



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 19, 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.
Paul Silverstein, Interim IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Paul Chung, CFO/City Treasurer
George Avery, Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

MISSION STATEMENT:

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

VISION STATEMENT:

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

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. Such documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the agenda, the public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the agenda during the Public Communications portions of the Meeting. Additionally, members of the public can comment on any Public Hearing item on the agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

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

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

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

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

5:00 PM CLOSED SESSION – CALL TO ORDER / ROLL CALL

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

SPECIAL ORDERS OF BUSINESS

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

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

1. Employee Organizations: Police Officers’ Association (POA), Firefighters’ Association (FFA) & Management Confidential (Unrepresented Employee Group)

Agency Designated Representative: Laura Drottz Kalty, City Manager, Darrell George and Human Resources Director, Rebecca Redyk

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

INVOCATION – Father Alexei Smith - St. Andrews Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE - Mayor Pro Tem Baldino

SPECIAL PRESENTATIONS

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

1. City Council Meeting Minutes

Recommendation -

1. Approve City Council Meeting Minutes of July 1, 2025 and Special Closed Session Meeting Minutes of July 23, 2025.
2. Alternatively, discuss and take other action related to this item.

2. Warrant Demand Register for June 16, 2025 through July 27, 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 24B, 25A, 1A, 2A, 2B and 2C: warrant numbers 3056042 through 3056688, and 9003374 through 9003391.
3. Alternatively, discuss and take other action related to this item.

3. 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.

4. Resolution Adopting Plans and Specifications for the Replacement of Gordon Clubhouse HVAC System at Recreation Park, Project No. PW 25-14

Recommendation -

-
1. Adopt a resolution to approve engineering plans and specifications for the replacement of the Gordon Clubhouse HVAC at Recreation Park No. PW 25-14 to avail the City of Immunities pursuant to the Government Code § 830.6.
 2. Authorize staff to advertise the project for bids.
 3. Alternatively, discuss and take other action related to this item.

5. **Agreement with Monday.com to Renew Software Licenses**

Recommendation -

1. Pursuant to the City of El Segundo Municipal Code Section 1-7-9(A), waive competitive bidding and authorize the City Manager to execute a 3-year software licenses renewal contract with Monday.com for a total contract amount of \$226,980.
2. Alternatively, discuss and take other action related to this item.

6. **Resolution Appointing City Representatives to the Independent Cities Risk Management Authority Governing Board**

Recommendation -

1. Adopt the proposed Resolution appointing Chief Financial Officer Paul Chung as the City's primary representative to the Independent Cities Risk Management Authority ("ICRMA") Governing Board and appointing Human Resources Director Rebecca Redyk and Risk Manager Sharon Brennan as alternate representatives.
2. Alternatively, discuss and take other actions related to this item.

7. **Amendment of the Professional Services Agreement with Arcadis for Construction Administration Services for "The Plunge" Project**

Recommendation -

1. Authorize the City Manager to execute an amendment to the Professional Services Agreement # 6865 with Arcadis for \$184,520 for construction administration during the construction phase and authorize an additional \$50,000 for contingency for a sub-total of \$234,520.
2. Alternatively, discuss and take other action related to this item.

8. Amendment to Agreement with West Coast Arborists, Inc. for Tree Maintenance Services

Recommendation -

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to West Coast Arborists, Inc. for \$408,000 for tree maintenance services.
2. Authorize the City Manager to execute an amendment to [Agreement No. 7065](#) with West Coast Arborists, Inc. for an additional \$408,000 (\$204,000 per fiscal year) for a total not-to-exceed amount of \$612,000, and extend the term for two years to September 30, 2027, for Tree Maintenance Services.
3. Alternatively, discuss and take other action related to this item.

9. Opposition to Senate Bill 707 (Durazo) Regarding Changes to Brown Act Meeting Requirements

Recommendation -

1. Authorize the City Clerk to send a letter of Opposition to Senate Bill (SB) 707.
2. Alternatively, discuss and take other action related to this item.

10. Resolution Authorizing Staff to File Applications for Measure A Funds for Fiscal Year 2025-2026

Recommendation -

1. Adopt the resolution approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A funding for projects and programs.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

11. An Ordinance Amending the Smoky Hollow Specific Plan Permitted Uses and Definitions Related to Incubator and Innovative Start-up Uses (Environmental Assessment No. EA-1374 and Specific Plan Amendment No. SPA 24-03)

Recommendation -

1. Open and conduct a public hearing to solicit public testimony.
2. Introduce and waive the first reading of an ordinance amending the Smoky Hollow Specific Plan and finding that the ordinance is exempt

from the requirements of the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).

3. Schedule the ordinance's second reading for the September 2, 2025 regular City Council meeting or as soon thereafter may be heard.
4. Alternatively, discuss and take other action related to this item.

D. STAFF PRESENTATIONS

12. Amendment to the City Manager's Employment Agreement

Recommendation -

1. Approve the proposed amendment to the City Manager's Employment Agreement to extend the term from June 30, 2026 to June 30, 2027 and to provide a three-and-one-half percent base salary increase from \$292,032 to \$302,253 annually.
2. Alternatively, discuss and take other action related to this item.

13. Urban Search & Rescue Vehicle (USAR 32) Transfer to Torrance Fire Department

Recommendation -

1. Authorize the City Manager to draft an agreement, in a form approved by the City Attorney, authorizing the transfer of USAR 32 (Urban Search and Rescue Vehicle) and its assigned grant-funded equipment to be designated to the Torrance Fire Department.
2. Alternatively, discuss and take other action related to this item.

14. Revised Athletic Field/Facility Use and Allocation Policy

Recommendation -

1. Approve the revisions to the Athletic Field/Facility Use and Allocation Policy.
2. Alternatively, discuss and take other action related to this item.

