to new Customers requesting service initiation within three Working Days of Franchisee's first receipt of the Customer request. Franchisee-provided Containers must be new or fully refurbished in as- new condition and comply with the Container standards set forth in Exhibit 3. All Containers must display the Franchisee's name, logo, telephone number, website, capacity (yards or gallons), and some identifying inventory or serial number.

- A. Container Maintenance. Upon City request, Franchisee must remove or replace Customer Containers with graffiti and/or paint within three Working Days of notification from City at no charge.

Section 11.11 Franchisee warrants that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe and sanitary operation of all its equipment.

Section 11.12 Franchisee agrees to use its best efforts to prevent damage to private streets over which its Collection equipment may be operated, to obtain all required approvals for operation of its Collection vehicles on private streets.

ARTICLE XII. PRIVACY

Section 12.01 General. Franchisee must strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a service recipient's Discarded Materials may not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision does not preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by City, be required by the Act, or preparing and distributing public awareness materials to customers.

Section 12.02 Franchisee may not market or distribute mailing lists with the names and addresses of Customers except such lists and details on the services provided to the Customers must be provided to the Administrator.

Section 12.03 Privacy Rights Cumulative. The rights accorded Customers pursuant to this Section are in addition to any other privacy rights accorded Customers pursuant to federal or state law.

**ARTICLE XIII. SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS;
CONTAMINATION AND COMPLIANCE MONITORING.**

Section 13.01 Service Exceptions.

- A. Hazardous Waste. When service is not provided to any Customer, Franchisee must notify its Customer in writing why the Collection was not made by leaving a tag at least 3-1/2 inches by 6-3/4 inches stating the reasons why the Collection was not made. The tag must set forth the Franchisee's business's name and telephone number and be securely fastened to the Container(s) or article of Discarded Materials. Franchisee has represented to City that Franchisee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed in Discarded Materials anywhere within the City, including on, in, under, or about City property, including Streets, easements, rights of way, and City waste Containers. In addition to other required notifications, if Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully Disposed of or released on City property, including Streets, storm drains, or public rights of way, Franchisee also will immediately notify the Administrator, or the Administrator's designee.
- B. Disaster Waivers. In the event of a disaster, the City may grant Franchisee a waiver of some or all Discarded Materials Collection requirements under this in the disaster-affected areas for the duration of the waiver, provided that such waiver is approved by CalRecycle. Any resulting changes in Collection requirements will be addressed as a

change in scope in accordance with this Agreement.

- C. Quarantined Waste. If approved by the City, the Franchisee may Dispose of, rather than process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 Cal. Code of Regs. Section 18984.13(d) for a period of time specified by the City or until the City provides notice that the quarantine has been removed and directs Franchisee to transport the materials to the Approved Facilities for such material.
- D. Franchisee must maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this Agreement.
- E. Waivers. Upon Customer request, and with written approval from the Administrator, Franchisee must cease providing, and collecting payment for, Collection services to a Premises which is anticipated to be vacant for no less than 30 days. In addition, upon written direction from the Administrator, Franchisee must modify or otherwise cease providing Collection services to Customers requesting other service exemptions, provided that such Customers consistently demonstrate the ability to responsibly manage Discarded Materials generated at the Premises in question, in a manner consistent with Applicable Law. City may grant waivers described in this Section for Commercial Generators provided, the Generator must continue to subscribe with Franchisee for franchised Collection services to the extent such services are not waived by the City. Waivers issued are subject to compliance with Applicable Law, pursuant to 14 Cal. Code of Regs. Section 18984.11, or other requirements specified by the City in compliance with Applicable Law.

1. Types of Generator Waivers.

- a. De Minimis Waivers. City may waive a Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement if the Generator provides documentation or City has evidence demonstrating one of the following de minimis conditions:
 - i. The Generator's total Discarded Materials Collection service is two cubic yards

- or more per week, and Organic Materials subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than 20 gallons per week, per applicable Container, of the Generator's total waste; or
- ii. The Generator's total Discarded Materials Collection service is less than two cubic yards per week, and Organic Materials subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than 10 gallons per week, per applicable Container, of the Generator's total waste.
- b. Physical Space Waivers. City may waive a Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement if the Generator provides documentation, or City has evidence, the Franchisee, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers. At City's option, it may authorize the Generator to request, and Franchisee to provide, split-Container service to the Generator.
2. Franchisee Review of Waiver Requests. Generators may submit requests for de minimis waivers and physical space waivers to the City or Franchisee. The City must notify Franchisee of the request, and Franchisee must within seven days after receiving City's request, inspect the Generator's Premises to verify the accuracy of the application. Franchisee must provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. The Franchisee must send this information and documentation to the City in a timely manner, not to exceed three days after the date of inspection. City ultimately retains the right to approve or deny any application, regardless of the information provided by the Franchisee. Franchisee must report information regarding waivers reviewed within the month, if any, in accordance with this Section.
 3. Service Level Updates. When City grants a waiver to a Customer, or the Customer's waiver status changes after a re-verification determination, City must notify the

Franchisee within seven days of the waiver approval or status change with information on the Customer and any changes to Service Level or Collection service requirements for the Customer. Franchisee has seven days to modify the Customer's Service Level, Customer account data, and billing statement, as needed.

4. Waiver Re-verification. City is responsible for re-verification of waivers. Upon City's request, the Franchisee must support City in this re-verification process by providing requested Customer information. Should a waiver status change, Franchisee must update the Customer's information and Service Level in accordance with this Agreement.

Section 13.02 Contamination Monitoring.

A. Annual Route Reviews.

1. Methodology. Franchisee must conduct route reviews that include inspection of the contents of Customers' Collection Containers for prohibited Container contaminants in a manner such that a minimum of 2% of Containers on each and every hauler route are randomly inspected annually to meet the requirements of SB 1383. City representatives may join Franchisee on route reviews upon request. Franchisee must provide the City at least 30 days' notice of scheduled route audits.
2. Contamination Notification. Upon City or Franchisee identification of prohibited Container contaminants in a Customer's Container, Franchisee must provide the Customer with a notice of contamination in the form of either a courtesy pick-up notice or a non-Collection notice as determined by the Administrator.
3. Courtesy Pick-Up Notice. Upon City or Franchisee identification of prohibited Container contaminants in a Customer's Container, Franchisee must provide the Customer a courtesy pick-up notice at the Customers door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, or text message. The format of the courtesy pick-up notice must be approved by the Administrator and must be a distinct color from the non-Collection notices. Franchisee must also attach or adhere

- courtesy pick-up notice to Generators contaminated Containers. The courtesy pick-up notification must, at a minimum:
- a. Inform the Customer of the observed presence of Prohibited Container Contaminants;
 - b. Include the date and time the Prohibited Container Contaminants were observed;
 - c. Include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container;
 - d. Inform the Customer of the courtesy pick-up of the contaminated materials on this occasion; and,
 - e. Include photographic evidence.
4. Franchisee must Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either transport the material to the appropriate Approved Facility for processing; or, Franchisee may Collect the contaminated materials with the Solid Waste and transport the contaminated materials to the Designated Disposal Facility. A courtesy Collection of contaminated Recyclable Materials or Organic Materials where the materials are sent to the designated Disposal Facility may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.
5. Non-Collection Notices. Upon identification of prohibited Container contaminants in a Container in excess of 10% or more, by volume, or that contain Excluded Waste, Franchisee must provide a non-Collection notice to the Generator. The non-Collection notice must, at a minimum:
- a. Inform the Customer of the reasons(s) for non-Collection;
 - b. Include the date and time the notice was left or issued;
 - c. Describe the Special Pick-up free to Customer for Franchisee to return and

Collect the Container after Customer removes the contamination to the extent safe to do so;

- d. Provide a warning statement that a extra pick-up fee may be assessed; and,
- e. Document photographic evidence of the violation(s).

Section 13.03 Failure or Refusal to Collect. When Discarded Materials is not Collected from any Discarded Materials service recipient or Customer, Franchisee must contact the Customer on the scheduled Collection day or within 24 hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of prohibited Container contaminants, a Customer service representative must contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

Section 13.04 Universal Enrollment Monitoring. Franchisee must assist the City in ensuring that the Customers that have made service arrangements with the Franchisee must have Solid Waste, Recycling, and Organics Collection services in compliance with SB 1383 unless provided a waiver by the City. Failure to establish Solid Waste, Recycling, and Organics Collection services in compliance with SB 1383 may result in liquidated damages.

Section 13.05 Commercial Customer Compliance Reviews. The Franchisee must complete a compliance review of all of its Commercial Customers that generate two cubic yards or more per week of Discarded Materials, including Organic Materials to determine their compliance with: (i) Customer requirements under the City's Collection program; and (ii) if applicable for the Customer, Self-Hauling requirements per 14 Cal. Code of Regs. Section 18988.3, including whether a Customer property is complying through Back-Hauling of Source Separated Organic Materials, Source Separated Container Organic Materials, and Organic Materials. The compliance review means a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, Administrator may request that the Franchisee perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

Section 13.06 Hazardous Waste Reporting. Franchisee may inspect Discarded Materials put

out for Collection and reject Discarded Materials observed to be contaminated with Hazardous Waste. Should Franchisee find or observe reportable quantities of Hazardous Waste put out for Collection with Discarded Materials, Franchisee must notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed in Discarded Materials observed or Collected anywhere within City's jurisdiction. In addition to other required notifications, if Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of or released on City property, including storm drains, Streets, or other public rights of way, Franchisee must immediately notify the Administrator. City in cooperation with Franchisee will determine the method of Disposal in accordance with applicable including, without limitation, the Act.

Section 13.07 Hazardous Waste Diversion Records. Franchisee must maintain records showing the types and quantities, if any, of Hazardous Waste found in Discarded Materials and which was inadvertently Collected from customers within City but diverted from landfills.

ARTICLE XIV. CUSTOMER SERVICE

Section 14.01 Franchisee must maintain an office accessible by a local phone number for Customers between the hours of 8:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and Holidays. In addition, Franchisee employees are to be present in the office and reachable by telephone from 7 a.m. to 7 p.m. on all Collection days for purposes for being reachable by City employees. Franchisee employees must be able to communicate with Customers in English, Telecommunications Device for the Deaf Service, and other languages necessary for communication with Customers. In the event that there are Customers who are able to communicate only in other languages, City and Franchisee will work cooperatively together to attempt to identify reasonably available third-party resources; however, Franchisee is not obligated to incur any financial obligation to provide services in such other languages.

Section 14.02 Emergency Telephone Number. Franchisee must maintain an emergency telephone number for use outside normal business hours. Franchisee must have a representative, or an answering or call-forwarding service to enable customers to contact such representative, during all hours other than normal office hours. Franchisee must be able to respond to emergency

calls in English and Telecommunications Device for the Deaf Service necessary for emergency communication with customers. Franchisee must also provide City with an emergency contact list that need not be published but will allow City's representatives to contact Franchisee's representatives in an emergency including, without limitation, events such as fallen trees, flooding and vehicle accidents.

Section 14.03 Service Complaints and Requests for Service. City and Franchisee agree that the protection of public health, safety, and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit City and Franchisee to identify potential public health and safety problems. Accordingly, Franchisee must inform all Discarded Materials Customers that all service recipient complaints be directed to Franchisee. During office hours, Franchisee must maintain a complaint service and a telephone answering system capable of accepting at least five incoming calls at one time. Franchisee must record all complaints, including date, time, complainant's name and address (if the complainant is willing to give this information), and the nature, date, and manner of resolution of complaint, in a computerized daily service complaint log. Any such calls received via Franchisee's answering service must be recorded in the log and responded to within 24 hours. All complaints and requests for service must be responded to within 24 hours or the next business day, whichever is sooner, unless specified otherwise elsewhere in this Agreement. The service complaint log must be available for review by City representatives during Franchisee's office hours and be available for transmission as an attachment to e-mail. Franchisee must also provide a copy of this service complaint log to City with the monthly reports. If Franchisee fails due to its own fault to provide services to a Customer on the Customer's regular Collection day, Franchisee will provide service within 24 hours of receiving notice of its failure to provide service.

- A. SB 1383 Non-Compliance Complaints. For complaints received directly by Franchisee in which the person alleges that an entity is in violation of SB 1383 requirements, Franchisee must document the information listed in Exhibit 13. Franchisee must provide this information in a brief complaint report to the City for each SB 1383 non-compliance complaint within seven days of receipt of such complaint, and a monthly summary report of SB 1383 non-compliance complaints in accordance with Exhibit 13. Upon City request, Franchisee must conduct follow-up inspections and/or outreach to the violating entity and document the information in the reports provided pursuant to Exhibit 13.

Section 14.04 Complaint Documentation. All service complaints must be directed to Franchisee. Daily logs of complaints concerning Collection of Discarded Materials must be retained for a minimum of 24 months and must be available to City at all times upon request.

Section 14.05 Franchisee must log all complaints received by telephone. This log must include the date and time the complaint was received, name, address, and telephone number of caller, description of complaint, employee recording complaint, and the action taken by Franchisee to respond to and remedy complaint. All written customer complaints and inquiries must be date-stamped when received. All complaints must be initially responded to within one business day of receipt. Franchisee must log action taken by Franchisee to respond to and remedy all complaints.

Section 14.06 All customer service records and logs kept by Franchisee will be available to City upon request and at no cost to City. City must, at any time during regular Franchisee business hours, have access to Franchisee's customer service department for purposes that may include monitoring the quality of customer service or researching customer complaints.

Section 14.07 Resolution of Customer Complaints

- A. Disputes between Franchisee and its customers regarding the services provided under this Agreement may, but is not required to, be resolved by the Administrator.
- B. Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Franchisee. Nothing in this Section is intended to affect the remedies of third parties against Franchisee.

Section 14.08 Government Liaison. Franchisee must designate in writing a "Government Liaison" who is responsible for working with City's designated representatives to resolve customer complaints. City may approve Franchisee's choice of a liaison.

Section 14.09 The parties agree that failure of Franchisee to timely provide the services set forth in this Article constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day

after written notice is delivered to Franchisee and Franchisee fails to cure such default, that Franchisee will pay City, as and for liquidated damages, and not as a penalty, the sum of \$500.

ARTICLE XV. EMERGENCY SERVICE

Section 15.01 Franchisee must assist City in the event of major disaster, such as an earthquake, storm, tidal wave (tsunami), riot or civil disturbance, or acts of terrorism, by providing Collection vehicles and drivers normally assigned to City (to the extent reasonably possible under the circumstances), at Franchisee's actual costs. Disputes with respect to Franchisee's emergency services or the costs of those services must be resolved according to the dispute resolution provisions in this Agreement. Franchisee must cooperate with City, county, state, and federal officials in filing information related to a regional, state, or federally-declared state of emergency or disaster as to which Franchisee has provided equipment and drivers pursuant to this Agreement.

ARTICLE XVI. OWNERSHIP OF DISCARDED MATERIALS AND RECYCLABLES

Section 16.01 Ownership and the right to possession of Discarded Materials placed in Containers or bundles for Collection at curbside must transfer directly from the Customers to Franchisee, by operation of law. Franchisee's arrangements with its Customers must provide that, subject to the right of the Customer to claim lost property, title and the right to possession, and liability for all Discarded Materials, whether or not recyclable, which is set out for Collection on the regularly scheduled Collection day must pass to Franchisee at the time it is set out. Subject to this Agreement, Franchisee may retain any benefit or profit resulting from its right to retain, recycle, compost, Dispose of or use the Discarded Materials which it Collects. Refuse which is Disposed of at a Disposal Site or sites (whether landfill, transfer station, or Materials Recovery Facility) becomes the property of the owner or operator of the Disposal Site or sites once deposited there by Franchisee. At no time does the City obtain any right of ownership or possession of Discarded Materials or any type of Hazardous Waste or waste whatsoever, placed for Collection, and nothing in this Agreement may be construed as giving rise to any inference that City has any such rights.

ARTICLE XVII. RATES AND BILLING

Section 17.01 Franchisee is responsible for setting the rates for its services. Franchisee is

responsible for billing its Customers for the services provided pursuant to this Franchise. Bills to Customers must be itemized, showing charges for all classifications of service. All payments for billings must be collected by the Franchisee. Franchisee must provide Customers the opportunity to pay their bills in person, via U.S. mail, or with a secure electronic bill payment service. Customer bills must provide that bills are payable upon receipt, include a payment due date, and note that bills paid that are not paid by the due date may subject the Customer to late fees and service suspension.