15. Urho Saari Swim Stadium Tile Mosaic Public Art Installation

Recommendation -

1. Authorize the City Manager to execute a professional service agreement for the creation and installation of a tile mosaic at the Urho Saari Swim Stadium

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

16. An Ordinance Amending Bylaws of the Senior Citizen Housing Corporation Board to Add One Current Park Vista Tenant to Serve as a Non-Voting Member

Recommendation -

1. Adopt Ordinance No. _____ approving and adopting amended and restated bylaws of the El Segundo Senior Citizen Housing Corporation.
2. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

F. REPORTS - CITY CLERK

G. REPORTS - COUNCIL MEMBERS

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

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: August 14, 2025

TIME: 10:30 AM

BY: Susan Truax, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 1, 2025

CLOSED SESSION – Mayor Pimentel called the meeting to order at 4:32 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

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

DISCUSSION OF PERSONNEL MATTERS (GOV'T CODE §54957): -1- MATTER(S)

City Manager – Employment Contract

Representative: City Attorney, Mark Hensley, and Human Resources Director, Rebecca Redyk

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

Employee Organizations: Police Officers' Association (POA)

Agency Designated Representative: Laura Drottz Kalty, City Manager, Darrell George and Human Resources Director, Rebecca Redyk
Employee Organizations: Management Confidential (Unrepresented Employee Group)

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

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR (GOV'T CODE §54956.8):
-1- MATTER(S)**

Wyle Park - Corner of Franklin Avenue and Maryland Street, El Segundo CA
90245 (Assessor Parcel Numbers: 4135-027-023, 006,007, 008, 009, 010, 011,
032, 033, 034, 035, 036, 025, 024)

Real Property Negotiators: Darrell George, City Manager and Mark Hensley, City
Attorney

Owner: Wyle Laboratories

Adjourned at 5:56 PM

Minutes are prepared and ordered to correspond to the agenda.

OPEN SESSION – Mayor Pimentel called the meeting to order at 6:03 PM

ROLL CALL

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

INVOCATION – Father Alexei Smith - St. Andrews Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Keldorf

SPECIAL PRESENTATIONS: None

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

Meredith and Sydney Kitner, Hawthorne residents, spoke in favor of earlier practice start
times for younger South Bay United Water Polo club players.

Tegan Branagh-Houston, Hawthorne resident, and Kyla Morgan, Playa del Rey resident
spoke in favor of earlier start times for younger club water polo teams.

Alex Heck, resident and club water polo coach, asked for an earlier start time for practices.

Kurt Fry, Manhattan Beach resident and South Bay United organizer, spoke in favor of
earlier start times for younger teams.

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

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None
ABSTAIN: None
ABSENT: None

B. CONSENT:

1. Approve City Council Special Closed Session, Special CCB Interviews and Regular Meeting Minutes of June 17, 2025.

(Fiscal Impact: None.)

2. Warrant Demand Register for June 2, 2025 through June 15, 2025: 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 numbers 23B and 24A: warrant numbers 3055851 through 3056041, and 9003365 through 9003373.

(Fiscal Impact: The warrants presented were drawn in payment of demands included within the FY 2024-2025 Adopted Budget. The total of \$5,192,582.41 (\$1,236,439.70 in check warrants and \$3,956,142.71 in wire warrants) are for demands drawn on the FY 2024- 2025 Budget.)

3. Resolution Approving Plans and Specifications for the Abandoned Reservoir Demolition Project, Project No. PW 25-12: Adopt Resolution No. 5550 approving engineering plans and specifications for the Abandoned Reservoir Demolition Project No. PW 25-12 to avail the City of the immunities set forth in Government Code § 830.6. Authorize staff to advertise the project for construction.

(Fiscal Impact: Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$650,000

Additional Appropriation: None.

Account Number(s): 501-400-7103-8381 (Water Fund))

4. Notice of Completion for Phase 1 City Hall HVAC Improvements Project No. PW 23-03: Accept the Phase 1 City Hall HVAC Improvements Project No. PW 23-03 by NKS Mechanical Contracting, Inc. as completed, for the replacement of HVAC units on top of the roof of the City Hall's north building. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.

(Fiscal Impact: Included in the adopted FY 2023-24 Budget.

Amount Budgeted: \$750,000

Additional Appropriation: None

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

5. Review and Continue Emergency Action for the Permanent Repair of the City of El Segundo Wiseburn Aquatics Center Pool Heaters: Receive and file staff's report regarding the status of the permanent repairs to El Segundo Wiseburn Aquatics Center pool heaters. Adopt a motion by four-fifths vote to determine the need to continue the emergency action approved under Resolution No. 5519.

(Fiscal Impact: The estimated total cost for the permanent repair of the Aquatics Center

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

The budget request is as follows:

Amount Budgeted in FY 2024-25: \$0
Additional Appropriation: \$700,000
Expense Account Number: 301-400-8202-8463 (General Fund CIP - Aquatics Center Pool Heaters)

Establish Transfer Out Budget: \$700,000
Transfer Out Account Number: 001-400-0000-9301 (Transfer out from General Fund to CIP Fund)
Establish Transfer In Budget: \$700,000
Transfer In Account Number: 301-300-0000-9001 (Transfer into 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.)

6 Waiver of El Segundo Municipal Code Section 10-1-4(c) to Allow Alcohol at Fire Station 1 Parking Lot and the 300 Block of Richmond Street for the El Segundo Art Walk: Approve request to waive El Segundo Municipal Code Section 10-1-4(c) to allow alcohol at Fire Station 1 parking lot and the 300 block of Richmond Street for the El Segundo Art Walk on Saturday, August 23, 2025.
(Fiscal Impact: None.)

7. Second Reading of an Ordinance Adopting the Engineering and Traffic Survey and Amending El Segundo Municipal Code § 8-4-3 to Maintain Associated Citywide Speed Limits: Waive the second reading, including by title, and adopt Ordinance No. 1674 adopting the engineering and traffic survey and amending El Segundo Municipal Code § 8-4-3 to maintain associated Citywide speed limits.
(Fiscal Impact: None.)

8. Resolution Rejecting All Bids, Approving Revised Plans and Specifications for Construction of the Community Development Block Grant Americans with Disabilities Act Curb Ramp Installation Project, Project No. 602744/PW 24-13, and Authorizing Re-advertisement of the Project for Construction: Adopt Resolution No. 5551 rejecting all bids for construction of the Community Development Block Grant (CDBG) Americans with Disabilities Act (ADA) Curb Ramp Installation Project, Project No. 602744/PW 24-13, approving revised plans and specifications for construction of

the CDBG ADA Curb Ramp Improvements Project No. 602744-24/PW 24-13, and authorizing staff to re-advertise the project for construction.

(Fiscal Impact: Actual CDBG allocation in FY2024-25: \$94,609

Estimated CDBG allocation in FY2025-26: \$61,214

Total Available for FY2025-26: \$155,823

Additional Appropriation: None.

Account Number: 111-400-2781-8499 (CDBG Fund Capital Improvement Project))

MOTION by Mayor Pro Tem Baldino, SECONDED by Mayor Pimentel, to approve Consent items 1, 2, 3, 4, 5, 6, 7, and 8.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS:

Staff presentations were reordered at the direction of the Mayor.

10. Aquatics Business Plan 50% Progress Update Presentation: Receive and file the 50% progress update report for the Aquatics Business Plan and provide direction on project deliverables.

(Fiscal Impact: There is no immediate fiscal impact associated with this update.)

Aly Mancini, Recreation, Parks, and Library Director and Miklos Valdez from Councilman-Hunsaker presented the item.

Council Discussion

Council consensus to receive and file the progress update and provide direction on project deliverables.

9. Approval of Proposed Scope of Work for Citywide Staffing Assessment

Request for Proposals: Discuss and provide direction regarding the scope of work for an upcoming citywide staffing assessment request for proposals.

(Fiscal Impact: A total of \$100,000 (Account #001-400-2101-6214) was included in the adopted FY 2025-26 Operating Budget; however, the total cost may be modified depending on receipt of proposals.)

Michael Allen, Community Development Director presented the item.

Council Discussion

MOTION by Council Member Boyles, SECONDED by Mayor Pro Tem Baldino to approve Proposed Scope of Work for Citywide Staffing Assessment Request for Proposals.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS:

11. Announce Appointments to Recreation and Parks Commission, Arts and Culture Advisory Committee, Diversity, Equity, and Inclusion Committee, Library Board of Trustees; and Extend the Terms of Two Senior Citizen Housing Corporation Board Members.

(Fiscal Impact: None.)

These candidates have been appointed to the following Committees, Commissions, and Boards:

1. Dave Lubs, Recreation and Parks Commission – Full Term to expire May 30, 2029
2. Bob Motta, Recreation and Parks Commission – Full Term to expire May 30, 2029
3. Michael Schepps, Arts and Culture Advisory Committee – Full Term to expire June 30, 2028
4. John Pickhaver, Arts and Culture Advisory Committee – Full Term to expire June 30, 2028
5. La Ruth Wright, Diversity, Equity, and Inclusion Committee – Partial Term to expire October 31, 2027
6. Audrey Davis, Library Board of Trustees – Full Term to expire June 30, 2028
7. James Fenton, Library Board of Trustees – Full Term to expire June 30, 2028
8. Paul Lanyi, Senior Citizen Housing Corporation Board – Term extended to August 31, 2025
9. Julia Newman, Senior Citizen Housing Corporation Board – Term extended to August 31, 2025

F. REPORTS – CITY CLERK – No Report

G. REPORTS – COUNCIL MEMBERS

Council Member Keldorf –

12. Major Events Ad Hoc Committee Update and Approval of Committee Members: Receive and file the report on potential opportunities associated with the major events in Southern California, including the 2026 FIFA World Cup, 2027 Super Bowl, and LA 2028 Olympic and Paralympic Games. Provide direction on potential participation in regional programming such as fan zones, hospitality houses, and cultural showcases. Approve the members of the established Major Events Ad Hoc Committee. Authorize staff and committee members to initiate outreach with FIFA,

LA28, businesses, and stakeholders to assess and facilitate strategic partnerships. Authorize staff to initiate facility use negotiations with interested visiting teams or athletes competing in upcoming major events, including closing facilities to the public, and fee structure.

(Fiscal Impact: Fiscal impact will be determined as the Major Events Ad Hoc Committee returns to City Council to appropriate funds, with the exact amount contingent upon the specific event, activation, or effort authorized by City Council at a future time.)

Proposed Members of the Major Events Ad Hoc Committee:

- City Council Member: Michelle Keldorf
- Community Development Director: Michael Allen
- Planning Commissioner: Melissa McCaverty
- Recreation and Parks Commissioner: Kelly Watson
- Arts and Culture Advisory Committee Member: Michael Schepps
- Chamber of Commerce CEO/President: Marsha Hansen
- Community Member: Tesse Rasmussen

Council Member Keldorf ceded her time on this item to Michael Allen, Community Development Director, who presented the item.

Council Discussion

Council consensus to receive and file the report and to provide direction on potential participation in regional programming.

MOTION by Mayor Pimentel, SECONDED by Council Member Keldorf, to approve the members of the established Major Events Ad Hoc Committee; authorize staff and committee members to initiate outreach with FIFA, LA28, businesses, and stakeholders to assess and facilitate strategic partnerships; and to authorize staff to initiate facility use negotiations with interested visiting teams or athletes competing in upcoming major events, including closing facilities to the public, and fee structure.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, and Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

Council Member Keldorf commented on LAPD's response to an incident that occurred over the weekend at Dockweiler Beach which was not conveyed to the El Segundo Police Department until after the fact. She requested that the City initiate discussion with Los Angeles to ensure that, in the future, LAPD will provide timely notifications to ESPD and the City any incident resulting in significant police activity at areas adjacent to El Segundo, and to provide after-the-fact recap reports of any incident to ESPD.

Council Member Giroux – No Report

Council Member Boyles – No Report

Mayor Pro Tem Baldino – Attended South Bay Council of Governments meeting. He wished everyone a Happy Fourth of July.

Mayor Pimentel – Reported the next City Council meeting is scheduled for August 19, 2025.

I. REPORTS – CITY ATTORNEY – Announced that the Governor has signed the California budget and several housing bills that took effect today. There is some housing legislation that is exempt from CEQA requirements, an overview of which he will provide to Council Members.

J. REPORTS/FOLLOW-UP – CITY MANAGER – There is an AQMD Board Hearing scheduled for August 4 which does not have our Abatement Order item on the agenda. He will send a letter to AQMD requesting to add the item to the agenda and draft a letter for Council Members to sign seeking the status of abatement conditions. He encouraged residents to contact the AQMD Board by calling 909-396-2500 or emailing to clerkofboard@aqmd.gov to request the item to remain on the agenda and for the City to get full compliance with the abatement order. Reported the AQMD received 8 odor complaints in the past two weeks; no nuisance violations were issued.