Section 17.02 Delinquent Accounts. Franchisee may discontinue service as set forth in this Section. Customers who have not remitted required payments within 45 days after the date of billing must be notified in writing by Franchisee. The notification must contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. Franchisee must provide the Administrator a copy of the notice at the time it is provided to the Customer. Franchisee may discontinue service beginning on the 16th day after notice is provided. If service is discontinued to any Customer, Franchisee must notify the Administrator of the discontinued service, including the name, address, and contact information of the Customer's account, within 24 hours of discontinuance of service. Upon Franchisee's receipt of the delinquent payment, Franchisee must resume Collection on the next regularly scheduled Collection day. Franchisee may assess a reinstatement fee of up to \$25.00 for any service recipient whose service is temporarily disconnected for nonpayment.

Section 17.03 Refunds. Franchisee must refund to Customer, on a pro rata basis, any advance service payments made by the Customer for service not yet provided when service is discontinued by the Customer.

Section 17.04 Franchisee Contracts with Customers. The term of any service contracts between Franchisee and its Customers do not, and may not, extend beyond the term of this Agreement. Franchisee may not include any automatic renewals or extensions, such as "evergreen" clauses, in the service contracts with its Customers. Franchisee may not execute service agreements with Customers before the date specified in Section 5.02.C of this Agreement. Customers must be provided with the option of terminating their services with Franchisee upon 30 days' notice to Franchisee. When requested by Administrator, Franchisee must provide the Administrator with unredacted copies of its contracts with Customers.

ARTICLE XVIII. RESERVED

ARTICLE XIX. FRANCHISEE'S BOOKS AND RECORDS; AUDITS

Section 19.01 Franchisee must maintain all records relating to the services provided hereunder including, without limitation, Customer lists, maps, Disposal and Collection records, and Customer complaints, for the full Term of this Agreement, and an additional period of not less than three years, or any longer period required by Applicable Law. City may, upon five business days' advance notice, inspect all records relating to this Agreement including, without limitation, billing records, Customer lists, maps, Disposal and Collection records, and Customer complaints. Such records must be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

Section 19.02 Biennial Audit. Upon City's request, an audit of Franchisee may be performed. The scope of the audit, and auditing party, will be determined by City and the scope may include, without limitation:

- A. Compliance with terms of this Agreement;
- B. Customer Service Levels and billing;
- C. Receipts;
- D. Tonnage;
- E. Complaint log;
- F. Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SC 13831; and
- G. Verification of Diversion rate.

The first audit, to be performed during 2026, will be based on the Franchisee's reports and records for the period from commencement of the Agreement through December 2025. If the City agrees to extend this Agreement beyond its initial two-year term, audits will be performed every two years thereafter (the biennial audit). Franchisee will reimburse to City the cost of such audits up to \$25,000 for the first audit. The \$25,000 amount in subsequent years will be adjusted

annually by 2.5% per year. For example, the audit to be performed in 2028 will be reimbursed at: $\$25,000 \times 1.025 \times 1.025 = \$26,266.00$.

ARTICLE XX. THE ACT; REPORTING REQUIREMENTS

Section 20.01 During the period during which Collection services are provided pursuant to this Agreement, Franchisee at Franchisee's sole expense, must submit to City information and reports necessary for City to meet its reporting obligations imposed by (and the regulations implementing) AB 939, AB 341, AB 1826, and SB 1383. In addition to submitting all reports on paper, Franchisee agrees to submit all reports and information in an electronic format approved by City and compatible with City's software/computers at no additional charge. Monthly and annual reports must include at a minimum, all data and information described in Exhibit 13, unless otherwise specified under this Agreement.

Section 20.02 Upon request of either of the parties but not more than two times per year, City and Franchisee should meet and confer about the current reporting requirements and templates utilized for the prior calendar year to discuss updates or modifications to the formatting or additional information as required by Applicable Law.

Section 20.03 A copy of each of Franchisee's annual and other periodic public financial reports and those of its parent, subsidiary and affiliated corporation, and other entities, as City requests, must be submitted to City within five days after receipt of City's request.

Section 20.04 Pleadings and Complaints. Franchisee must submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by Franchisee to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other government bodies relating specifically to Franchisee's performance of services pursuant to this Agreement. Any data which Franchisee seeks to be excluded from provisions of the California Public Records Act must be clearly identified as such by Franchisee with the basis for such claim of exclusion clearly specified. In the event City receives a request under the Public Records Act, or by subpoena, the City will notify Franchisee to allow Franchisee to intervene in the disclosure of such materials.

Section 20.05 Agency Information. Franchisee must provide City two copies (one to the City Manager, one to the City Attorney) of all reports, or other material adversely reflecting on

Franchisee performance under this Agreement, submitted by Franchisee to, or received by Franchisee from, the United States or California Environmental Protection Agency, the California Department of Resources Recycling and Recovery (CalRecycle), the Securities and Exchange Commission, or any other federal, state, or county agency. Copies must be submitted to City simultaneously with Franchisee submittal or receipts of such documents, or within three business days of Franchisee's receipt of or submittal of such matters with or from said agencies. Franchisee's routine correspondence with said agencies need not be automatically submitted to City but must be made available to City upon written request. Franchisee agrees to submit such reports and information by email or on computer discs, in a format acceptable to City at no additional charge, if requested by City.

Section 20.06 Other Information and Reports. Franchisee at no additional expense to City, must submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require including, without limitation, the following:

A. Submittal of Reports. Reports must be submitted to:

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

B. Monitoring. Franchisee must provide City or its representatives and auditors with access to Franchisee's billing records and Customer lists and files and will make available to City or its billing agents, a computerized data base accessible to City at all times via the internet, of a complete file of Customers, addresses, property owners, and account classifications. Franchisee will also have to receive and process file transfers or corrections from City or its billing agent.

C. Franchisee-City Cooperation. Franchisee must cooperate with City in Discarded Materials Disposal characterization studies and waste stream audits and must implement measures adequate to achieve City's source reduction, Recycling, and waste stream Diversion goals for the Discarded Materials streams covered by this Agreement.

1. City may request additional information not specified above on an as needed basis, to review records at Franchisee's facility on demand and to conduct audits.

2. Franchisee will allow a City Representative to ride with either the Recycling or refuse vehicles on any route or routes. City will inform Franchisee at least one Working Day before date(s) of such route monitoring.
- D. Accounting Records. Franchisee must locally maintain current, accurate and complete financial records on the accrual basis of accounting relating to Agreement operations, including original ledgers, journals, accounts, and records in which are recorded entries reflecting its activities hereunder, as well as supporting documents such as bank statements, cancelled checks, bank account reconciliations, tax returns, contracts, employee files, time records, invoices, and receipts. All accounts must be maintained in accordance with Generally Accepted Accounting Principles.
 - E. Access to Records. Notwithstanding anything to the contrary herein, City may, at Franchisee's cost and expense (including compensation paid to City employees or City consultants) during normal business hours, and upon reasonable notice, inspect all financial records pertaining to any City contract related account and any other records of Franchisee reasonably and directly necessary for City administration of its right of review, approval, or enforcement by this Agreement.
 - F. Inspection and Audit Rights. In addition to the foregoing, City may, for a period of three years following the delivery of an auditor's report and financial statements, at Franchisee's cost and expense (but excluding compensation paid to City employees or City consultants), during normal business hours and upon reasonable notice, inspect for the purpose of audit all financial and other records of Franchisee concerning its operation pursuant to this Agreement.

Section 20.07 Costs. All reports and records required to be submitted by Franchisee to City under this Agreement must be furnished at no expense to City or Customers.

Section 20.08 Failure to Report. The willful refusal or failure of Franchisee to file any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Franchisee in such report constitutes a material breach of this Agreement and subjects Franchisee to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

Section 20.09 Exhibit 10 sets forth, unless otherwise set forth in this Agreement, dates by which information is to be submitted to City.

ARTICLE XXI. ACTIVITIES AND FINANCIAL REPORTS; ADVERSE INFORMATION

Section 21.01 Reports. Franchisee, at no additional expense, must submit to City such information or reports in such forms and at such times as City reasonably may request or require, including, without limitation the reports set forth below.

Section 21.02 Monthly Reports. Monthly reports must be submitted to City, transmitted in a format acceptable to City, as an attachment to e-mail or by disc, at City's option. Monthly reports must be submitted not later than 30 days after the month ends and include, without limitation the following:

- A. Discarded Materials Tonnage and Complaints. The monthly report must show the number of tons Collected each month and the tonnage delivered to Disposal Facilities, itemized by Disposal Facility. A copy of the customer complaint log must be submitted with the quarterly report.
- B. Recyclable Materials. The monthly report must include information regarding Recyclable Materials including:
 - 1. A statement showing, by type of material, tons received during the month and tons marketed during each month.
 - 2. A report providing Recycling information.
 - 3. A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging. This is to include a description of tons rejected for sale after processing (type of material, tonnage), reason for rejection, and Franchisee's Disposal method for the rejected materials.
 - 4. A report of Recycling program promotional activities, including materials distributed by Franchisee to its customers.
- C. Hazardous Waste Diversion Reports. The monthly report must include a copy or summary of the records as required herein for Hazardous Waste Diversion.

Section 21.03 Annual Report. By March 1, beginning in 2026 and each year thereafter that Collection services are provided pursuant to this Agreement, Franchisee must submit to City a written year-end annual report in a form approved by City. The annual report must include, without limitation, the following information for the year ending on the preceding December 31st:

- A. Prior Year's Activities. A cumulative summary of the monthly reports and information and statistics with respect to City's compliance with the Act.
- B. Recommendations. Changes in integrated waste management, including projections and proposed implementation dates and costs, recommended by Franchisee and recommended amendments to City's source reduction and Recycling component or this Agreement, based on developments in Applicable Law or technology. Franchisee's recommendations with respect to compliance with the Act must state the specific requirement of the Act that the implementation of the recommendation is intended to satisfy.

Section 21.04 Certification. All reports must include a certification statement, under penalty of perjury, by the responsible corporate official, that the report is true and correct.

Section 21.05 Reporting Additional Matters. Franchisee must provide City two copies (one to City Manager, one to City Attorney) of all written reports, pleadings, applications, written notifications, notices of violation, communications, or other material relating specifically to Franchisee's performance of services pursuant to this Agreement, submitted by Franchisee to, or received by Franchisee from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board, the Securities and Exchange Commission, or any other federal, state, or county agency, including any federal or state court. Copies must be submitted to City simultaneously with Franchisee's filing or submission of such matters with said agencies. Franchisee's routine correspondence to said agencies need not be routinely submitted to City but must be made available to City upon written request.

Section 21.06 Failure to Report. The refusal or failure of Franchisee to file any required reports; to provide required information to City; or the inclusion of any materially false or misleading statement or representation by Franchisee in such report is a material breach of this

Agreement and subjects Franchisee to all remedies which are available to the City under this Agreement.

Section 21.07 City's Review of Franchisee's Performance. Annually, within 90 days of City's receipt of the Annual Report, City will review the annual report and other available information and may, but is not required to, hold a public hearing to determine whether Franchisee's performance for the year reported on was satisfactory and whether to implement changes, if any, recommended by Franchisee. Factors to be considered in the hearing include, without limitation, quality of services provided, service recipient complaints, rights of privacy, Franchisee's adherence to developments in the law, Franchisee's performance in meeting or exceeding City's goals and reporting requirements under the Act and costs. The reports required by this Agreement will be utilized as the primary basis for review. In addition, any service recipient comments or complaints and any other relevant information may be considered. Franchisee may be present and may participate at any public hearing held by City to review Franchisee's performance. If any non-compliance with the Agreement is found, City will offer Franchisee the opportunity to comment and offer information in rebuttal, and to correct any deficiencies. City may direct Franchisee to correct any inadequacies and City may pursue all other legal and equitable remedies.

Section 21.08 Costs. All reports and records required under this Agreement must be furnished at Franchisee's sole expense.

Section 21.09 City's Right to Request Information. City believes and Franchisee agrees that cooperation between City and Franchisee is critical to the success of this program. City may request, and Franchisee agrees to provide, additional information reasonably and directly pertaining to this Agreement on an "as-needed" basis.

Section 21.10 CERCLA Defense Records. City views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where its Discarded Materials were taken, as well as where it was not taken, to be matters of concern. Franchisee must maintain data retention and preservation systems that can establish where Discarded Materials Collected in the City was landfilled (and therefore establish where it was not landfilled) and a copy or summary of the reports required, for 50 years after the Term during which Collection services are to be provided pursuant to this Agreement and to

notify City's Risk Manager and City Attorney before destroying such records. This provision will survive the expiration of the period during which Collection services are to be provided under this Agreement.

Section 21.11 Collection Route Ride-Along. Franchisee will allow a City Representative to ride with Recycling and Solid Waste Collection vehicles on any route or routes. The City will inform Franchisee at least one Working Day before date(s) of ride-alongs.

ARTICLE XXII. SECURITY

Section 22.01 Simultaneously with the execution of this Agreement and all extensions of the Agreement, Franchisee shall file with the City and at all times thereafter maintain in full force and effect throughout the term of the Franchise and all extensions thereof, at Franchisee's sole expense, a corporate surety bond payable to the City, executed by a corporation authorized to transact surety insurance in the State of California. The principal sum of the bond shall be fifty thousand dollars (\$50,000). The bond shall be renewed annually, and conditioned upon the faithful performance of the Franchisee, and upon the further condition that in the event the Franchisee shall breach or fail to comply with any one or more of the provisions of the Agreement, AB 939 provisions, late fees, liquidated damages, penalties, or fines, there shall be recoverable jointly and severally from the principal and surety of such bond any damages or loss suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Franchisee, plus a reasonable allowance for attorney's fees and costs, up to the full amount of the bond, such condition to be a continuing obligation for the duration of the Franchise and thereafter until the Franchisee has liquidated all of its obligations with the City which may have arisen from the acceptance of the Franchise by the Franchisee or from the Franchisee's exercise of any privilege granted by the ESMC. The bond shall provide that 30 calendar days' prior written notice of intention not to renew, cancellation, or material change shall be given to the City.

Section 22.02 In lieu of the corporate surety bond described above, and at the Administrator's sole discretion, Franchisee may deposit an irrevocable letter of credit in favor of the City issued by a financial institution authorized to do business in the State of California, open a certificate of deposit in the name of the City at a financial institution authorized to do business in the State of California, or deposit cash with the City Treasurer in the amount of fifty

thousand dollars (\$50,000). The first two alternatives described in this paragraph shall be made through a financial institution and in a form approved by the Administrator.

Section 22.03 All of City's costs of collection and enforcement of the provisions relating to the Security, including attorneys' fees and costs, must be paid by Franchisee.

ARTICLE XXIII. DEFAULT AND REMEDIES; TERMINATION

Section 23.01 If City's Administrator determines that Franchisee's performance pursuant to this Agreement may not be in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the California Integrated Waste Management Act, including, but not limited to, requirements for diversion, source reduction and recycling (as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of Hazardous Waste, the Administrator may advise Franchisee in writing of such suspected deficiencies. The Administrator may, in such written instrument, set a reasonable time within which Franchisee is to respond and, if Franchisee agrees with the report of suspected deficiencies to correct the deficiencies. Unless otherwise specified, a reasonable time for response and correction of deficiencies shall be 30 days from the receipt by Franchisee of such written notice. The Administrator shall review Franchisee's response and issue a decision in writing. A decision or order of the Administrator shall be final and binding on Franchisee if Franchisee fails to file a "Notice of Appeal" with the City Clerk within 30 days of receipt of the decision or order of the Administrator or the Administrator.

Section 23.02 If a matter is appealed to the City Council, the City Clerk shall set the matter for hearing. The City Clerk shall give Franchisee 14 days' written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the Administrator indicating the deficiencies, and shall give Franchisee, or its representatives and any other interested person, a reasonable opportunity to be heard.