MEMORIALS – The meeting was adjourned in memory of Abbey Topar, a beloved resident and former City employee, who passed away two weeks ago.

Adjourned at 7:39 PM

Susan Truax, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JULY 23, 2025
3:00 PM

CLOSED SESSION – Mayor Pimentel called the meeting to order at 3:01 PM

ROLL CALL

Mayor Pimentel	-	Via Teleconference
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) None

SPECIAL ORDER OF BUSINESS:

Mayor Pimentel announced that Council would be meeting in the executive conference room pursuant to the items listed on the agenda.

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

Employee Organizations: Police Officers’ Association (POA)

Agency Designated Representative: Laura Drottz Kalty, City Manager, Darrell George and Human Resources Director, Rebecca Redyk

Adjourned at 3:40 PM

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.2

TITLE:

Warrant Demand Register for June 16, 2025 through July 27, 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 24B, 25A, 1A, 2A, 2B and 2C: warrant numbers 3056042 through 3056688, and 9003374 through 9003391.
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 and FY 2025-2026 Adopted Budget. The total of \$10,946,230.41 (\$2,058,012.89 in check warrants and \$8,888,217.52 in wire warrants) are for demands drawn on the FY 2024-2025 Budget. The total of \$9,351,078.39 (\$4,831,812.54 in check warrants and \$4,519,265.85 in wire warrants) are for demands drawn on the FY 2025-2026 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,

Warrant Demand Register

August 19, 2025

Page 2 of 2

county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a 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 24b - summary
2. Register 25a- summary
3. Register 1a- summary
4. Register 2a- summary
5. Register 2b- summary
6. Register 2c- summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056044 - 3056147
9003374 - 9003376

DATE OF APPROVAL: AS OF 7/1/25

REGISTER # 24b

003	GENERAL FUND	321,420.98
104	EXPENDABLE TRUST FUND - OTHER	6,750.00
106	TRAFFIC SAFETY FUND	-
108	STATE GAS TAX FUND	28.40
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
108	ASSET FORFEITURE FUND	6,650.92
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	2,145.00
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	569.85
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	13.26
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,587.05
127	MEASURE "M"	-
128	SS-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	4,671.25
131	COUNTY STORM WATER PROGRAM	4,576.25
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	650,423.84
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	20,367.39
502	WASTEWATER FUND	12,609.59
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	127.20
603	WORKERS COMP. RESERVE/INSURANCE	124.67
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	1,032,065.65

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 checks 3056042 & 3056043

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:

DATE:

6/24/25
[Signature]
acting CFO

CITY MANAGER:

DATE:

[Signature]
6-24-25

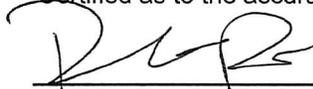
**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 06/16/25 THROUGH 06/22/25**

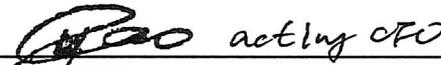
<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/16/2025	Cal Pers	52,047.30	EFT Retirement Safety Police Classic - 1st Tier 28
6/16/2025	Cal Pers	68,362.31	EFT Retirement Misc - PEPRA New 26013
6/16/2025	Cal Pers	56,203.71	EFT Retirement Safety Fire- Classic 30168
6/16/2025	Cal Pers	46,668.62	EFT Retirement Safety-Police-PEPRA New 25021
6/16/2025	Cal Pers	32,107.52	EFT Retirement Misc - Classic 27
6/16/2025	Cal Pers	30,446.06	EFT Retirement Safety-Fire-PEPRA New 25020
6/16/2025	Cal Pers	19,991.04	EFT Retirement Sfty Police Classic-2nd Tier 30169
6/20/2025	Mission Square	65,507.42	457 payment Vantagepoint
6/20/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
6/20/2025	Mission Square	2,613.30	401(a) payment Vantagepoint
6/20/2025	Mission Square	570.97	IRA payment Vantagepoint
06/09/25-06/15/25	Workers Comp Activity	38,672.96	Corvel checks issued/(voided)
06/09/25-06/15/25	Liability Trust - Claims	14,437.10	Claim checks issued/(voided)
06/09/25-06/15/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>428,751.51</u>	

**DATE OF RATIFICATION: 06/20/25
 TOTAL PAYMENTS BY WIRE:**

428,751.51

Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer 6/22/25
 Date


 Chief Financial Officer 6/24/25
 Date


 City Manager 6-24-25
 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 7/1/25
REGISTER # 24b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	2,400.64
1201	City Treasurer	1,581.28
1300	City Clerk	430.03
2101	City Manager	(14.97)
2102	Communications	6,000.00
2103	El Segundo Media	231.70
2201	City Attorney	
2401	Economic Development	5,717.52
2402	Planning	6,252.43
2405	Human and Health Services	595.00
2500	Administrative Services	30,704.87
2601	Government Buildings	13,217.80
2900	Nondepartmental	2,367.10
6100	Library	6,770.74
		<u>76,254.14</u>
PUBLIC SAFETY		
3100	Police	18,638.59
3200	Fire	14,125.11
2403	Building Safety	127.63
2404	Plng/Bldg Sfty Administration	35.63
		<u>32,926.96</u>
PUBLIC WORKS		
4101	Engineering	13,611.36
4200	Streets	6,053.24
4300	Wastewater	33.31
4601	Equipment Maintenance	2,979.42
4801	Administration	330.20
		<u>23,007.53</u>
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	26,141.54
5400	CAMPS	1,443.29
		<u>27,584.83</u>
EXPENDITURES		
	CAPITAL IMPROVEMENT	650,423.84
	ALL OTHER ACCOUNTS	221,868.35
	TOTAL WARRANTS	<u><u>1,032,065.65</u></u>

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056148 - 3056272
9003377 - 9003378

DATE OF APPROVAL: AS OF 7/15/25

REGISTER # 25a

003	GENERAL FUND	490,643.62
	EXPENDABLE TRUST FUND - OTHER	1,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	11,700.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	6,042.79
110	MEASURE "R"	50,000.00
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	30,108.22
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	63.99
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	15,206.80
127	MEASURE "M"	-
128	SB-1	30,000.00
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	42,171.81
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	45,031.38
502	WASTEWATER FUND	218,432.23
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	84,410.01
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	169.39
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	467.00
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>1,025,947.24</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