Section 23.03 Based on the evidence presented at the hearing and the report of the Administrator, the City Council shall determine by resolution whether the decision or order of the Administrator should be upheld. A tie vote of the City Council shall be regarded as upholding the action of the Administrator. If, based upon the record, the City Council

determines that the performance of Franchisee is in breach of any material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its sole discretion, may order Franchisee to take remedial actions to cure the breach, terminate forthwith the Agreement, or impose liquidated damages as defined herein. The decision of the City Council shall be final and conclusive. Franchisee's performance under the Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

Section 23.04 This right of termination or to impose liquidated damages is in addition to any other rights of City upon a failure of Franchisee to perform its obligations under this Agreement. Liquidation damages may be enforced to maximum extent provided by law, to the extent there is any inconsistency between the liquidated damages provisions in this Agreement and other provisions in this Agreement, the other provisions in this Agreement shall control.

Section 23.05 City further reserves the right to terminate the Agreement or impose liquidated damages in the event of any of the following, each of which is considered an event of default:

- A. Breach; Failure to Perform. Franchisee breaches or fails to perform any of its obligations under this Agreement, as it may be amended from time to time.
- B. Misrepresentation. Any misrepresentation or disclosure made to the City by Franchisee in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- C. Seizure or Attachment. There is a seizure or attachment of (other than a prejudgment attachment), or levy affecting possession on, the operating equipment and facilities of Franchisee so as to substantially impair Franchisee's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within 72 hours, excluding weekends and holidays.
- D. Financial Insolvency. Franchisee files a voluntary petition for debt relief under any

applicable bankruptcy, insolvency, debt or relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Franchisee or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) for any part of Franchisee's operating assets or any substantial part of Franchisee's property, or makes any general assignment for the benefit of Franchisee's creditors, or shall fail generally to pay Franchisee's debts as they become due or shall take any action in furtherance of any of the foregoing.

- E. Court Decisions. Any court having jurisdiction shall enter a decree or order for relief in respect of Franchisee, in any involuntary case brought under any bankruptcy, insolvency, debt or relief or similar law now or hereafter in effect, or Franchisee shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestration (or similar official) of Franchisee or for any part of Franchisee's operating equipment or assets, or order the winding up or liquidation of the affairs of Franchisee.
- F. Fraud or Deceit. If Franchisee practices, or attempts to practice, any fraud or deceit upon the City.
- G. Failure to Maintain Coverage. If Franchisee fails to provide or maintain in full force and effect the insurance and/or indemnification coverage as required by this Agreement.
- H. Violations of Regulation. If Franchisee violates any permits, orders or filing of any regulatory body having jurisdiction over Franchisee which violation or noncompliance materially affects Franchisee's ability to perform under this Agreement; provided that Franchisee may contest any such permits, orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the proceedings or appeal, to the extent the Franchisee is able to adequately perform during that period.
- I. Acts or Omissions. Any other act or omission by Franchisee which materially violates the terms, conditions, or requirements of this Agreement, AB 939, as it may be amended

from time to time, SB 1383, as it may be amended from time to time, or an order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notices, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

- J. Termination of Service. If Franchisee ceases to provide Collection service under this Agreement to all or a substantial portion of its customers for a period of 30 days or more, for any reason within the control of Franchisee.
- K. Any other act or omission by Franchisee which materially violates the terms, conditions, or requirements of the Agreement and which is not corrected or remedied within the time set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

Section 23.06 Right to Terminate Upon Default. Upon default by Franchisee, and after the completion of the process described in this Article, City shall have the right to terminate this Agreement without the need for any additional hearing, suit, or legal action.

Section 23.07 Liquidated Damages.

- A. The City finds, and Franchisee agrees, that as of the time of the execution of this Agreement it is impractical to reasonably ascertain the extent of damages which will be incurred by the City because of a material breach by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, without limitation, (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower

costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

- B. Accordingly, the Administrator, or City Council on appeal, may, in their respective discretion, assess liquidated damages in the amounts identified in Exhibit 5 for each corresponding breach identified therein. In addition, the Administrator, or City Council on appeal, may order the assessment against the Surety required above, termination of the Agreement, or both.

- C. City finds, and Franchisee acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Said liquidated damages sums are applicable to each calendar day of delay during which Franchisee is found to be in breach of this Agreement. Franchisee must pay any liquidated damages assessed by the Administrator, or the City Council on appeal, within 10 business days after they are assessed. If they are not paid within the 10 Working Day period, City may withdraw them from the surety and, in addition to any other remedies, terminate this Agreement.

City _____

Franchisee _____

(INITIAL)

ARTICLE XXIV. CITY'S ADDITIONAL REMEDIES

Section 24.01 In addition to any other legal remedies, City has these additional remedies in the event of a default by Franchisee which is not cured after reasonable written notice:

- A. The right to license others to perform the services otherwise to be performed by Franchisee;

- B. The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Franchisee, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief,

to enforce the provisions of this Agreement and to enjoin the breach thereof.

- C. To require that Franchisee continue to provide the services set forth in this Agreement for the lessor of six months or the time it reasonably takes for City to replace the Franchisee.

Section 24.02 City's Damages for Failure to Achieve Diversion Goals. Franchisee agrees that its failure to achieve a compliance with the AB 939, AB 341, AB 1826 and SB 1383, as set forth in this Agreement for the waste stream Collected under this Agreement, arising from failure to maximize Diversion in accordance with the terms and conditions of this Agreement would constitute a material breach of this Agreement. If CalRecycle were to impose administrative civil penalties against City, then City's damages for Franchisee's material breach in its failure to achieve the Diversion goals for City within its Franchise Area as required by this Agreement, would include, without limitation, such administrative civil penalties, attorneys' costs and fees, and City's staff time devoted to the resolution of the administrative civil penalties against City. Franchisee acknowledges that the matters addressed in this Section are damages which would result in the event of a material breach by Franchisee, and not an indemnification, and therefore are not governed by Public Resources Code § 40059.1. Should City terminate this Agreement for Franchisee's failure to achieve Diversion goals, City's damages would include City's unreimbursed attorneys' fees and costs, advertising, and other expenses in the procurement of a replacement Discarded Materials enterprise to provide the services called for in this Agreement.

Section 24.03 Notwithstanding any other provision in this Agreement to the contrary, City may terminate this Agreement if any official of Franchisee, or any associated firm or entity including, without limitation, any parent or subsidiary Franchisee involved with the performance or administration of the Agreement is convicted of, or pleads guilty or nolo contendere to a felony relating to this Agreement or any other agreement for the provision of Discarded Materials services within the jurisdiction of another public entity.

ARTICLE XXV. FRANCHISE TRANSFER; CITY CONSENT; FEES

Section 25.01 Any attempt to transfer, sell, hypothecate, sublet, or assign this Franchise (collectively, a "Transfer") is prohibited. Any such purported action is void *ab initio*. Franchisee may request that the City Council approve such action. City's approval, which will not be

unreasonably withheld, must be reflected in a written resolution adopted by the City Council. For purposes of this Agreement, any dissolution, merger, consolidation, or other reorganization of Franchisee; any sale or other transfer or change in ownership or control of any of the capital stock or other capital or equity interests; or any sale or transfer of 25% or more of the voting stock or ownership interest of Franchisee constitutes a transfer. A change in corporate name only is not a transfer of the Franchise.

Section 25.02 If Franchisee attempts to transfer the Franchise before obtaining City consent, all of the profits or 25% of the Gross Revenues, from the date of attempted transfer until the date of City consent, whichever is greater, must be refunded to the Customers, on a pro rata basis.

Section 25.03 City's decision as whether to consent or not may be based upon the financial strength of the proposed transferee (being at least as strong as the Franchisee's), the history of the transferee in providing services to Commercial Customers of the size and type found in the City, proof that the transferee conducts its services in accordance with sound waste management practices in compliance with all Applicable Laws, transferee providing City with copies of all litigation, fines, and censures and the City determining that such were resolved in an acceptable manner, that neither transferee, nor its officers or managers, has had any relevant criminal convictions, including environmental or public integrity offenses, and any other information required by City for determining the transferee has the ability to perform the services required under this Agreement. If City gives its consent, it may impose conditions, including, without limitation, requiring acceptance of amendments to this Agreement. City may impose reasonable conditions of approval on a transfer, including, without limitation conditions requiring the payment of a transfer fee to the City.

Section 25.04 The prospective transferee has the burden of demonstrating that it has the financial and technical ability to provide the services required under this Agreement.

Section 25.05 Franchisee's internal reorganization does not constitute a transfer provided that City consent to the reorganization is sought and received before any internal reorganization. An internal reorganization includes any change in control of any of the voting stock through its conveyance to an affiliate of Franchisee, or by operation of law. Any request for an internal reorganization must be submitted in writing to the Administrator, not less than 120 days before the proposed effective date of the internal reorganization. Franchisee must reimburse City for all

of its costs to review the request and to determine if it is an internal reorganization. City expenses may include, without limitation, staff, legal (including the City Attorney), and accountant fees and costs. Determination by the City Manager is the City's final decision. Any attempt to implement an internal reorganization without City's consent constitutes a material breach of this Agreement. A reorganization resulting from a transfer or transfers to family members, family trusts, family partnerships, or other entities primarily for estate planning purposes which does not result in a change in beneficial ownership outside of the family of the shareholders of Franchisee, does not constitute a reorganization requiring consent of City.

Section 25.06 Franchise Transfer.

- A. Any application for a Franchise transfer must be made in a manner prescribed by the Administrator. Franchisee must pay a transfer fee to City equal to 1% of the annual revenue for the most recent 12 months before the Effective Date of the proposed change of ownership, multiplied by the number of remaining years, or fraction thereof.
- B. The application must include a deposit of \$20,000, to cover the estimated cost of all direct and indirect expenses, including City staff, consultants', and legal costs (including attorney's fees), incurred by City to adequately analyze the application and the qualifications of the prospective transferee. Any costs incurred by City exceeding \$20,000 must be reimbursed by Franchisee before it submits a proposed transfer to the City Council. Should City's costs be less than \$20,000, City must refund remaining deposit to Franchisee with 30 days after a transfer is considered. These Franchise transfer fees are over and above any Administrative Fees specified in this Agreement.

ARTICLE XXVI. ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

Section 26.01 At City's sole option, within 90 days of the first anniversary of the Effective Date of this Agreement, and each year thereafter throughout the Term of this Agreement, City may hold a public hearing at which Franchisee's representatives must be present and participate, to review Franchisee's performance and quality of service. The reports required by this Agreement regarding Diversion rates and Customer complaints may be utilized as the basis for review. At City's sole option, City may include a Customer service survey as part of the performance review. In addition, any Customer may submit comments or complaints during the

review meetings, either orally or in writing.

Section 26.02 Within 30 days after the conclusion of the public hearing, City should issue a report with respect to the adequacy of performance and quality of service. If any non-compliance with the Agreement is found, City may direct Franchisee to correct the inadequacies in accordance with this Agreement.

ARTICLE XXVII. SYSTEM AND SERVICES REVIEW

Section 27.01 To provide for technological, economic, and regulatory changes in refuse Collection and Recycling, to promote competition in the refuse and Recycling industry and to achieve a continuing, advanced refuse Collection and Recycling system, the following system and services review procedures are established:

Section 27.02 At City's sole option, City may hold a public hearing on or about the first anniversary date of the Agreement at which it reviews Collection and Recycling systems and services. Subsequent system and services review hearings may be scheduled by City each year thereafter. It is City's intent to conduct any system and services review concurrently with any annual review of performance and quality of service.

Section 27.03 Sixty days after receiving notice from City, Franchisee must submit a report to City showing the following:

- A. All refuse Collection, Organic Materials and Recycling services reported in refuse Collection, and Recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Franchisee to City;
- B. Changes recommended to improve the City's Diversion rate;
- C. Any specific plans for provision of such new services by Franchisee, or a justification indicating why Franchisee believes that such services are not feasible for the Franchise Area;
- D. Topics for discussion and review at the system and services review hearing must include, without limitation, services provided, Customer complaints, rights of privacy,

amendments to the Agreement, developments in the law, and new initiatives for meeting or exceeding the Act's goals and regulatory constraints;

E. City and Franchisee may each select additional topics for discussion at any system and services review hearing; and

F. Not later than 60 days after the conclusion of each system and services review hearing, Franchisee must issue a report that identifies services not being provided to City that are considered technically and economically feasible by City. City may require Franchisee to provide such services within a reasonable time.

ARTICLE XXVIII. LIMITATIONS ON SCOPE

Section 28.01 Prohibitions. Franchisee is prohibited from commingling waste Collected from within City's limits with other wastes such as that from the unincorporated area or other cities. However, nothing prohibits commingling of residual waste after Diversion of Recyclable Materials, unless such commingling violates rules or regulations of landfills to which Franchisee transports such residual waste.

Section 28.02 Awarding this Agreement does not preclude the categories of Discarded Materials or other materials listed below from being delivered to and Collected and transported by other persons, provided that nothing in this Agreement is intended to or may be construed to excuse any person from obtaining any authorization from the City which is otherwise required by law:

Section 28.03 This Franchise Agreement does not include state run school systems, lawfully operated Self-Haulers, Residential Units, or others exempt from the Franchise as permitted by law.

Section 28.04 Recyclable and Organic Materials. Other persons maintain the right to: (i) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (ii) sell, in a commercial transaction, for Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by the service recipient to a third person in the form of discounted service fees, rebates or otherwise.

Section 28.05 Self-Hauled Materials. A Generator may transport Recyclable Materials, and Organic Materials for processing, generated in or on their own Premises with their own vehicle(s), equipment, and/or employees. Self-Hauler must deliver any Recyclable Materials or Organic Materials to a permitted facility and have proof of transactions, such as weight tickets, to document any Self-Haul transaction in accordance with the ESMC.

Section 28.06 Construction and Demolition Debris (C&D). Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total construction and demolition service offered by said licensed company or by City, where the licensed company utilizes its own equipment.

Section 28.07 Donated or Sold Materials. Any items which are Source Separated at any Premises by the Generator and sold or donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are Collected by a non-franchised waste hauler that is not an IRC § 501(c)(3) organization.

Section 28.08 Food Scraps. Food scraps that are separated by the Generator and used by the Generator or distributed to other person(s) for lawful use as animal feed, in accordance with 14 Cal. Code Regs. §18983.1(b)(7). Food scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.

Section 28.09 Beverage Containers. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Public Resources Code § 14500, *et seq.*

Section 28.10 Materials Removed by Customer's Contractor as an Incidental Part of Services. Recyclable Materials, Organic Materials, Solid Waste, and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service.

Section 28.11 On-site or Community Composting. Organic Materials composted or otherwise legally managed at the site where it is generated (e.g., backyard composting, or on-site anaerobic digestion) or at a Community Composting site.

Section 28.12 Excluded Waste. Excluded Waste regardless of its source.

Section 28.13 Materials Generated by State and County Facilities. Materials generated by State and County facilities located in the City, including without limitation the El Segundo and Wiseburn Unified School Districts, provided that the Generator has arranged services with other persons or has arranged services with another contractor through a separate agreement.

Section 28.14 Franchisee acknowledges and agrees that City may allow other persons besides the Franchisee solely to Collect materials identified in this Section that are excluded from the scope of this Franchise, as set forth above, without seeking or obtaining approval of Franchisee.

Section 28.15 This Agreement and scope of this Franchise must be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Franchisee agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that City is not responsible for any lost profits or losses claimed by Franchisee to arise out of limitations to the scope or provisions of the Agreement set forth herein.

ARTICLE XXIX. GENERAL PROVISIONS

Section 29.01 Force Majeure. Franchisee is not in default under this Agreement should the Collection, transportation, and/or Disposal services of Franchisee are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting City; sabotage; civil disturbance; insurrection; explosion; terrorist attack in any form including, without limitation, bombs, airplane crashes, or any chemical, biological, or radiological weapon or device; natural disasters such as floods, earthquakes, landslides, and fires; or other catastrophic events which are beyond the reasonable control of Franchisee. "Other catastrophic events" does not include the financial inability of Franchisee to perform, service disruptions due to a work stoppage associated with a labor dispute, failure of Franchisee to obtain any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public agency where such failure occurs despite the exercise of reasonable diligence by Franchisee.

Section 29.02 Independent Contractor. Franchisee is an independent contractor and not an officer, agent, servant, or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing in this Agreement may be construed as creating a partnership or joint venture between City and Franchisee. Neither Franchisee nor its officers, employees, agents, or subcontractors may obtain any rights to retirement or other benefits which accrue to City employees.

Section 29.03 Pavement Damage. Normal wear and tear on City's Streets resulting from general vehicular traffic excepted, Franchisee is responsible for damage to City's driving surfaces, whether or not paved, resulting from the operation of Franchisee's vehicles providing Discarded Materials services within City, willful or negligent. Franchisee understands that the exercise of this Franchise may involve operation of its Collection vehicles over private roads and streets. Disputes between Franchisee and its customers as to damage to private pavement are civil matters and complaints of damage will be referred to Franchisee as a matter within its sole responsibility.

Section 29.04 Property Damage. Any physical damage caused by the negligent or willful acts or omissions of employees of Franchisee to City must be repaired or replaced by Franchisee, at Franchisee's sole expense. Except as otherwise provided, this Agreement does not purport to affect, in any way, Franchisee's civil liability to any third parties.

Section 29.05 Governing Law; Venue. California law governs this Agreement. In the event of litigation between the parties, venue in state trial courts lies exclusively in the County of Los Angeles Superior Court. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California. Franchisee waives its right to jury trial.

Section 29.06 Fees and Gratuities. Franchisee may not, nor may it permit any officer, agent, employee, or subcontractor employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the Collection, transportation, Recycling, processing, or Disposal of Discarded Materials other than what is required to be Collected under this Agreement.

Section 29.07 Notices. All notices required or permitted to be given under this Agreement must be in writing and be personally delivered, sent via a reputable overnight delivery service

(e.g., FedEx), or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City Manager
City of El Segundo
350 Main Street
El Segundo, California 90245

Copy to: Director of Public Works
City of El Segundo
350 Main Street
El Segundo, California 90245

Copy to: City Attorney
City of El Segundo
350 Main Street
El Segundo, California 90245

To Franchisee: 




Notice is effective on the date personally delivered, the date of delivery by an overnight delivery service provider (as evidenced by a written or electronic delivery confirmation), or, if mailed, three business days from the date such notice is deposited in the United States mail. 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.

Section 29.08 Savings Clause and Entirety. If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision does not affect the validity and enforceability of any of the remaining provisions of this Agreement.

Section 29.09 Exhibits Incorporated. Exhibits 1 through 14 are attached. These Exhibits are

incorporated in this Agreement by reference and to the extent there is any inconsistency between Exhibit 6 and 7 and this Agreement, the terms and provisions of this Agreement govern.

ARTICLE XXX. MISCELLANEOUS PROVISIONS

Section 30.01 Upon submission of this Agreement to City for approval, Franchisee must reimburse City for expenses, including staff time, consultants' and attorneys' fees, and expenses associated with granting this Agreement. The reimbursement for this Agreement shall range from \$25,000 to \$30,000 and will be determined upon completion of the selection process. Should City Council fail to approve this Agreement, the funds submitted to City by Franchisee will be returned by City to Franchisee within 30 days after City Council denial.

Section 30.02 Franchisee warrants that it will comply with all Applicable Laws relating to the services it will perform pursuant to or arising from this Agreement including, without limitation, implementing regulations, as they, from time to time, may be amended, specifically including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the California Integrated Waste Management Act of 1989; South Coast Air Quality Management District Rules; and all other applicable federal, state, and local laws and regulations whether or not such are specifically identified in this Agreement.

Section 30.03 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

Section 30.04 This Agreement will be interpreted as being drafted jointly by the parties to this Agreement and words and terms are ascribed their defined or ordinary meaning and may not be interpreted against either party hereto based upon any allegation that one of the parties was responsible for the drafting of this Agreement. This Agreement contains the entire understanding between the parties and any prior statement, Agreements or representations are superseded hereby.

Section 30.05 If Franchisee is a subsidiary of a parent company, the parent company must

execute a guaranty in form attached as Exhibit 9 as a condition precedent to this Agreement becoming effective.

Section 30.06 Successors. All the terms, conditions and covenants of this Agreement will inure to the benefit of and be binding upon the Parties' successors and assigns. The provisions of this Section will not be deemed as a waiver of any of the conditions against assignment as set forth herein.

Section 30.07 Records. The Parties will maintain full and accurate records with respect to all services and matters covered under this Agreement. Each Party will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings, and activities. The Parties will retain such financial and program service records for at least three years after termination or final payment under this Agreement.

Section 30.08 Consistency. In interpreting this Agreement and resolving any ambiguities or inconsistencies between this Agreement and its Exhibits, the inconsistencies or ambiguities will be resolved in the following order:

- A. The main body of this Agreement; and then
- B. Exhibits to this Agreement.

Section 30.09 Acceptance of Electronic Signatures/Counterparts.

- A. The Parties agree that agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile or by e-mail/PDF transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.
- B. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

Section 30.10 City is subject to the California Public Records Act (Government Code §

7920.000, *et seq.*) and nothing in this Agreement is intended to impair City's requirements or obligations under that Act. Franchisee agrees that all data and reports including without limitation business operations, Customer lists, routing, tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and work force and bargaining agreements, do not constitute proprietary information or trade secrets and must be made available to the Administrator or their designee upon request and within five Working Days.

Section 30.11 Transition to Next Discarded Materials Enterprise. If in the final 12 months of the period during which Franchisee is to provide Collection services under this Agreement, Franchisee and City have not entered into a succeeding agreement, Franchisee must cooperate fully with City and the subsequent Discarded Materials enterprise(s), Franchisee(s), licensee(s), permittee(s), or other Person providing services similar to the services so as to assure an efficient, orderly, timely, and effective transition. In that regard, Franchisee agrees to make available to City and to prospective proposers in any competitive process used by City to select a successor, route maps, customer lists, and all other records requested by City.

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

CITY OF EL SEGUNDO

[Franchisee]

Title: Mayor

Title:

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

By: _____
Mark D. Hensley
City Attorney

This page intentionally left blank.

EXHIBIT 1:
FRANCHISE AREA OF THE AGREEMENT

Exhibit 1 is a map of the City of El Segundo on file with the City Clerk. It is incorporated into this Agreement by this reference.

This page intentionally left blank

EXHIBIT 2:

RESERVED

EXHIBIT 3:
CONTAINER SPECIFICATIONS

All containers provided to Customers by Franchisee must meet these minimum specifications.

Container Standards: All carts are to be new, unless the Customer was already being served by Franchisee immediately prior to the effective date of this Agreement, and all bins (including roll-offs) distributed to customers are to be clean, newly painted, in good repair, and free of graffiti and tags. Bins provided for temporary or drop-box service do not have to be newly painted, but must be clean, in good repair, and free of graffiti and tags.

1. All Carts must be manufactured by injection or rotational molding methods. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles must provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable. Carts provided to Customer must have a useful life of 10 or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to the City.
2. Carts must remain durable, and at a minimum, must meet the following durability requirements to satisfy its intended use and performance, for the Term of this Agreement: maintain its original shape and appearance; be resistant to kicks and blows; require no routine maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that interferes with its intended use; resist degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats); the bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface; all wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended.
3. Carts must be resistant to common household or Residential products and chemicals; human and animal urine and feces; and, airborne gases or particulate matter currently present in the ambient air of the Service Area.

EXHIBIT 3:
CONTAINER SPECIFICATIONS

4. All Bins with a capacity of one cubic yard or more must meet applicable Federal regulations for Bin safety and be covered with attached lids.
5. Franchisee must obtain City's written approval of Container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.
6. When purchasing plastic Collection Containers, Franchisee must purchase Containers that contain a minimum of ten percent (10%) post-consumer recycled plastic content, unless such requirement is waived by the City Administrator.
7. Container lids must be designed such that the follow requirements are met when properly utilized by the customer:
 - a. Prevents the intrusion of rainwater and vectors;
 - b. Prevents the emissions on odors;
 - c. Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
 - d. Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
 - e. Hinges to the Cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body;
 - f. Prevents damage to the Container body, the lid itself, or any component parts through repeated opening and closing of the lid by Generators or in the dumping process as intended;
 - g. Remains closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the

EXHIBIT 3:
CONTAINER SPECIFICATIONS

original designed and intended positions when either opened or closed or any position between the two (2) extremes; and,

- h. Designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.
8. Containers must be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. Containers must be capable of maintaining upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.
9. Containers must be capable of being easily moved and maneuvered, if applicable, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.
10. All such Containers must be recyclable at the end of their useful life.
11. All Containers must be designed and constructed to be watertight and prevent the leakage of liquids.

Container Colors: Franchisee must provide all Customers with Collection Containers that comply with the Container color requirements specified in this Exhibit 3, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. Colors must be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and the lids and bodies must be uniform for each Container type, as follows:

1. Source Separated Recyclable Materials Container lids must be blue;
2. Source Separated Organic Materials Container lids must be green; and,
3. Solid Waste Container lids must be gray.
4. Source Separated Food Waste Container lids must be brown.

EXHIBIT 3: CONTAINER SPECIFICATIONS

Hardware such as hinges and wheels on the Containers may be a different color than specified above. All Containers must comply with these color requirements..

New Containers purchased, must have consistent colors that will be in compliance with the Container color requirements specified in SB 1383, 14 CCR Section 18984.8. However, in accordance with Container requirements specified in SB 1383, Franchisee is not required to replace existing Containers that do not comply with the color requirements, including Containers purchased before January 1, 2022, before the end of the useful life of those Containers, or before January 1, 2036, whichever comes first. Franchisee is required to have all Containers in compliance with the color requirements of SB 1383 by January 1, 2036.

Container Labeling: Refuse, Recyclable Materials, and Organic Materials Carts must carry stickers/labels or other identifying markings indicating the materials that should and should not be placed in each Container.

All Carts that are not currently in Franchisee's inventory must include a high-quality educational information label using in-mold technology, such that all labeling must be integral to the outside of the lid, through the use of injection molding, and may not be affixed to any part of the Cart or lid using adhesives. Notwithstanding the provisions of this Exhibit 3, or the requirements of SB 1383, the in-mold lid label must, at a minimum, include for each Container: primary materials accepted; a clear indication of Prohibited Container Contaminants for that Container type, notification forbidding Hazardous Waste and describing proper Disposal thereof. Design for the in-mold labels must be approved by City before ordering labels or Carts. Lids must be replaced when in-mold labels become worn, but no later than 90 days of request from City.

Information on the Refuse Carts must include the telephone number to call for Franchisee for Bulky Item pickups and for general Customer service. All Carts must be labeled in accordance with CalRecycle requirements under SB 1383 throughout the Term of this Agreement. In-mold

EXHIBIT 3: CONTAINER SPECIFICATIONS

labels must be designed to include English, Spanish, and Chinese. Hot stamps must be on the top of the lid and/or on the body of the Cart and be reviewed and approved by City.

Service Standards:

1. All Customers receiving cart service must be initially provided with new carts.
2. When a Customer notifies Franchisee of a broken or damaged container, Franchisee must replace or repair the container before the Customer's next scheduled collection.
3. If a Customer reports that a container has been stolen and Franchisee can verify that the container has been stolen and not re-purposed, Franchisee must provide the Customer with a replacement container before the Customer's next scheduled collection.
4. Customers provided with bin service have the option to select one or more bin. When determining the level of service to be provided to a Customer receiving bin service, Franchisee must present the Customer with the combination of bin size, quantity, and frequency of weekly collection that meets the Customer's needs at the lowest possible monthly cost.
5. If a Customer consistently overfills a container such that on collection day refuse is spilling from the container, and the Customer refuses to accept a larger container or an additional container, Franchisee must bring this situation to the attention of the Administrator. The Administrator may take measures allowed by the El Segundo Municipal Code to ensure that the Customer is subscribing to a level of service consistent with its needs.
6. After containers are emptied, they must be returned to the location from which they were picked up by Franchisee's employees, upright and with lids properly secured. Franchisee's employees must use reasonable means to ensure that containers are not deposited in any driveway, sidewalk, or street other than at the curb.

This page intentionally left blank

EXHIBIT 4:
PLANNING REQUIREMENTS AND CUSTOMER SERVICE AND
EDUCATION

4.1 Customer Education and Communication

Franchisee must provide all Customers with education and information materials as follows:

- 4.1.1 To all Customers during the Pre-service Planning Period described in Section 5 of this Agreement, and to all new customers, written information that describes:
- a. Franchisee's services, including how materials are Diverted from Disposal and container sizes available;
 - b. Customer's collection schedule, including when collection will occur when a Customer's collection day falls on a Holiday, and those Holidays that are observed by Franchisee;
 - c. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers;
 - d. How containers are to be placed and made accessible for collection by Franchisee;
 - e. Proper handling and disposal of hazardous wastes and universal wastes, including identification of local facilities and events that accept these wastes;
 - f. How to contact Franchisee's customer service office, including the telephone number, email address, and times during which customer service personnel are available to respond to customer requests;
 - g. Franchisee's policy for investigating and responding to Customer complaints and requests for service;

EXHIBIT 4:
PLANNING REQUIREMENTS AND CUSTOMER SERVICE AND
EDUCATION

- h. The availability of rollout/backyard service, the fees associated with this service;
- i. The temporary bin services available from the Franchisee;
- j. A description of the requirements of AB 341, and AB 1826, and SB 1383 and an explanation of how these requirements affect the Customers;
- k. Methods by which Customers may pay their bills.

4.2 Quarterly Outreach. Once per quarter throughout the Term of this Agreement, Franchisee must provide Customers with a newsletter or bill insert, as determined by the Administrator, that describes and discusses:

- a. The percent of waste and materials collected from Customers that Franchisee has Diverted from Disposal during the previous six months;
- b. Upcoming local events for the collection of hazardous and universal waste;
- c. Planned changes to Franchisee's services, collection schedules, or routes;
- d. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers;
- e. Any other issues related to the Franchisee's services that are affected by Customer behavior.

4.3 Educational Materials for Tenants. Franchisee must provide Commercial Premises and property managers/Owners with public education materials, required by SB 1383, for their distribution to all tenants, employees, contractors, and customers of the property annually (or more frequently upon Customer request). The public education materials must include, at a minimum, information about Organic Waste recovery requirements, proper sorting of

EXHIBIT 4:
PLANNING REQUIREMENTS AND CUSTOMER SERVICE AND
EDUCATION

Discarded Materials, and move-in/move-out information and procedures. Commercial Premises and City property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.

- 4.3.1 Franchisee must provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. For Customers receiving electronic bills, Franchisee agrees to distribute newsletters, bill insert, or other information as attachments to Customer invoices, within Franchisee's billing system requirements. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments may not be provided as links). Upon City request for billing inserts, Franchisee must comply with such request during its next billing cycle for the targeted Customer group, if specified. Franchisee must perform this service with no additional requirement for compensation.
- 4.3.2 Before distributing any materials to Customers, Franchisee must provide drafts of these materials to the Administrator for review and comment at least 30 days prior distribution of these materials to Customers.
- 4.3.3 Franchisee's customer service telephone number and email address is to be identified on all materials distributed to Customers.
- 4.3.4 All costs for preparation, printing, and distribution of customer education and information materials is to be at Franchisee's expense, and may not be billed to or the responsibility of City or Franchisee's Customers.

EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES

The following liquidated damages apply and are due and payable by Franchisee for breaches of the terms of this Agreement by Franchisee.