NOTES: Replacement check 3056273

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:

7/1/25
[Signature] acting CFO

DATE:

[Signature]
7-1-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 06/23/25 THROUGH 06/29/25**

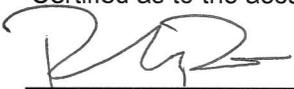
<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/23/2025	US Bank	8,277,803.37	Pension Obligation Bond Principal and Interest Payment
6/23/2025	ExpertPay	2,936.21	EFT Child support payment
6/26/2025	Cal Pers	46,526.75	EFT Retirement Safety Police Classic - 1st Tier 28
6/26/2025	Cal Pers	39,781.42	EFT Retirement Safety Fire- Classic 30168
6/26/2025	Cal Pers	30,991.00	EFT Retirement Misc - Classic 27
6/27/2025	Cal Pers	2,099.22	EFT Retirement Safety Police Classic - 1st Tier 28
6/27/2025	Cal Pers	30,838.21	EFT Retirement Safety Fire- Classic 30168
6/27/2025	Cal Pers	3,442.78	EFT Retirement Safety-Fire-PEPRA New 25020
6/27/2025	Cal Pers	3,488.40	EFT Retirement Sfty Police Classic-2nd Tier 30169
06/16/25-06/22/25	Workers Comp Activity	21,558.65	Corvel checks issued/(voided)
06/16/25-06/22/25	Liability Trust - Claims	-	Claim checks issued/(voided)
06/16/25-06/22/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>8,459,466.01</u>	

DATE OF RATIFICATION: 06/27/25

TOTAL PAYMENTS BY WIRE:

8,459,466.01

Certified as to the accuracy of the wire transfers by:

	<u>6/27/25</u>
Deputy City Treasurer	Date
	<u>7/1/25</u>
Chief Financial Officer	Date
	<u>7-1-25</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 7/15/25
REGISTER # 25a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	184.52
1201	City Treasurer	1,480.54
1300	City Clerk	634.97
2101	City Manager	149.64
2102	Communications	100.55
2103	El Segundo Media	311.63
2201	City Attorney	
2401	Economic Development	1,233.11
2402	Planning	1,510.50
2405	Human and Health Services	85.74
2500	Administrative Services	53,953.99
2601	Government Buildings	62,981.16
2900	Nondepartmental	14,608.10
6100	Library	21,219.97
		<hr/> 158,454.42
PUBLIC SAFETY		
3100	Police	34,126.47
3200	Fire	101,648.71
2403	Building Safety	86,021.82
2404	Plng/Bldg Sfty Administration	1,139.25
		<hr/> 222,936.25
PUBLIC WORKS		
4101	Engineering	837.85
4200	Streets	47,230.79
4300	Wastewater	
4601	Equipment Maintenance	3,103.46
4801	Administration	64.00
		<hr/> 51,236.10
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	19,140.59
5400	CAMPS	512.79
		<hr/> 19,653.38
EXPENDITURES		
	CAPITAL IMPROVEMENT	21,311.27
	ALL OTHER ACCOUNTS	552,355.82
	TOTAL WARRANTS	<hr/> <hr/> 1,025,947.24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056275 - 3056380
9003379 - 9003380

DATE OF APPROVAL: AS OF 7/15/25

REGISTER # 1a

	GENERAL FUND	547,884.02
003	EXPENDABLE TRUST FUND - OTHER	23,203.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	39.90
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,448.96
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	13,822.77
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	7,769.58
502	WASTEWATER FUND	2,716.81
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	10,200.00
602	LIABILITY INSURANCE	1,000.00
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	608,085.04

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 3056274 & 3056381

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]
7/17/25

[Handwritten Signature]
7-8-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/01/25 THROUGH 07/06/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/1/2025	Unum	149.80	Long Term Care Premium - July, 2025
7/3/2025	Mission Square	67,004.70	457 payment Vantagepoint
7/3/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
7/3/2025	Mission Square	2,613.30	401(a) payment Vantagepoint
7/3/2025	Mission Square	676.44	IRA payment Vantagepoint
06/23/25-06/29/25	Workers Comp Activity	24,081.56	Corvel checks issued/(voided)
06/23/25-06/29/25	Liability Trust - Claims	-	Claim checks issued/(voided)
06/23/25-06/29/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>95,649.00</u>	

DATE OF RATIFICATION: 07/03/25

TOTAL PAYMENTS BY WIRE:

95,649.00

Certified as to the accuracy of the wire transfers by:

	<u>7/3/25</u>
Treasury & Customer Services Manager	Date
	<u>7-7-25</u>
Chief Financial Officer	Date
	<u>7-8-25</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 7/15/25
REGISTER # 1a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	2,145.97
1201	City Treasurer	1,448.96
1300	City Clerk	2,907.89
2101	City Manager	26,512.24
2102	Communications	
2103	El Segundo Media	5,819.41
2201	City Attorney	3,337.44
2401	Economic Development	46,167.43
2402	Planning	1,059.36
2405	Human and Health Services	
2500	Administrative Services	22,212.04
2601	Government Buildings	59,664.95
2900	Nondepartmental	68,985.82
6100	Library	27,747.51
		268,009.02
PUBLIC SAFETY		
3100	Police	27,811.67
3200	Fire	78,780.77
2403	Building Safety	38,269.82
2404	Plng/Bldg Sfty Administration	3,485.00
		148,347.26
PUBLIC WORKS		
4101	Engineering	358.90
4200	Streets	14,437.45
4300	Wastewater	1,053.27
4601	Equipment Maintenance	8,666.89
4801	Administration	175.77
		24,692.28
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	36,878.46
5400	CAMPS	5,297.70
		42,176.16
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		124,860.32
TOTAL WARRANTS		608,085.04

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056382 - 3056479
9003381 - 9003387

DATE OF APPROVAL: AS OF 8/05/25

REGISTER # 2a

003	GENERAL FUND	616,124.39
	EXPENDABLE TRUST FUND - OTHER	203.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	4,841.72
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	2,410.50
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	1,595.00
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,891.20
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	35,896.90
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	2,468.53
502	WASTEWATER FUND	24,984.35
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	35,526.88
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	725,942.47