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
1. Franchisee Operations	
1.1 Failure of Franchisee to achieve and maintain a monthly Diversion standards as described in Article 8 and Exhibit 11 of this Agreement.	\$5,000 for the first month in any 12-month period that the required Diversion standards are not achieved or maintained; \$10,000 for the second month in any 12-month period that the required Diversion standards are not achieved or maintained; \$15,000 for the third month (and any additional months) in any 12-month period that required Diversion standards are not achieved or maintained.
1.2 Reserved.	
1.3 Failure to cleanup litter or spills from Franchisee's vehicles as specified in this Agreement	\$500 per incident
1.4 Failure to deliver a container to a Customer or make a container exchange requested by a Customer before the Customer's next scheduled collection.	\$100 per incident
1.5 Failure to repair or replace a damaged or missing container before the Customer's next scheduled collection.	\$100 per incident

1.6	Failure to respond to a Customer service request within 24 hours or the end of the next business day, whichever is sooner.	\$100 per incident
1.7	Failure to notify a Customer of the reason for non-collection.	\$100 per incident
1.8	Failure to collect a missed pick-up before the end of the next business day after receiving a notice	\$200 per incident

**EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES**

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
	from Customer	
1.9	Failure to replace containers in their approximate original, upright position after service more than 20 times in any month	\$200 per incident greater than 20 per month
1.10	Failure to repair damage caused to private property within 30 days	\$500 for each day greater than 30 that the damage is not repaired
1.11	Failure to begin service to a new Customer within 5 business days of receiving Customer request	\$200 per incident
1.12	Failure to remove containers from a premises that is no longer receiving service from Franchisee within 3 days of being requested to do so by the City or Customer	\$500 per day that the containers are not removed after request by the City of Customer
1.13	Providing services to Customers that are not authorized by this Agreement	\$1,000 per incident

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
2. Franchisee Vehicles		
2.1	Use of vehicles that are not in compliance with SCAQMD Rule 1193	\$5,000 per vehicle per day that such a vehicle is used in the City
2.2	Use of any vehicles in the City that have not been properly registered or inspected	\$500 per vehicle per day that such a vehicle is used in the City

**EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES**

2.3	Failure to remove graffiti or tagging from vehicles	\$500 per vehicle
2.4	Use vehicles that are not in compliance with SB 1383 approved renewable fuel when required to do so by this Agreement.	\$5,000 per vehicle per day that such a vehicle is used in the City

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
3. Containers		
3.1	Failure to provide containers that meet the minimum standards specified in this Agreement	\$10 per container not meeting the minimum standards
3.2	Failure to place labels or stickers on containers as required by this Agreement	\$10 per container
3.3	Failure to remove graffiti or tagging from containers	\$25 per incident

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
4. Submittals to the City		
4.1	Failure to provide a monthly report, annual report, or other required submittal by the due date	\$100 per day that the report or submittal is not submitted
4.2	Submittal of false or inaccurate information on a report or form	\$1,000 per incident per report
4.3	Failure to provide verification of insurance or copies of inspections or certifications requested by City or required by this Agreement by the due date	\$250 per incident
4.4	Failure to provide an acceptable annual update to Franchisee's Waste Disposal and Diversion Plan	\$500 per incident

EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
5. Communication with Customers		
5.1	Reserved	
5.2	Reserved	
5.3	Failure to provide advance copies of notifications to Customers to the City for review and comment	\$500 per incident
5.4	Failure provide notifications, newsletters, or other Customer education materials required by this Agreement	\$1,000 per incident
5.5	Acceptance or demands for gratuities or any other payments from Customers not specifically authorized by this Agreement	\$5,000 per incident
5.6	Representing that Franchisee has the exclusive right to provide services to Customers	\$1,000 per incident
5.7	Including terms or conditions in service agreements with Customers that are not in compliance with the terms of this Agreement	\$500 per incident

Conditions When Liquidated Damages Apply		Liquidated Damage Amount
6. Accuracy of Billing		
6.1	Each Customer invoice that is not itemized in accordance with the requirements of this Agreement	\$25 per invoice not to exceed \$2,500 per Billing run
6.2	For each instance or invoice in which Franchisee	\$50 per incident

EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
imposes a fee for a service not requested by the service recipient which exceeds ten (10) such occurrences annually:	
6.3 Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing Complaint within seven Business Days from the Complaint:	\$100 per incident Each additional day response not provided: \$50

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
7. Cooperation with Service Provider Transition	
7.1 For each day routing information requested by City in accordance with Section 30.12 is received after City-requested due dates, both for preparation of a request for proposals and for new service provider's implementation of service	\$250 per day
7.2 Reserved.	

EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
8. SB 1383 Requirements - Failure to meet SB 1383 requirements set forth below	
8.1 Use of Unauthorized Facilities. For each individual occurrence of delivering Discarded Materials to a Facility other than an Approved Facility(ies) for each Discarded Material type under this Agreement.	<p>1st violation - \$50 per Ton per occurrence</p> <p>2nd violation - \$100 per Ton per occurrence</p> <p>3rd and subsequent violations - \$250 per Ton per occurrence</p>
8.2 Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring support in accordance with Section 11.2 of this Agreement.	<p>1st violation - \$50 per route per occurrence</p> <p>2nd violation - \$100 per route per occurrence</p> <p>3rd and subsequent violations - \$250 per route per occurrence</p>
8.3 Failure to Comply with Container Labeling and Colors. For each occurrence of Franchisee's failure to comply with Container labeling and color requirements pursuant to SB 1383.	<p>1st violation - \$50 per occurrence</p> <p>2nd violation - \$100 per occurrence</p> <p>3rd and subsequent violations - \$250 per occurrence</p>
8.4 Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to SB	<p>1st violation - \$50 per occurrence</p> <p>2nd violation - \$100 per</p>

**EXHIBIT 5:
SCHEDULE OF LIQUIDATED DAMAGES**

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
1383, and/or other inspection required by this Agreement.	occurrence 3rd and subsequent violations - \$250 per occurrence
8.5 Failure to Issue Contamination Notices. For each failure of Franchisee Collection personnel to issue contamination notices and Non-Collection Notices and maintain documentation of issuance as required by 13.02 of this Agreement.	1st violation - \$50 per route per day 2nd violation - \$100 per route per day 3rd and subsequent violations - \$250 per route per day
8.6 Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 13.02 of this Agreement.	1st violation - \$50 per occurrence 2nd violation - \$100 per occurrence 3rd and subsequent violations - \$250 per occurrence
8.7 Failure to establish a recycling and/or organics program for each Customer in compliance with SB 1383, unless provided a waiver by the City.	\$100 per non-compliant Customer per year as of December 31 of each year
8.8 Failure to Maintain and/or Provide Access to Information Systems.	\$100 per day

Payment of any liquidated damages by Franchisee does not release Franchisee from fulfillment of the terms of this Agreement.

This page intentionally left blank

EXHIBIT 6:
CITY REQUEST FOR QUALIFICATIONS AND FRANCHISEE'S
STATEMENT OF QUALIFICATIONS

This page intentionally left blank

EXHIBIT 7:
CITY REQUEST FOR APPLICATIONS AND FRANCHISEE'S APPLICATION
FOR A WASTE COLLECTION AND RECYCLING FRANCHISE

This page intentionally left blank

EXHIBIT 8:
EXHIBIT RESERVED

This page intentionally left blank

EXHIBIT 9:
FORM OF GUARANTY

PARENT COMPANY GUARANTEE

This GUARANTEE AGREEMENT ("Guarantee") is made as of the _day of _____, 2024, by _____ ("Guarantor"), for the benefit of the City of El Segundo ("City"). Guarantor and City are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS City has entered into a Solid Waste Hauling Franchise Agreement (the "Agreement") dated _____, 2024 with _____ ("Franchisee") pursuant to which Contractor is obligated to provide multi-family and commercial solid waste hauling services within the City on the terms and conditions set forth therein.

WHEREAS Guarantor is the parent organization of Franchisee;

WHEREAS Guarantor has agreed to guarantee the performance of the Agreement in the manner hereinafter set forth;

WHEREAS this Guarantee is approved by, or is made pursuant to authority granted by, the Board of Directors of Guarantor;

WHEREAS the Board of Directors of Guarantor has determined that this Guarantee directly, or indirectly, benefits Guarantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

EXHIBIT 9:
FORM OF GUARANTY

1. In consideration of the City entering into the Agreement with the Franchisee, as Guarantor hereby acknowledges, Guarantor hereby unconditionally and irrevocably guarantees to the City:
 - 1.1 The due and punctual performance and observance by the Franchisee of all duties, acts, covenants and obligations to be performed or observed by the Franchisee under or pursuant to the Agreement; and
 - 1.2 The due and punctual payment by the Franchisee of all sums payable under or pursuant to the Agreement to the City as and when the same fall due.
2. In the event Franchisee fails to carry out, observe or perform any of the acts, obligations, duties, undertakings, covenants and conditions under the Agreement, Guarantor will be liable for and must indemnify City against all losses, damages, costs, expenses, whatsoever which City may incur by reason or as a consequence or any such failure on the part of Franchisee.
3. Guarantor is not discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 3.1 Any alteration to the nature of the extent of the services or otherwise to the terms of the Agreement
 - 3.2 Any allowance of time, forbearance, indulgence or other concession granted to the Franchisee under the Agreement or any other compromise or settlement of any dispute between the City and the Franchisee;
 - 3.3 The liquidation, bankruptcy, administration, dissolution, or any change in name, composition or constitution of the Franchisee or the Guarantor.
4. Guarantor understands and acknowledges the critical nature of the services provided by Franchisee pursuant to the Agreement, and the critical importance of those services being provided to the community in a timely fashion. The failure of Franchisee to timely collect

EXHIBIT 9:
FORM OF GUARANTY

and haul solid waste in accordance with the terms and conditions of the Agreement poses a significant risk to public health and safety. Consequently, Guarantor's duty to guarantee the punctual performance of Franchisee's 'solid waste collection and hauling obligations attach immediately upon demand from the City and without regard to whether City has yet taken action against Franchisee or exhausted all or any remedies available to it under the Agreement.

5. This Guarantee is a continuing guarantee and, accordingly, remains in effect until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Franchisee under the Agreement, or any amendments thereto, are satisfied or performed in full and is in addition to and not in substitution for any other security for which the City may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Franchisee. The City's rights under this Guarantee are in addition to and not exclusive of those provided by the Agreement or by law.
6. Notwithstanding anything to the contrary herein, Guarantor's liability under this Guarantee may not exceed Franchisee's liability under the Agreement. Guarantor does not waive any right to assert against the City any defense that the Franchisee could assert under the Agreement.
7. All notices, requests, demands and other communication under this Guarantee are deemed to be given (a) when delivered in person to the address of the Party listed below, (b) upon confirmation of receipt when transmitted by facsimile transmission to the number of the Party listed below, (c) upon receipt after dispatch by registered or certified mail to the address of the Party below, or (d) on the next business day if transmitted by national overnight courier to the address of the Party below, with confirmation of delivery.

EXHIBIT 9:
FORM OF GUARANTY

To Guarantor:

To City:

City of El Segundo

Attn: City Manager

350 Main Street

El Segundo, CA 90245

8. This Guarantee is binding upon Guarantor and its successors and assigns.
9. This Guarantee constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Each of the Parties acknowledges that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever, and acknowledges that the Party has not executed or authorized the execution of this Guarantee in reliance upon any such promise, representation or warranty, that is not expressly contained herein. Guarantor is responsible for guarantying all obligations of the Franchisee under the Agreement and any amendments thereto.
10. Each of the individuals signing this agreement on behalf of a Party hereto warrants and represents that such individual is duly authorized and empowered to enter into this agreement and bind such Party hereto.

EXHIBIT 9:
FORM OF GUARANTY

IN WITNESS WHEREOF, the Parties have executed this Guarantee as of the date first hereinabove set forth.

GUARANTOR:	CITY:
[NAME]	
By:	By:
Print:	Print:
Title:	Title: City Manager

This page intentionally left blank

EXHIBIT 10:
SCHEDULE OF SUBMITTALS

Report or Submittal		Due Date
1.	Copies of initial education and marketing materials for distribution to new customers	Within 45 days of the Effective Date of this Agreement
2.	Copies of Customer notifications and educational materials provided to the City	Within 30 days before distribution to Customers
3.	Proof of insurance - initial	Before the execution of this Agreement
4.	Proof of insurance - revisions or updates	Within ten days of the effective date of any change or revision
5.	Monthly Report	Within 30 days after the end of the month
6.	Identification of Customers that generate more than 2 cubic yards of Solid Waste per week and refuse to participate in Franchisee's recycling programs	Within 30 days of customer refusal to participate
7.	Initial Waste Disposal and Diversion Plan	May 1, 2025
8.	Copies of collection route maps and customer lists	Submitted with Part II of Franchisee's transition plan, and 45 days before the implementation of any changes
9.	Copy of Franchisee's contingency plan (Section 11.07)	May 1, 2025 and whenever the plan is changed or updated.

EXHIBIT 10:
SCHEDULE OF SUBMITTALS

	Report or Submittal	Due Date
10.	Listing of Franchisee's Customers that are covered by the requirements of AB 341, AB 1826, and SB 1383	Initial list by May 1, 2025. Annual updates on September 1 of each year.
11.	Annual Activities Report (Section 21.03)	March 1 annually

EXHIBIT 11:
EXAMPLE OF THE FRANCHISEE COLLECTED DIVERSION RATE
CALCULATION METHOD

Calculation. Franchisee must achieve and maintain a Diversion rate that is to be calculated for each reporting period as follows:

- A. Total weight (in tons) of Solid Waste, Recyclable Materials, and Organic Materials collected by Franchisee from Customers in the City that is Diverted from Disposal, divided by the total weight (in tons) of Solid Waste, Recyclable Materials, and Organic Materials collected by Franchisee from Customers in the City during the same reporting period.

Example: During a reporting period, Franchisee collected and diverted the following quantities:

	Collected From Customer	Diverted from Disposal
Solid Waste	500 tons	100 tons
Recyclable Materials	200 tons	156 tons
Organic Materials	200 tons	122 tons
Totals	900 tons	378 tons

The Franchisee’s Diversion rate for this reporting period would be calculated as:

$$378 \div 900 = 42.0\%$$

- B. Franchisee must calculate its Diversion rate each month and report this rate to City in a method and form specified by City.
- C. Notwithstanding the other provisions of this Agreement, Franchisee must Divert from Disposal not less than sixty-five percent (65%) of all Construction and Demolition Debris collected when providing the Temporary Bin Services authorized by this Agreement.

This page intentionally left blank

EXHIBIT 12:

RESERVED

EXHIBIT 13: REPORTS

- 13.1 Records. Records must be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:
- 13.1.1 Evaluate past and expected progress towards achieving the Franchisee's Diversion goals and objectives.
 - 13.1.2 Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
 - 13.1.3 Determine needs for adjustment to programs.
 - 13.1.4 Evaluate Customer service and Complaints.
 - 13.1.5 Determine Customer compliance with Applicable Law and any subsequent State-mandated Recycling requirements.
- 13.2 Monthly Reports. Monthly reports must be submitted by Franchisee to the City and include the following information pertaining to the most recently-completed calendar month. In addition, each monthly report must include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year before the submittal of the current monthly report. Franchisee must report the information included in the following subsections.
- 13.2.1 The weights of Solid Waste, Recyclable Materials, and Organics collected in the City, and recycled, processed, composted, transformed and disposed by Franchisee. These reports must be in a form and method specified by the City;
 - 13.2.2 The number of Customers to which Franchisee has provided temporary bin service, the total weight of materials collected, recycled, composted, and disposed from the

EXHIBIT 13: REPORTS

temporary bin service provided, and the gross receipts received for the temporary bin service provided;

- 13.2.3 The name of each facility utilized by Franchisee and the weight of Solid Waste, Recyclable Materials and Organics taken to each facility by Franchisee. It is Franchisee's responsibility to demonstrate to City's satisfaction that the weights reported by Franchisee are true and accurate and represent weights of Solid Waste, Recyclable Materials, and Organics actually collected in the City by Franchisee. All information reported to the City is subject to audit and verification by the City;
- 13.2.4 Solid disposal weights reported to the City by Franchisee must be the same as those identified as being from the City and reported by Franchisee to the operators of facilities utilized by Franchisee, Los Angeles County, and the State of California Disposal Reporting System; and,
- 13.2.5 Contamination Monitoring Report. Description of the Franchisee's process for determining the level of contamination or Container overfilling. Franchisee must document the contamination and/or overfilling through use of film or digital photography.
- 13.2.5.1 A record of each special pick-up fee assessed, which must include, at a minimum:
- a. Name and address of the Customer;
 - b. The date the contaminated Container was observed;
 - c. The staff who conducted the inspection;
 - d. The total number of violations found and a description of what action was taken for each;
 - e. Copies of all notices to Customers with Prohibited Container Contaminants; and,

EXHIBIT 13:
REPORTS

- f. Photographic documentation.
- 13.2.5.2 Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
- 13.2.5.3 Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee assessment notices issued, which for each notice must include the date of issuance, Customer name, and service address.
- 13.2.5.4 A list of all Customers assessed Contamination Processing Fees, pursuant to Section 4.10 of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the Contamination Processing Fee; the total number of instances Contamination Processing Fees were assessed in the month; and the total amount of fees collected in the month.
- 13.2.5.5 Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.
- 13.2.6 Education and Outreach
 - 13.2.6.1 A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 12.4 of the Agreement and Exhibit 4, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, website, and social media postings.
 - 13.2.6.2 A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.