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

[Handwritten Signature]
7/14/25

[Handwritten Signature]
7-14-25

NOTES: Replacement check 3056480

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/07/25 THROUGH 07/13/25**

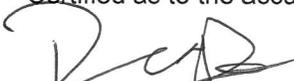
<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/7/2025	ExpertPay	2,936.21	EFT Child support payment
7/10/2025	West Basin	2,584,412.44	H2O payment
7/10/2025	Cal Pers	738,255.60	EFT Health Insurance Payment
7/11/2025	Cal Pers	52,030.03	EFT Retirement Safety Police Classic - 1st Tier 28
7/11/2025	Cal Pers	68,782.63	EFT Retirement Misc - PEPRA New 26013
7/11/2025	Cal Pers	59,951.13	EFT Retirement Safety Fire- Classic 30168
7/11/2025	Cal Pers	47,839.14	EFT Retirement Safety-Police-PEPRA New 25021
7/11/2025	Cal Pers	32,728.22	EFT Retirement Misc - Classic 27
7/11/2025	Cal Pers	31,873.80	EFT Retirement Safety-Fire-PEPRA New 25020
7/11/2025	Cal Pers	18,509.00	EFT Retirement Sfty Police Classic-2nd Tier 30169
07/01/25-07/06/25	Workers Comp Activity	5,455.54	Corvel checks issued/(voided)
07/01/25-07/06/25	Liability Trust - Claims	275,008.47	Claim checks issued/(voided)
07/01/25-07/06/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>3,917,782.21</u>	

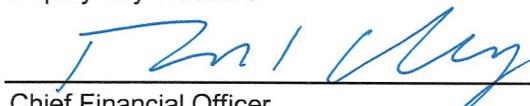
DATE OF RATIFICATION: 07/11/25

TOTAL PAYMENTS BY WIRE:

3,917,782.21

Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer 7/11/25
 Date


 Chief Financial Officer 7/14/25
 Date


 City Manager 7-14-25
 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 8/05/25
REGISTER # 2a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	600.83
1201	City Treasurer	1,448.96
1300	City Clerk	3,717.13
2101	City Manager	1,911.84
2102	Communications	80.00
2103	El Segundo Media	
2201	City Attorney	27.50
2401	Economic Development	
2402	Planning	3,670.00
2405	Human and Health Services	
2500	Administrative Services	49,605.80
2601	Government Buildings	39,293.21
2900	Nondepartmental	
6100	Library	4,389.82
		<hr/> 104,745.09
PUBLIC SAFETY		
3100	Police	90,196.35
3200	Fire	23,376.88
2403	Building Safety	212,860.72
2404	Plng/Bldg Sfty Administration	8,726.89
		<hr/> 335,160.84
PUBLIC WORKS		
4101	Engineering	27,103.50
4200	Streets	87,771.79
4300	Wastewater	
4601	Equipment Maintenance	5.19
4801	Administration	
		<hr/> 114,880.48
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	43,499.99
5400	CAMPS	
		<hr/> 43,499.99
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		127,656.07
TOTAL WARRANTS		
		<hr/> <hr/> 725,942.47

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056481 - 3056693
9003388 - 9003391

DATE OF APPROVAL: AS OF 8/05/25

REGISTER # 2b

GENERAL FUND	871,482.39
003 EXPENDABLE TRUST FUND - OTHER	11,500.00
104 TRAFFIC SAFETY FUND	-
106 STATE GAS TAX FUND	2.51
108 ASSOCIATED RECREATION ACTIVITIES FUND	-
109 ASSET FORFEITURE FUND	4,923.63
110 MEASURE "R"	-
111 COMM. DEVEL. BLOCK GRANT	-
112 PROP "A" TRANSPORTATION	-
114 PROP "C" TRANSPORTATION	-
115 AIR QUALITY INVESTMENT PROGRAM	-
116 HOME SOUND INSTALLATION FUND	-
117 HYPERION MITIGATION FUND	-
118 TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119 MTA GRANT	-
121 FEMA	-
120 C.O.P.S. FUND	-
122 L.A.W.A. FUND	-
123 PSAF PROPERTY TAX PUBLIC SAFETY	913.07
124 FEDERAL GRANTS	-
125 STATE GRANT	-
126 A/P CUPA PROGRAM OVERSIGHT SURCHARGE	-
127 MEASURE "M"	-
128 SB-1	-
129 CERTIFIED ACCESS SPECIALIST PROGRAM	-
130 AFFORDABLE HOUSING	-
131 COUNTY STORM WATER PROGRAM	1,615.00
132 MEASURE "B"	-
202 ASSESSMENT DISTRICT #73	-
301 CAPITAL IMPROVEMENT FUND	-
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	32,901.77
502 WASTEWATER FUND	766,774.29
503 GOLF COURSE FUND	-
504 SENIOR HOUSING CITY ATTORNEY	-
505 SOLID WASTE FUND	-
601 EQUIPMENT REPLACEMENT	21,900.00
602 LIABILITY INSURANCE	811.06
603 WORKERS COMP. RESERVE/INSURANCE	305.78
701 RETIRED EMP. INSURANCE	-
702 EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703 EXPENDABLE TRUST FUND - OTHER	-
704 EXPENDABLE TRUST FUND - OTHER	4,030.00
708 OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS	<u>1,717,139.50</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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]
7/21/25

[Handwritten Signature]
7-21-25

**CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
07/14/25 THROUGH 07/20/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/14/2025	Cal Pers	55,481.06	EFT Retirement Safety Police Classic - 1st Tier 28
7/14/2025	Cal Pers	68,984.35	EFT Retirement Misc - PEPRA New 26013
7/14/2025	Cal Pers	56,529.50	EFT Retirement Safety Fire- Classic 30168
7/14/2025	Cal Pers	50,190.61	EFT Retirement Safety-Police-PEPRA New 25021
7/14/2025	Cal Pers	32,735.68	EFT Retirement Misc - Classic 27
7/14/2025	Cal Pers	31,763.28	EFT Retirement Safety-Fire-PEPRA New 25020
7/14/2025	Cal Pers	18,370.28	EFT Retirement Sfty Police Classic-2nd Tier 30169
7/18/2025	Mission Square	68,766.23	457 payment Vantagepoint
7/18/2025	Mission Square	1,123.20	401(a) payment Vantagepoint
7/18/2025	Mission Square	2,613.30	401(a) payment Vantagepoint
7/18/2025	Mission Square	701.30	IRA payment Vantagepoint
7/18/2025	ExpertPay	2,614.06	EFT Child support payment
07/07/25-07/13/25	Workers Comp Activity	25,160.56	Corvel checks issued/(voided)
07/07/25-07/13/25	Liability Trust - Claims	8,525.74	Claim checks issued/(voided)
07/07/25-07/13/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>423,559.15</u>	

DATE OF RATIFICATION: 07/18/25

TOTAL PAYMENTS BY WIRE:

423,559.15

Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer 7/18/25
Date


 Chief Financial Officer 7/21/25
Date


 City Manager 7-21-25
Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/05/25
REGISTER # 2b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,455.72
1201	City Treasurer	
1300	City Clerk	14,462.88
2101	City Manager	16,632.61
2102	Communications	6,000.00
2103	El Segundo Media	2,394.72
2201	City Attorney	
2401	Economic Development	1,900.00
2402	Planning	
2405	Human and Health Services	850.00
2500	Administrative Services	18,960.97
2601	Government Buildings	5,059.37
2900	Nondepartmental	10,524.07
6100	Library	6,702.00
		<hr/> 84,942.34
PUBLIC SAFETY		
3100	Police	580,903.85
3200	Fire	12,793.44
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	
		<hr/> 593,697.29
PUBLIC WORKS		
4101	Engineering	2,945.00
4200	Streets	2,265.70
4300	Wastewater	867.29
4601	Equipment Maintenance	12,018.81
4801	Administration	
		<hr/> 18,096.80
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	159,685.59
5400	CAMPS	
		<hr/> 159,685.59
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		860,717.48
TOTAL WARRANTS		<hr/> <hr/> 1,717,139.50

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3056594 - 3056688

DATE OF APPROVAL: AS OF 8/05/25

REGISTER # 2c

	GENERAL FUND	520,793.92
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	14,596.71
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	1,603.70
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	10,719.80
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	24.55
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	339.36
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	1,135,364.77
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	13,002.40
502	WASTEWATER FUND	7,707.73
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	864.00
602	LIABILITY INSURANCE	79.43
603	WORKERS COMP. RESERVE/INSURANCE	122.30
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	75,426.86
	TOTAL WARRANTS	1,780,645.53

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: No EFT PAYMENTS THIS WEEK.

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:

[Handwritten Signature]
7/26/25

DATE:

[Handwritten Signature]
7-30-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/21/25 THROUGH 07/27/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/24/2025	Cal Pers	1,322.40	1959 Survivor Benefit Employer Contributions - Police 28
7/24/2025	Cal Pers	2,140.20	1959 Survivor Benefit Employer Contributions - Police PEPRA 25021
7/24/2025	Cal Pers	1,624.00	1959 Survivor Benefit Employer Contributions - Fire 30168
7/24/2025	Cal Pers	1,229.60	1959 Survivor Benefit Employer Contributions - Fire PEPRA 25020
7/24/2025	Cal Pers	522.00	1959 Survivor Benefit Employer Contributions - Police 30169
7/24/2025	Cal Pers	200.00	Admin Fee - Late Payroll Reporting
07/14/25-07/20/25	Workers Comp Activity	58,935.75	Corvel checks issued/(voided)
07/14/25-07/20/25	Liability Trust - Claims	-	Claim checks issued/(voided)
07/14/25-07/20/25	Retiree Health Insurance	16,301.54	Health Reimbursement checks issued
		<u>82,275.49</u>	

DATE OF RATIFICATION: 07/18/25

TOTAL PAYMENTS BY WIRE:

82,275.49

Certified as to the accuracy of the wire transfers by:



 Treasury & Customer Services Manager Date 7/25/25



 Chief Financial Officer Date 7/28/25



 City Manager Date 7-30-25

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 8/05/25
REGISTER # 2c

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	2,634.45
1201	City Treasurer	4,027.22
1300	City Clerk	2,857.43
2101	City Manager	6,611.16
2102	Communications	.
2103	El Segundo Media	5,492.76
2201	City Attorney	.
2401	Economic Development	(108.60)
2402	Planning	45.50
2405	Human and Health Services	85.74
2500	Administrative Services	77,317.71
2601	Government Buildings	37,223.29
2900	Nondepartmental	(1.03)
6100	Library	1,535.58
		<hr/> 137,721.21
PUBLIC SAFETY		
3100	Police	115,178.57
3200	Fire	107,897.22
2403	Building Safety	371.35
2404	PIng/Bldg Sfty Administration	458.93
		<hr/> 223,906.07
PUBLIC WORKS		
4101	Engineering	18,668.66
4200	Streets	20,523.81
4300	Wastewater	251.97
4601	Equipment Maintenance	6,493.63
4801	Administration	266.00
		<hr/> 46,204.07
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	61,406.62
5400	CAMPS	1,188.45
		<hr/> 62,595.07
EXPENDITURES		
	CAPITAL IMPROVEMENT	1,135,364.77
	ALL OTHER ACCOUNTS	174,854.34
	TOTAL WARRANTS	<hr/> <hr/> 1,780,645.53



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.3

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:

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. WUSD agreed to reimburse the City half of the construction cost after the competition of the work, up to \$300,000.

The budget request is as follows:

Amount Budgeted in FY 2024-25: \$0

Additional Appropriation: \$700,000

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

Establish Transfer Out Budget: \$700,000

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

Establish Transfer In Budget: \$700,000

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

August 19, 2025

Page 2 of 3

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

Set Revenue budget: \$300,000

Revenue Account Number: 001-300-XXXX-XXXX (WUSD Pool Heater Contribution)*

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

BACKGROUND:

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

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

DISCUSSION:

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

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

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

Goal 2: Optimize Community Safety and Preparedness

PREPARED BY:

Cheryl Ebert, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

**Continue Emergency Action for the Permanent Repair of the City of El Segundo
Wiseburn Aquatics Center Pool Heaters
August 19, 2025
Page 3 of 3**

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.4

TITLE:

Resolution Adopting Plans and Specifications for the Replacement of Gordon Clubhouse HVAC System at Recreation Park, Project No. PW 25-14

RECOMMENDATION:

1. Adopt a resolution to approve engineering plans and specifications for the replacement of the Gordon Clubhouse HVAC at Recreation Park No. PW 25-14 to avail the City of Immunities pursuant to the Government Code § 830.6.
2. Authorize staff to advertise the project for bids.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budgeted: \$150,000

Additional Appropriation: None

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

BACKGROUND:

The George E. Gordon Clubhouse is a vital community asset situated within Recreation Park in El Segundo, California, and serves as a cornerstone for local recreation and social engagement. This facility, dedicated to the memory of former El Segundo city council member George E. Gordon and officially renamed in 1984, provides a space for numerous community activities, including fitness classes, film festivals, and various social gatherings. The Clubhouse's commitment to promoting health and wellness through its diverse programming necessitates a reliable and efficient indoor environment.