EXHIBIT 13: REPORTS

- 13.2.6.3 For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
- 13.2.6.4 A copy of all electronic media—e.g., social media posts, e-mail communications, or other electronic messages—including the dates posted or sent. A summary report must be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g., open and click-through rates for email marketing, engagement numbers for social media, etc.).
- 13.2.6.5 Summary of the results of the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
- 13.2.6.6 Dates, times, and group or event names of any site visits, meetings, and events attended in the month.
- 13.2.7 Service Complaint Log Record of all complaints, including date, time, complainant's name and address (if the complainant is willing to give this information) and the nature and date and manner of resolution of complaint.
- 13.2.8 SB 1383 Non-Compliance Complaint Log. Record of all received including the following information:

EXHIBIT 13:
REPORTS

- 13.2.8.1 Total number of Complaints received, and total number of Complaints investigated.
- 13.2.8.2 Copies of documentation recorded for each Complaint received, which must at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) The identity of any witnesses, if known.
- 13.2.8.3 Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 14.03 of this Agreement, which includes at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.
- 13.2.9 Renewable fuel usage totals expressed in units as required by SB 1383.
- 13.2.10 Hazardous Waste Diversion Reports.
- 13.2.11 Warning Notice Reports. Record of all warning notices, including date, time, Customer's name, address, and a monthly total.
- 13.3 Annual Report. The annual report is the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly report. The annual report is due March 1, for the period of January 1 – December 31, annually in a form approved by the City, including, but not limited to, the following information:

EXHIBIT 13: REPORTS

- 13.3.1 A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year.
 - 13.3.2 The number of customers for each class and level of service.
 - 13.3.3 A record of all compliance agreements for quarantined Organic Materials that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Materials that was required to be Disposed at a landfill, pursuant to Section 13.01.C and 13.01.D of the Agreement.
 - 13.3.4 Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics, in accordance with Section 10.12.J of the Agreement.
 - 13.3.5 A list of Franchisee's officers and members of its board of directors.
- 13.4 Additional Reports
- 13.4.1 Upon Incident Reporting. City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Franchisee must provide the requested reports, documents, or information within 10 Business Days upon receipt of the request or within a timeframe determined by the City Administrator or their designee, which may not to exceed 10 days.
 - 13.4.2 AB 901 Reporting. At the City's option, City may require that Franchisee provide the City copies of Franchisee's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within 10 Business Days of the request.

This page intentionally left blank

EXHIBIT 14:
APPROVED FACILITIES LIST

Approved Facility Type	Required Facility Information
Approved Transfer Facility(ies)	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s):
Approved Disposal Facility(ies)	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:
Approved C&D Facility(ies)	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:
Approved Organic Materials Processing Facility(ies)	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility: Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:

EXHIBIT 14: APPROVED FACILITIES LIST

Approved Facility Type	Required Facility Information
Approved Recyclable Materials Processing Facility	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:
Approved High Diversion Organic Waste Processing Facility (if collecting Mixed Waste)	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:
Approved Reusable Materials Processing Facility	Facility Name: <ul style="list-style-type: none"> • Address: • Operator: • SWIS Number: • Facility Type: • Material Type(s): • (If Applicable) Transfer Facility:



City Council Agenda Statement

Meeting Date: February 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.18

TITLE:

First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 5-2 to Establish a Franchise-Based Model for Solid Waste Management

RECOMMENDATION:

1. Introduce and waive the first reading of an ordinance to amend Title 5, Chapter 2 of the El Segundo Municipal Code to provide for the franchising of commercial/multi-family solid waste, recyclables, and organics collection and transportation services, remove provisions authorizing the issuance of commercial/multi-family solid waste collection and transportation permits, add provisions for the permitting of temporary roll-off/bin service providers, and find such actions exempt from the California Environmental Quality Act under Guidelines section 15061(b)(3).
2. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The El Segundo Municipal Code (ESMC) authorizes the City Council to determine the methods by which the City manages and regulates the storage, collection, transportation, processing, and disposal of solid waste. The City Council may choose to regulate through contract, permit, franchise (exclusive or non-exclusive), or another method. Currently, residential waste management services are provided pursuant to an exclusive franchise agreement. Commercial/multi-family waste management service providers, on the other hand, are authorized through a permitting system. At present, there are nine companies permitted to provide commercial waste management services to the approximately 610 retail/industrial accounts and 440 multi-family accounts in the

Municipal Code Update Non-Exclusive Commercial Franchise

February 18, 2025

Page 2 of 3

City.

The ESMC currently requires the Public Works Director to issue a permit unless (i) the application is incomplete or inaccurate, (ii) the applicant has had a solid waste collection permit revoked within the prior 12 months, (iii) the applicant has failed to pay an outstanding fine, or (iv) the Public Works Director determines that a vehicle proposed to be used in the collection and transport of solid waste pursuant to the permit does not conform to the required minimum standards. Aside from relatively minimum vehicle standards (i.e., the vehicles must prominently display the name of the service provider and must be designed, constructed, and configured to safely and securely collect and transport solid waste), there are no substantive qualifications required to obtain a permit.

In recent years, state regulation of solid waste management has increased markedly. Failure to achieve and maintain compliance with applicable state laws and regulations can subject the City to significant fines. Consequently, it is becoming increasingly important to ensure that solid waste service providers have the demonstrated ability and expertise necessary to ensure compliance with the myriad laws and regulations.

For these reasons, staff believes it is in the City's best interest to transition from a permit-based system to a franchise-based model that will allow for greater oversight and accountability. The franchise model allows the City to choose from among a range of service providers with established qualifications and expertise, while also affording the advantage of comprehensive franchise agreements that, among other things, detail the provider's duties and obligations, require insurance and indemnity guarantees recommended by the City's risk manager and the City Attorney, and spell out agreed-upon fine amounts (liquidated damages) for various violations or the failure to meet specified requirements.

DISCUSSION:

The proposed ordinance would delete the current provisions in Chapter 5-2 of the ESMC regarding a permit-based system for commercial/multi-family solid waste service providers and instead provide for the franchising of said services on either an exclusive or non-exclusive basis. The proposed ordinance would also add provisions allowing for the permitting of temporary roll-off/bin service providers throughout the City. Temporary roll-offs/bins are customarily used for the collection of construction and demolition debris and other waste generated during temporary project activities including construction, demolition, and/or cleanup services. The City has been using the existing commercial/multi-family solid waste permitting system to permit third-party haulers to provide temporary roll-off/bin services. The proposed ordinance replaces that permitting system with one specifically tailored to temporary roll-off/bin services. Under the proposed ordinance, temporary roll-off/bin services could only be provided by a

Municipal Code Update Non-Exclusive Commercial Franchise

February 18, 2025

Page 3 of 3

person/entity holding a valid permit.

The proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) pursuant to CEQA Guidelines § 15308 (Actions Taken for Protection of the Environment) because it consists only of modifications to the city’s regulatory process for authorizing the provision of solid waste collection and transportation services and is being undertaken to ensure the highest possible quality of services and to ensure compliance with myriad state laws and regulations regarding the provision of such services. Furthermore, the Ordinance is exempt from CEQA pursuant to section 15061(b)(3) of the Guidelines, because it consists only of regulatory changes with respect to how solid waste service providers may be authorized to provide services within the City, and, therefore, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Goal 2: Support Community Safety and Preparedness

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

PREPARED BY:

Daniel Pankau, Environmental Programs Manager

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance Amending ESMC 5-2 (Commercial Solid Waste Franchising)
2. ESMC 5-2-6 5-2-14 and 5-2-15 Redline

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2 OF THE EL SEGUNDO MUNICIPAL CODE TO PROVIDE FOR THE FRANCHISING OF COMMERCIAL/MULTI-FAMILY SOLID WASTE, RECYCLABLES, AND ORGANICS COLLECTION AND TRANSPORTATION SERVICES, REMOVING PROVISIONS AUTHORIZING THE ISSUANCE OF COMMERCIAL/MULTI-FAMILY SOLID WASTE COLLECTION AND TRANSPORTATION PERMITS, AND ADDING PROVISIONS FOR THE PERMITTING OF TEMPORARY ROLL-OFF/BIN SERVICE PROVIDERS

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

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

A. The El Segundo Municipal Code (“ESMC”) authorizes the City Council to determine the methods by which the city manages and regulates the storage, collection, transportation, processing, and disposal of solid waste. The City Council may choose to regulate through contract, permit, franchise (exclusive or non-exclusive), or another method.

B. Currently, residential waste management services are provided pursuant to an exclusive franchise agreement. Commercial/multi-family waste management service providers, on the other hand, are authorized through a permitting system. At present, there are nine companies permitted to provide commercial waste management services to the approximately 610 retail/industrial accounts and 440 multi-family accounts in the city.

C. The ESCM currently requires the Public Works Director to issue a permit unless (i) the application is incomplete or inaccurate, (ii) the applicant has had a solid waste collection permit revoked within the prior 12 months, (iii) the applicant has failed to pay an outstanding fine, or (iv) the Public Works Director determines that a vehicle proposed to be used in the collection and transport of solid waste pursuant to the permit does not conform to the required minimum standards. Aside from relatively minimum vehicle standards (i.e., the vehicles must prominently display the name of the service provider and must be designed, constructed, and configured to safely and securely collect and transport solid waste), there are no substantive qualifications required to obtain a permit.

D. In recent years, state regulation of solid waste management has increased markedly. Failure to achieve and maintain compliance with applicable state laws and regulations can subject the city to significant fines and potentially result in adverse environmental consequences. Consequently, it is becoming increasingly important to ensure that solid waste service providers have the demonstrated ability and expertise necessary to ensure compliance with the myriad laws and regulations. For these reasons, the Council finds it is in the city’s best interest to transition from a permit-based

system to a franchise-based model that will allow for greater oversight and accountability. The franchise model allows the city to choose from among a range of service providers with established qualifications and expertise, while also affording the advantage of comprehensive franchise agreements that, among other things, detail the provider's duties and obligations, require insurance and indemnity guarantees recommended by the city's risk manager and the City Attorney, and spell out agreed-upon fine amounts (liquidated damages) for various violations or the failure to meet specified requirements.

E. In addition to the exclusive franchisee for residential solid waste and recycling services and the non-exclusive franchisees for commercial/multi-family solid waste and recycling services contemplated under this Ordinance, the City Council wishes to maintain a permitting system for qualified providers of temporary roll-off/bin services throughout the City.

SECTION 2: *Environmental Assessment.* Based on the findings in Section 1 and the evidence in the record as a whole, the City Council finds that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to CEQA Guidelines § 15308 (Actions Taken for Protection of the Environment) because it consists only of modifications to the city's regulatory process for authorizing the provision of solid waste collection and transportation services and is being undertaken to ensure the highest possible quality of services and to ensure compliance with myriad state laws and regulations regarding the provision of such services. Furthermore, the Ordinance is exempt from CEQA pursuant to section 15061(b)(3) of the Guidelines, because it consists only of regulatory changes with respect to how solid waste service providers may be authorized to provide services within the city, and, therefore, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 3: Section 5-2-1 (Definitions) of the ESMC is amended to add the following definitions thereto:

"BIN: A metal container commonly referred to as a dumpster that is usually one to four cubic yards in size and often equipped with a lid."

"ROLL-OFF: An open-top metal container with a container capacity up to 40 cubic yards, which is designed to be pulled onto a roll-off vehicle. Roll-offs are also sometimes known and referred to as roll-off boxes, drop boxes, or debris boxes."

"TEMPORARY ROLL-OFF/BIN SERVICE: A temporary service provided for the purpose of collecting construction and demolition debris and other waste generated during temporary project activities including construction, demolition, and/or clean-up services. Temporary roll-off/bin service may be provided in connection with other temporary project activities only with the prior permission of the Public Works Director."

SECTION 4: Subsection (A) of ESMC section 5-2-3 (Solid Waste Collection; Collection and Processing of Organics and Recyclables—Residential) is amended to read as follows:

“A. Mandatory Arrangements for Collection and Removal: The owner or occupant of each residential premises is required to contract with the City’s franchisee for the regular removal of all solid waste, organics, and recyclables accumulated on such premises and must pay for such removal at the rates established by the City Council. In the event the owner elects to have the occupant of its premises take responsibility for contracting with the franchisee for collection service and the occupant fails to make arrangements for collection or fails to pay for collection services provided by the franchisee, the responsibility to contract and pay for collection services shall become the owner’s responsibility. No owner or occupant of a residential premises shall employ another, other than the franchisee, for the regular collection of solid waste, organics or recyclables generated on the residential premises. No owner or occupant of a residential premises shall enter into any agreement whatsoever for the provision of temporary roll-off/bin service by a person that is not the holder of a valid temporary roll-off/bin service permit issued by the City. No owner or occupant of a residential premises may employ a temporary roll-off/bin service permittee for the regular collection of solid waste, organics, or recyclables. For purposes of this section, “residential premises” refers to one- and two-family dwelling units. If a property contains both commercial and residential premises, the owner or occupant of the residential component of the premises must independently contract with the franchisee for the collection and removal of solid waste, organics, and recyclables in accordance with this chapter.”

SECTION 5: Subsection (A) of ESMC section 5-2-6 (Unlawful Collection) is hereby amended to read as follows:

“A. Except as expressly provided in this section, it is unlawful for any person to collect or transport solid waste, recyclables, or organics within the City unless such person is a franchisee or holds a valid temporary roll-off/bin service permit issued by the City. If recyclables are hauled by other than the franchisee, the City may require the generator to provide an affidavit demonstrating that no additional fees relating to the collection of recyclables have been charged.”

SECTION 6: Subsection (B) of ESMC section 5-2-6 (Unlawful Collection) is hereby amended to read as follows:

“B. Unless the collection and transportation are exempted under this section, it is unlawful for any person to permit, allow or enter into any agreement whatsoever for the regular collection or transportation of solid waste, organics or recyclables with any person who is not a City franchisee. Furthermore, it is unlawful for any person to permit, allow or enter into any agreement whatsoever for the provision of temporary roll-off/bin services by a person that is not the holder of a valid temporary roll-off/bin service permit issued by the City.”

SECTION 7: ESMC section 5-2-14 is hereby amended in its entirety to read as follows:

“5-2-14: SOLID WASTE COLLECTION; COLLECTION AND PROCESSING OF ORGANICS AND RECYCLABLES - COMMERCIAL AND MULTI-FAMILY:

A. Mandatory Arrangements for Collection and Removal: The owner or occupant of each commercial and multi-family premises is required to make arrangements for the regular removal of all solid waste, organics, and recyclables accumulated on such premises. Effective April 1, 2025, no owner or occupant of a commercial or multi-family premises shall employ another, other than a City franchisee, to collect solid waste, organics or recyclables generated on the premises. No owner or occupant of a commercial or multi-family premises may employ a temporary roll-off/bin service permittee for the regular collection of solid waste, organics, or recyclables. For purposes of this section, "multi-family premises" refers to a building containing three or more dwelling units designed or arranged for occupancy by three or more households living independently in which they may or may not share common entrances and/or other spaces. If a property contains both commercial and multi-family residential premises, the owners or occupants of the residential component of the premises must independently contract with a franchisee for the regular collection and removal of solid waste, organics, and recyclables in accordance with this chapter.

B. Mandatory Arrangements for Bulky Item Pickup—Multi-Family Premises: The owner, manager, or association in charge of each multi-family premises is required to make arrangements for the pickup, on an as-needed basis, of bulky items that are discarded on the premises. Said arrangements must be made with a City franchisee and within one business day of the bulky item(s) having been discarded/abandoned on the premises.”

SECTION 8: ESMC section 5-2-15 is hereby amended in its entirety to read as follows:

“5-2-15: COMMERCIAL AND MULTI-FAMILY SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES:

A. Franchise Required: Effective April 1, 2025, no person shall collect solid waste from any commercial or multi-family premises in the City and transport it over the public streets or highways unless such person is a City franchisee, the holder of a valid temporary roll-off/bin service permit issued by the City, or an exemption set forth in this section applies. For purposes of this section, and unless otherwise specified, "multi-family premises" refers to a building containing three or more dwelling units designed or arranged for occupancy by three or more households living independently in which they may or may not share common entrances and/or other spaces.

B. Exemptions: The requirement to obtain a franchise or temporary roll-off/bin service permit under this section does not apply to any of the following:

1. The collection and transport of solid waste by the owner or occupant of the real property where the solid waste was generated.

2. The collection and transport of solid waste that is generated on real property in the course of a service provided to the owner or tenant of that property by a building contractor or landscape contractor, if the solid waste is collected and transported by the contractor.

3. The collection and transport of solid waste under a valid Federal or State permit if the Federal or State permit requirement preempts the franchise or temporary roll-off/bin service permit requirement under this section.

4. The collection and transport of solid waste generated at a publicly operated wastewater treatment facility.

5. Disposal of large, bulky or heavy items that are not a byproduct of materials generated by a business or tenant or are not customarily part of the property's solid waste generation.

C. Vehicle Inspections; Standards:

1. All vehicles proposed to be used for collection and transport of solid waste pursuant to a City franchise or a City-issued temporary roll-off/bin service permit must be made available for inspection by the Public Works Director or his/her designee at a location within the City determined by the Public Works Director. The vehicle must be made available for inspection within two business days of the inspection request and at a location designated by the Public Works Director.

2. All vehicles proposed to be used for collection and transport of solid waste pursuant to the franchise or the temporary roll-off/bin service permit must comply with the following minimum standards:

a. The vehicle must be designed, constructed, and configured for safe handling and to securely contain the type of solid waste proposed to be collected; and

b. The vehicle must be prominently marked with the name and telephone number of the franchisee/permittee.

D. Temporary Roll-Off/Bin Service Permits—Application: A person may apply for a temporary roll-off/bin service permit by submitting an application to the Public Works Department and paying an application fee established by resolution of the City Council. The application must be made using a form approved by the Public Works Director and include all of the following:

1. The full legal name, address and telephone number(s) of the applicant. If the applicant is a sole proprietor who will operate under a fictitious business name, the applicant must provide a copy of a valid fictitious business name statement for the business. If the applicant is a business entity, the applicant must provide written documentation that the entity may lawfully conduct business in the City.

2. Identification of all vehicles proposed to be used in the collection and transport of solid waste under the permit, including legible copies of valid California registration cards for each vehicle. The Public Works Director may require inspection of any such vehicles prior to issuing a permit or at any time during the life of the permit.

3. Proof of possession of a valid motor carrier identification number in good standing issued under California Vehicle Code section 34507.5, if applicable.

4. Identification of the facilities to which the collected waste will be transported.

E. Issuance of Temporary Roll-Off/Bin Service Permit; Grounds for Denial:

1. After receipt of an application, payment of a permit fee established by the City Council by resolution, and a valid certificate of liability insurance issued to the applicant that conforms to the coverage requirement set forth in this section, the Public Works Director shall issue a temporary roll-off/bin service permit to the applicant unless any of the following grounds for denial exists:

a. The application is incomplete or inaccurate.

b. A permit issued to the applicant under this section has been revoked within 12 months prior to the date of application.

c. The applicant has failed to pay an outstanding fine.

d. The Public Works Director determines that a vehicle proposed to be used in the collection and transport of solid waste pursuant to the permit does not conform to the minimum standards set forth in this section.

2. The Public Works Director shall provide written notice to the applicant of any denial of a permit under this section and the reasons for the denial.

3. A permit issued pursuant to this section will include, without limitation:

a. The name of the permittee.

b. A list of all vehicles, by license plates and vehicle identification numbers, that may be used pursuant to the permit.

c. The effective and expiration dates of the permit. Each permit will be issued for a 12-month period and may be renewed annually provided there are no grounds for denial pursuant to this section.

F. Permit Conditions; Responsibilities of Permittees: The following conditions/responsibilities apply to all temporary roll-off/bin service permittees:

1. The permittee must comply with all applicable laws and regulations.

2. A copy of the permit must be kept in each vehicle used for solid waste collection and transportation under the permit and produced upon request by any peace officer.

3. Each motorized vehicle used for solid waste collection or transportation under the permit must be marked with the name and telephone number of the permittee. Markings must be in sharp contrast to the background and of such size as to be readily visible during daylight hours from a distance of 50 feet. Markings must be applied to each sidewall of the motorized vehicle.

4. Each vehicle used for solid waste collection or transportation under the permit must be regularly maintained and cleaned. Each vehicle must be made available for inspection by the Public Works Director or his/her designee at a location within the City. The vehicle must be made available for inspection within two business days of the inspection request.

5. Each vehicle used for solid waste collection and transportation under the permit must carry proof of liability insurance coverage in the amounts required by this section.

6. Each bin or roll-off that is used by the permittee in the course of operations under the permit must be marked with the name and telephone number of the permittee. All bins and roll-offs must be maintained in a clean and safe condition.

7. The permittee must bill each customer directly for all services provided.

8. A permittee may not place any portion of a roll-off or bin within any portion of any public right-of-way unless an encroachment permit has been issued by the City to the customer or to the permittee authorizing placement of the roll-off or bin within the right-of-way.

9. Permittee must ensure that a minimum of 65% of non-hazardous construction and demolition debris collected must be recycled, reused, or salvaged for reuse in accordance with SB 1383 and its implementing regulations. Any waste collected that is not construction and demolition debris is subject to the minimum diversion requirements set forth in this Code and state law, whichever is stricter.

10. A permittee may provide temporary roll-off/bin service only for the following temporary, project-type activities: construction, demolition, and/or clean-up. A permittee may not provide temporary roll-off/bin service to any customer for any other purpose without the prior approval of the Public Works Director or his/her designee.

11. All waste collected by the permittee must be hauled by permittee to a state- or county-certified facility that is not on the City's list of prohibited facilities. The most current list of prohibited facilities may be obtained from the Public Works Director.

12. The permittee must maintain, on a rolling basis, original records showing, for the immediately preceding 12 months, the type and weight of all solid waste

collected (categorized by project type as represented by the customer—i.e., construction, demolition, and/or clean-up), the location where each load of waste was collected, the final destination of each load collected (name of certified facility), and the quantity of collected waste (by weight and percentage) that has been diverted from landfills. Copies of these records must be submitted to the Public Works Director upon request.

13. The permittee must submit quarterly reports to the Public Works Director stating the total number of customers serviced, categorized by project type (construction, demolition, and/or clean-up); the customer list of premises/businesses from which waste was collected; the level of service provided to each customer, including type and weight of solid waste collected, the number and size of containers used, the frequency of service (number of times the container was serviced during the temporary project), the final destination of each container of waste collected, and the quantity of collected waste (by weight and percentage) that has been diverted from landfills. All such reports must be submitted on a form approved by the Public Works Director.

G. Insurance Requirements: At all times while doing business in the City, each permittee must have and maintain commercial general liability insurance with coverage at least as broad as Insurance Services Offices form CG 00 01 and with limits no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Prior to providing any temporary roll-off/bin services in the City, Permittee must provide certificates and required endorsements to the City as evidence of the insurance coverage required herein. The City of El Segundo, its elected and appointed officers, officials, agents, employees, and volunteers must be listed as additionally insured. Permittee's insurance coverage must be primary insurance and/or primary source of recovery with respect to City, its elected and appointed officers, agents, officials, employees, and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Permittee's operations or services provided in the City.

H. Revocation:

1. Grounds For Revocation: A permit issued pursuant to this section may be revoked by the Public Works Director in accordance with the procedures set forth herein if the Public Works Director determines that:

a. The permittee has failed to comply with a term or condition of operation under the permit;

b. The permittee's conduct under the permit constitutes a nuisance; or

c. During the permit period, the permittee collected and transported solid waste that another person had an exclusive right or privilege to collect and transport pursuant to a valid franchise agreement.

2. Notice: The Public Works Director will provide written notice of intent to revoke a permit to the permittee at the address provided on the permittee's

application. The notice will state all applicable grounds for the revocation and the permittee's right to a hearing under this section.

3. Hearing: Within 15 calendar days after the date of the notice of intent to revoke, the permittee may request a hearing before the Public Works Director by completing and submitting a written hearing request form. The hearing will be set for a date no sooner than 20 days and no later than 45 days following the date of the written request for hearing.

4. Effective Date: If no hearing is timely requested, the revocation is effective 15 days after the date of the notice of intent to revoke. If a hearing is held, the Public Works Director shall issue a written decision within ten days of the hearing. Notice of the written decision shall be provided to the permittee by regular mail at the address indicated on the permit and the notice shall be effective two business days after it is deposited in the United States mail. The decision of the Public Works Director will become effective when the time to appeal to the City Council expires, unless an appeal to the City Council is timely filed.

5. Appeal of Revocation to the City Council: Any permittee whose permit is revoked under this section shall have the right, within ten calendar days after notice of the Public Works Director's decision is provided, to file a written appeal to the City Council. Any such appeal must be made on a form provided by the Public Works Director and must set forth the specific ground or grounds on which it is based. The City Council shall hold a hearing on the appeal within 45 days after its receipt by the City, or at a time thereafter agreed upon, and shall cause the appellant to be given at least ten days' written notice of such hearing. At the hearing, the appellant or its authorized representative will have the right to present evidence and a written or oral argument, or both, in support of its appeal. The determination of the City Council on the appeal shall be final.

J. Prohibitions:

1. No person shall engage the service of a person for compensation to collect solid waste from any commercial or multi-family premises in the City and transport it over a public street or highway in the City unless the person whose service is engaged is a City franchisee, holds a valid temporary roll-off/bin service permit issued by the City, or is exempt from the permit requirement.

2. Unless specifically exempt from both the franchise and temporary roll-off/bin service permit requirements pursuant to this section, no person shall collect solid waste from any commercial or multi-family premises in the City and transport it over a public street or highway in the City without a City franchise or temporary roll-off/bin service permit.

3. No person subject to the franchise or temporary roll-off/bin service permit requirement in this section shall transport solid waste to any location other than:

a. A solid waste facility that is lawfully operated under all required State and local permits, registrations, and enforcement agency notifications;

b. A recycling facility that, as its principal function, receives wastes that have already been separated for recycling and are not intended for disposal, and is lawfully operated in accordance with all applicable laws and regulations; or

c. An organics recycling facility that is lawfully operated in accordance with all applicable laws and regulations.”

SECTION 9: *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 10: *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 11: *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 12: *Effect of Repeal.* Repeal of any provision of the El Segundo Municipal Code 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 13: *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 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

APPROVED AS TO FORM:

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

5-2-1: DEFINITIONS:

[Add:] BIN: A metal container commonly referred to as a dumpster that is usually one to four cubic yards in size and often equipped with a lid.

[Add:] ROLL-OFF: An open-top metal container with a container capacity up to 40 cubic yards, which is designed to be pulled onto a roll-off vehicle. Roll-offs are also sometimes known and referred to as roll-off boxes, drop boxes, or debris boxes.

[Add:] TEMPORARY ROLL-OFF/BIN SERVICE: A temporary service provided for the purpose of collecting construction and demolition debris and other waste generated during temporary project activities including construction, demolition, and/or clean-up services. Temporary roll-off/bin service may be provided in connection with other temporary project activities only with the prior permission of the Public Works Director.

5-2-3: SOLID WASTE COLLECTION; COLLECTION AND PROCESSING OF ORGANICS AND RECYCLABLES – RESIDENTIAL:

A. Mandatory Arrangements ~~f~~For Collection ~~a~~And Removal: The owner or occupant of each residential premises is required to contract with the City's franchisee for the regular removal of all solid waste, organics, and recyclables accumulated on such premises and must pay for such removal at the rates established by the City Council. In the event the owner elects to have the occupant of its premises take responsibility for contracting with the franchisee for collection service and the occupant fails to make arrangements for collection or fails to pay for collection services provided by the franchisee, the responsibility to contract and pay for collection services shall become the owner's responsibility. No owner or occupant of a residential premises shall employ another, other than the franchisee, ~~for the regular~~to collection of solid waste, organics or recyclables generated on the residential premises. No owner or occupant of a residential premises shall enter into any agreement whatsoever for the provision of temporary roll-off/bin service by a person that is not the holder of a valid temporary roll-off/bin service permit issued by the City. No owner or occupant of a residential premises may employ a temporary roll-off/bin service permittee for the regular collection of solid waste, organics, or recyclables. For purposes of this section, "residential premises" refers to one- and two-family dwelling units. If a property contains both commercial and residential premises, the owner or occupant of the residential component of the premises must independently contract with the franchisee for the collection and removal of solid waste, organics, and recyclables in accordance with this chapter.

5-2-6: UNLAWFUL COLLECTION:

A. Except as expressly provided in this section, it is unlawful for any person to collect or transport solid waste, recyclables, or organics within the City unless such person is a franchisee or holds a valid temporary roll-off/bin service commercial/multi-family solid

~~waste collection and transportation~~ permit issued by the City. ~~Additionally, it is unlawful for any person to collect or transport recyclables within the City unless such person is a franchisee, the holder of a valid commercial/multi-family solid waste collection and transportation permit issued by the City, or the recyclables collected are exempt under this section.~~ If recyclables are hauled by other than the franchisee or a permittee, the City may require the generator to provide an affidavit demonstrating that no additional fees relating to the collection of recyclables have been charged.

B. ~~Unless the collection and transportation are exempted under this section, i~~It is unlawful for any person to permit, allow or enter into any agreement whatsoever for the regular collection or transportation of solid waste, organics or recyclables with any person who is not ~~a~~the City franchisee. ~~Furthermore, it is unlawful for any person to permit, allow or enter into any agreement whatsoever for the provision of temporary roll-off/bin services by a person that is not~~the holder of a valid temporary roll-off/bin service commercial/multi-family solid waste collection and transportation permit issued by the City, unless the collection and transportation is exempted under this section.

[Subsection C is not being amended]

5-2-14: SOLID WASTE COLLECTION; COLLECTION AND PROCESSING OF ORGANICS AND RECYCLABLES - COMMERCIAL AND MULTI-FAMILY:

A. Mandatory Arrangements ~~f~~For Collection ~~a~~And Removal: The owner or occupant of each commercial and multi-family premises is required to make arrangements for the regular removal of all solid waste, organics, and recyclables accumulated on such premises. Effective ~~January 1~~April 1, 2025~~0~~, no owner or occupant of a commercial or multi-family premises shall employ another, other than ~~the holder of a permit issued pursuant to section 5-2-15 of this chapter~~a City franchisee, to collect solid waste, organics or recyclables generated on the premises. ~~No owner or occupant of a commercial or multi-family premises may employ a temporary roll-off/bin service permittee for the regular collection of solid waste, organics, or recyclables.~~ For purposes of this section, "multi-family premises" refers to a building containing three ~~(3)~~ or more dwelling units designed or arranged for occupancy by three ~~(3)~~ or more households living independently in which they may or may not share common entrances and/or other spaces. If a property contains both commercial and multi-family residential premises, the owners or occupants of the residential component of the premises must independently contract with a ~~permittee franchisee~~ for the regular collection and removal of solid waste, organics, and recyclables in accordance with this chapter.

B. Mandatory Arrangements for Bulky Item Pickup-Multi-Family Premises: The owner, manager, or association in charge of each multi-family premises is required to make arrangements for the pickup, on an as-needed basis, of bulky items that are discarded on the premises. Said arrangements must be made with a ~~hauler that holds a valid permit pursuant to section 5-2-15 of this chapter~~City franchisee and within one business day of the bulky item(s) having been discarded/abandoned on the premises. ~~If bulky item pickup service is required in excess of that included in the basic service level described in section~~

~~5-2-15(G)(12), the owner, manager, or association in charge of the premises shall be responsible for the associated service charges imposed by the permitted hauler.~~

5-2-15: COMMERCIAL AND MULTI-FAMILY SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES:

A. ~~Permit Requirement~~Franchise Required: Effective ~~January 1~~April 1, 2025~~0~~, no person shall collect solid waste from any commercial or multi-family premises in the City and transport it over the public streets or highways ~~except under a valid permit issued pursuant to this section unless such person is a City franchise, the holder of a valid temporary roll-off/bin service permit issued by the City, unless or~~ an exemption set forth in this section applies. For purposes of this section, and unless otherwise specified, "multi-family premises" refers to a building containing three ~~(3)~~ or more dwelling units designed or arranged for occupancy by three ~~(3)~~ or more households living independently in which they may or may not share common entrances and/or other spaces.

~~B. Authorization; Limitations:~~

~~—1. A permit issued pursuant to this section authorizes the permittee to collect specified types of solid waste from commercial and multi-family premises in the City and to transport it over the public streets and highways of the City, in accordance with the terms and conditions of the permit and this section.~~

~~—2. A person may obtain a permit under this section to collect solid waste from within the City only to the extent that another person does not have an exclusive privilege or right to collect that solid waste from within the City pursuant to a franchise agreement.~~

~~—3. A permit issued pursuant to this section does not authorize, and shall not be construed to authorize, the permittee to collect solid waste within the City when another person has an exclusive privilege or right to collect that solid waste within the City pursuant to a franchise agreement.~~

BC. Exemptions: The requirement to obtain a franchise or temporary roll-off/bin service permit under this section does not apply to any of the following:

1. The collection and transport of solid waste by the owner or occupant of the real property where the solid waste was generated.

2. The collection and transport of solid waste that is generated on real property in the course of a service provided to the owner or tenant of that property by a building contractor or landscape contractor, if the solid waste is collected and transported by the contractor.

3. The collection and transport of solid waste under a valid Federal or State permit if the Federal or State permit requirement preempts the ~~permit-franchise or temporary roll-off/bin service permit~~ requirement under this section.

~~4. The collection and transport of solid waste by the franchisee under a franchise agreement.~~

45. The collection and transport of solid waste generated at a publicly operated wastewater treatment facility.

56. Disposal of large, bulky or heavy items that are not a byproduct of materials generated by a business or tenant or are not customarily part of the property's solid waste generation.

~~7. Removal of large amounts of solid waste to address health and safety concerns such as hoarding.~~

C. Vehicle Inspections; Standards:

1. All vehicles proposed to be used for collection and transport of solid waste pursuant to a City franchise or a City-issued temporary roll-off/bin service permit must be made available for inspection by the Public Works Director or his/her designee at a location within the City determined by the Public Works Director. The vehicle must be made available for inspection within two business days of the inspection request and at a location designated by the Public Works Director.

2. All vehicles proposed to be used for collection and transport of solid waste pursuant to the franchise or the temporary roll-off/bin service permit must comply with the following minimum standards:

a. The vehicle must be designed, constructed, and configured for safe handling and to securely contain the type of solid waste proposed to be collected; and

b. The vehicle must be prominently marked with the name and telephone number of the franchisee/permittee.

D. Temporary Roll-Off/Bin Service Permits—Application: A person may apply for a commercial/multi-family solid waste collection and transportation temporary roll-off/bin service permit by submitting an application to the Public Works Department and paying an application fee established by resolution of the City Council. The application must be made using a form approved by the Public Works Director and include all of the following:

1. The full legal name, address and telephone number(s) of the applicant. If the applicant is a sole proprietor who will operate under a fictitious business name, the applicant must provide a copy of a valid fictitious business name statement for the business. If the applicant is a business entity, the applicant must provide written documentation that the entity may lawfully conduct business in the City.

2. Identification of all vehicles proposed to be used in the collection and transport of solid waste under the permit, including legible copies of valid California registration cards for each vehicle. ~~If any of the vehicles is equipped to provide roll-off box services, that~~

~~information must also be provided.~~ The Public Works Director may require inspection of any such vehicles prior to issuing a permit or at any time during the life of the permit.

3. Proof of possession of a valid motor carrier identification number in good standing issued under California Vehicle Code section 34507.5, if applicable.

~~—4. Identification of the types of solid waste, recyclables, and organics to be collected and transported.~~

~~45. Identification of the locations facilities to which the solid collected waste, ~~including recyclables and organics~~, will be transported.~~

~~6. A description of all services to be provided to a customer related to the collection and transport of solid waste (including recyclables and organics) for that customer.~~

~~E. Vehicle Inspections; Standards:~~

~~—1. All vehicles proposed to be used for collection and transport of solid waste under a permit issued pursuant to this chapter shall be made available for inspection by the Public Works Director or his/her designee at a location within the City determined by the Public Works Director. The vehicle must be made available for inspection within two (2) business days of the inspection request and at a location designated by the Public Works Director.~~

~~—2. All vehicles proposed to be used for collection and transport of solid waste under the permit must comply with the following minimum standards:~~

~~—a. The vehicle must be designed, constructed and configured for safe handling and to securely contain the type of solid waste proposed to be collected; and~~

~~—b. The vehicle must be prominently marked with the name and telephone number of the applicant.~~

~~EF. Permit Issuance of Temporary Roll-Off/Bin Service Permit; Grounds ~~f~~For Denial:~~

1. After receipt of an application, payment of a permit fee established by the City Council by resolution, and a valid certificate of liability insurance issued to the applicant that conforms to the coverage requirement set forth in this section, the Public Works Director shall issue a ~~commercial/multi-family solid waste collection and transportation~~temporary roll-off/bin service permit to the applicant unless any of the following grounds for denial exists:

~~a. Another person has an exclusive right or privilege to collect all of the types of solid waste described in subsection D4 of this section.~~

~~—b. The application is incomplete or inaccurate.~~

~~b. A permit issued to the applicant under this section has been revoked within ~~twelve (12)~~ months prior to the date of application.~~

~~c. The applicant has failed to pay an outstanding fine.~~

~~de.~~ The Public Works Director determines that a vehicle proposed to be used in the collection and transport of solid waste pursuant to the permit does not conform to the minimum standards set forth in ~~subsection E of~~ this section.

2. The Public Works Director shall provide written notice to the applicant of any denial of a permit under this section and the reasons for the denial.

3. A permit issued pursuant to this section will include, without limitation:

a. The name of the permittee.

b. A list of all vehicles, by license plates and vehicle identification numbers, that may be used pursuant to the permit.

~~—c. Identification of the types of solid waste that may be collected and transported pursuant to the permit and the specific services that must be provided to customers in connection with the collection of specified types of solid waste.~~

~~cd.~~ The effective and expiration dates of the permit. Each permit will be issued for a 12-month period and may be renewed annually provided there are no grounds for denial pursuant to this section.

~~FG.~~ Permit Conditions; Responsibilities ~~o~~Of Permittees: The following conditions/responsibilities apply to all ~~commercial/multi-family solid waste collection and transportation permits/temporary roll-off/bin service~~ permittees:

1. The permittee must comply with all applicable laws and regulations.

2. A copy of the permit must be kept in each vehicle used for solid waste collection and transportation under the permit and produced upon request by any peace officer.

3. Each motorized vehicle used for solid waste collection or transportation under the permit must be marked with the name and telephone number of the permittee. Markings must be in sharp contrast to the background and of such size as to be readily visible during daylight hours from a distance of ~~50~~fifty feet ~~(50')~~. Markings must be applied to each sidewall of ~~the~~ motorized vehicle.

4. Each vehicle used for solid waste collection or transportation under the permit must be regularly maintained and cleaned. Each vehicle must be made available for inspection by the Public Works Director or his/her designee at a location within the City. The vehicle must be made available for inspection within two ~~(2)~~ business days of the inspection request.

5. Each vehicle used for solid waste collection and transportation under the permit must carry proof of liability insurance coverage in the amounts required by this section.

6. Each ~~container of one cubic yard or more~~bin or roll-off that is used by the permittee in the course of operations under the permit must be marked with the name and telephone number of the permittee. All ~~containers~~bins and roll-offs must be maintained in a clean

and safe condition. ~~For the purposes of this subsection, containers include trailers but do not include motorized vehicles.~~

7. The permittee must bill each customer directly for all services provided.

8. A permittee may not place any portion of a roll-off or bin within any portion of any public right-of-way unless an encroachment permit has been issued by the City to the customer or to the permittee authorizing placement of the roll-off or bin within the right-of-way.

9. Permittee must ensure that a minimum of 65% of non-hazardous construction and demolition debris collected must be recycled, reused, or salvaged for reuse in accordance with SB 1383 and its implementing regulations. Any waste collected that is not construction and demolition debris is subject to the minimum diversion requirements set forth in this Code and state law, whichever is stricter.

10. A permittee may provide temporary roll-off/bin service only for the following temporary, project-type activities: construction, demolition, and/or clean-up. A permittee may not provide temporary roll-off/bin service to any customer for any other purpose without the prior approval of the Public Works Director or his/her designee.

11. All waste collected by the permittee must be hauled by permittee to a state- or county-certified facility that is not on the City's list of prohibited facilities. The most current list of prohibited facilities may be obtained from the Public Works Director.

127. The permittee must maintain, on a rolling basis, original records showing, for the immediately preceding ~~twelve (12)~~ months, the type and weight of all solid waste collected (categorized by ~~solid waste, recyclables, and organics~~ project type as represented by the customer—i.e., construction, demolition, and/or clean-up), the location where each load of waste was collected, ~~and~~ the final destination of each load collected (name of certified facility) ~~(categorized by solid waste, recyclables, and organics)~~, and the quantity of collected waste (by weight and percentage) that has been diverted from landfills. Copies of these records must be submitted to the Public Works Director upon request.

138. The permittee must submit quarterly reports to the Public Works Director stating the total number of customers serviced, categorized by ~~service-project~~ type (~~solid waste, recycling, and organics~~ construction, demolition, and/or clean-up); the customer list of premises/businesses from which ~~each type of~~ waste was collected; the level of service provided to each customer, including type and weight of solid waste collected ~~(categorized by solid waste, recyclables, and organics)~~; the number and size of containers used; the frequency of service (number of ~~days per week~~ times the container was serviced during the temporary project); ~~and~~ the final destination of each ~~type of~~ container of waste collected, and the quantity of collected waste (by weight and percentage) that has been diverted from landfills. All such reports must be submitted on a form approved by the Public Works Director. ~~If a property contains both commercial and multi-family premises, and the permittee provides collection services to both, the permittee must independently track the solid waste, organics and recyclables generated by the commercial and multi-family components of the premises.~~

9. Each permittee shall be required to ensure that organics and recycling services are provided for all of its customers. Each permittee shall, at least once annually, provide educational and informational literature to its customers and the City describing the organics and recycling services to be provided, organics and recyclable materials to be recycled, instructions on how to participate, and instructions on how to properly separate recyclable materials and organics to maximize waste diversion.

—10. The permittee must provide each commercial and multi-family premises it serves with the collection containers necessary to comply with, implement, and achieve State and local diversion and recycling goals, as applicable. This includes, without limitation, containers that allow for the source separation of solid waste, organics and recyclables. Each container must display the name and telephone number of the permittee.

—11. Unless an exemption has been granted by the City, the permittee must provide each business and each multi-family residential dwelling of five (5) units or more that it serves with the collection containers necessary to comply with, implement, and achieve State-mandated goals for the recycling of recyclables and organics including, without limitation, AB 341 and AB 1826. For purposes of this subsection, "business" means a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity. With respect to the businesses and the multi-family residential dwellings of five (5) units or more that it serves, the permittee must provide or arrange for organic waste recycling services consistent with all applicable State laws and regulations and must assist the City in providing related education and outreach to, and monitoring of, such businesses.

—12. The permittee must provide on-call bulky item pickup service for each multi-family premises that it serves. The permittee must make a minimum number of bulky item pickups available to each multi-family premises at no additional charge (i.e., as an included component of its basic service) each year. The minimum number of bulky item pickups to be provided at no charge is equal to the number of residential units in the multi-family premises served (e.g., a six-unit multi-family premises will be entitled to a minimum of six bulky item pickups per year). The permittee must agree to collect at least six bulky items per pickup. Additional pickups/items may be made subject to an additional charge to be negotiated between the permittee and the customer. Bulky item pickups must be completed within one business day from the time a customer makes a request for such service. There shall be no size or weight restrictions with respect to bulky items except that permittee shall not be required to remove automobile bodies or any other items that may not be safely handled by two persons. Bulky items collected by permittee shall not be landfilled or disposed of until the following hierarchy has been followed by permittee:

- Reuse as is (if energy efficient)
- Disassemble for reuse or recycling
- Recycle
- Disposal

~~—13. The permittee must, at no additional charge (i.e., as an included component of its basic service), collect, transport and cause to be recycled all holiday trees which are placed curbside at any multi-family premises served by the permittee during the period beginning on December 26 and ending at 2:00 p.m. on the second Saturday in January.~~

GH. Insurance Requirements: At all times while doing business in the City, each permittee must have and maintain commercial general liability insurance with coverage at least as broad as Insurance Services Offices form CG 00 01 and with limits no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Prior to providing any temporary roll-off/bin services in the City, Permittee must provide certificates and required endorsements to the City as evidence of the insurance coverage required herein. The City of El Segundo, its elected and appointed officers, officials, agents, employees, and volunteers must be listed as additionally insured. Permittee's insurance coverage must be primary insurance and/or primary source of recovery with respect to City, its elected and appointed officers, agents, officials, employees, and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Permittee's operations or services provided in the City.

HI. Revocation:

1. Grounds For Revocation: A permit issued pursuant to this section may be revoked by the Public Works Director in accordance with the procedures set forth herein if the Public Works Director determines that:

- a. The permittee has failed to comply with a term or condition of operation under the permit;
- b. The permittee's conduct under the permit constitutes a nuisance; or
- c. During the permit period, the permittee collected and transported solid waste that another person had an exclusive right or privilege to collect and transport pursuant to a valid franchise agreement.

2. Notice: The Public Works Director will provide written notice of intent to revoke a permit to the permittee at the address provided on the permittee's application. The notice will state all applicable grounds for the revocation and the permittee's right to a hearing under this section.

3. Hearing: Within ~~fifteen (15)~~ calendar days after the date of the notice of intent to revoke, the permittee may request a hearing before the Public Works Director by completing and submitting a written hearing request form. The hearing will be set for a date no sooner than ~~twenty (20)~~ days and no later than ~~forty five (45)~~ days following the date of the written request for hearing.

4. Effective Date: If no hearing is timely requested, the revocation is effective ~~fifteen (15)~~ days after the date of the notice of intent to revoke. If a hearing is held, the Public Works Director shall issue a written decision within ~~ten (10)~~ days of the hearing. Notice of the written decision shall be provided to the permittee by regular mail at the address indicated on the permit and the notice shall be effective ~~two (2)~~ business days after it is

deposited in the United States mail. The decision of the Public Works Director will become effective when the time to appeal to the City Council expires, unless an appeal to the City Council is timely filed.

5. Appeal ~~o~~Of Revocation ~~t~~To ~~t~~The City Council: Any permittee whose permit is revoked under this section shall have the right, within ten ~~(10)~~ calendar days after notice of the Public Works Director's decision is provided, to file a written appeal to the City Council. Any such appeal must be made on a form provided by the Public Works Director and must set forth the specific ground or grounds on which it is based. The City Council shall hold a hearing on the appeal within ~~forty five (45)~~ days after its receipt by the City, or at a time thereafter agreed upon, and shall cause the appellant to be given at least ten ~~(10)~~ days' written notice of such hearing. At the hearing, the appellant or its authorized representative will have the right to present evidence and a written or oral argument, or both, in support of its appeal. The determination of the City Council on the appeal shall be final.

J. Prohibitions:

1. No person shall engage the service of a person for compensation to collect solid waste from any commercial or multi-family premises in the City and transport it over a public street or highway in the City unless the person whose service is engaged ~~possesses a valid permit issued under this section~~ is a City franchisee, holds a valid temporary roll-off/bin service permit issued by the City, or is exempt from the permit requirement.

2. Unless specifically exempt from both the franchise and temporary roll-off/bin service permit requirements pursuant to this section, no person shall collect solid waste from any commercial or multi-family premises in the City and transport it over a public street or highway in the City without a ~~valid permit issued under this section~~ City franchise or temporary roll-off/bin service permit.

3. No person subject to the ~~permit~~ franchise or temporary roll-off/bin service permit requirement in this section shall transport solid waste to any location other than:

a. A solid waste facility that is lawfully operated under all required State and local permits, registrations, and enforcement agency notifications; ~~or~~

b. A recycling facility that, as its principal function, receives wastes that have already been separated for recycling and are not intended for disposal, and is lawfully operated in accordance with all applicable laws and regulations; or

c. An organics recycling facility that is lawfully operated in accordance with all applicable laws and regulations.