Like any public facility, the George E. Gordon Clubhouse requires a functional and efficient HVAC system to maintain a comfortable and healthy indoor environment for its users. The current system has reached the end of its useful life and is no longer

Resolution Adopting Plans and Specifications for the Replacement of Gordon Clubhouse HVAC System at Recreation Park, Project No. PW 25-14

August 19, 2025

Page 2 of 3

functioning reliably. This condition has impacted the facility's ability to maintain consistent indoor temperatures and air quality. While improved energy efficiency is a secondary benefit, the primary reason for replacement is the system's failure to operate as intended. Replacing the existing HVAC system is a necessary step to ensure the Clubhouse can continue serving the community safely and effectively for years to come.

DISCUSSION:

The City hired J.C. Chang & Associates, Inc., to prepare the engineering plans and specifications for the replacement of the HVAC system at the Gordon Clubhouse. These documents have been reviewed and approved by staff. The estimated construction cost of this project is \$125,000.

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

- October 2025 - Advertising and Bid Process
- November 2025 - Contract Award
- February 202 - Begin Construction
- April 2026 - Project Completion

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:

Alberto Oliveros, Senior Engineer Associates

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

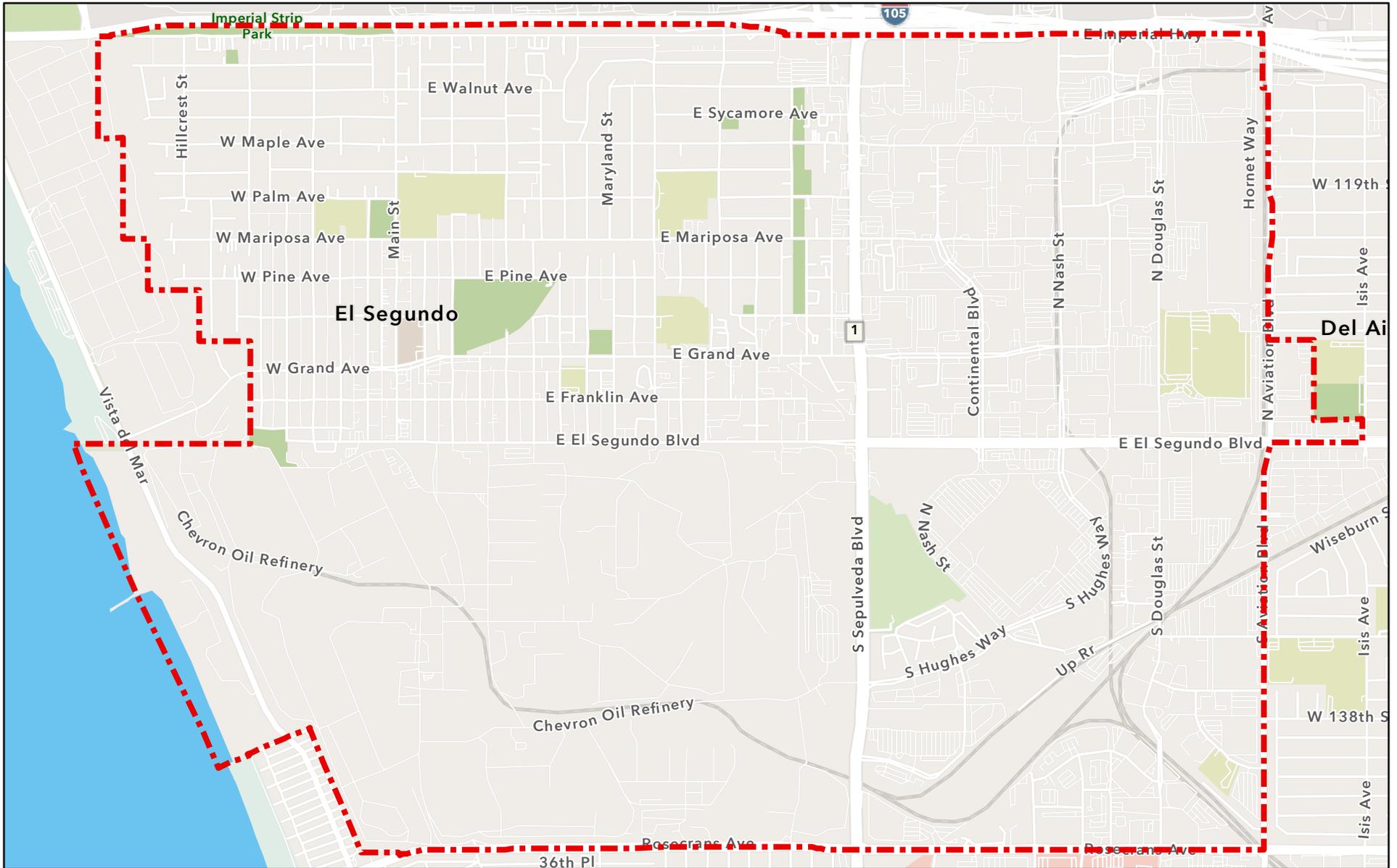
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Resolution

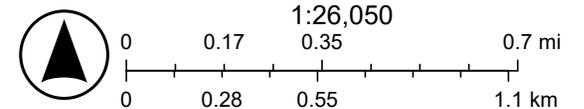
**Resolution Adopting Plans and Specifications for the Replacement of Gordon
Clubhouse HVAC System at Recreation Park, Project No. PW 25-14
August 19, 2025
Page 3 of 3**

PW 25-14 Gordon Clubhouse HVAC Replacement Vicinity Map



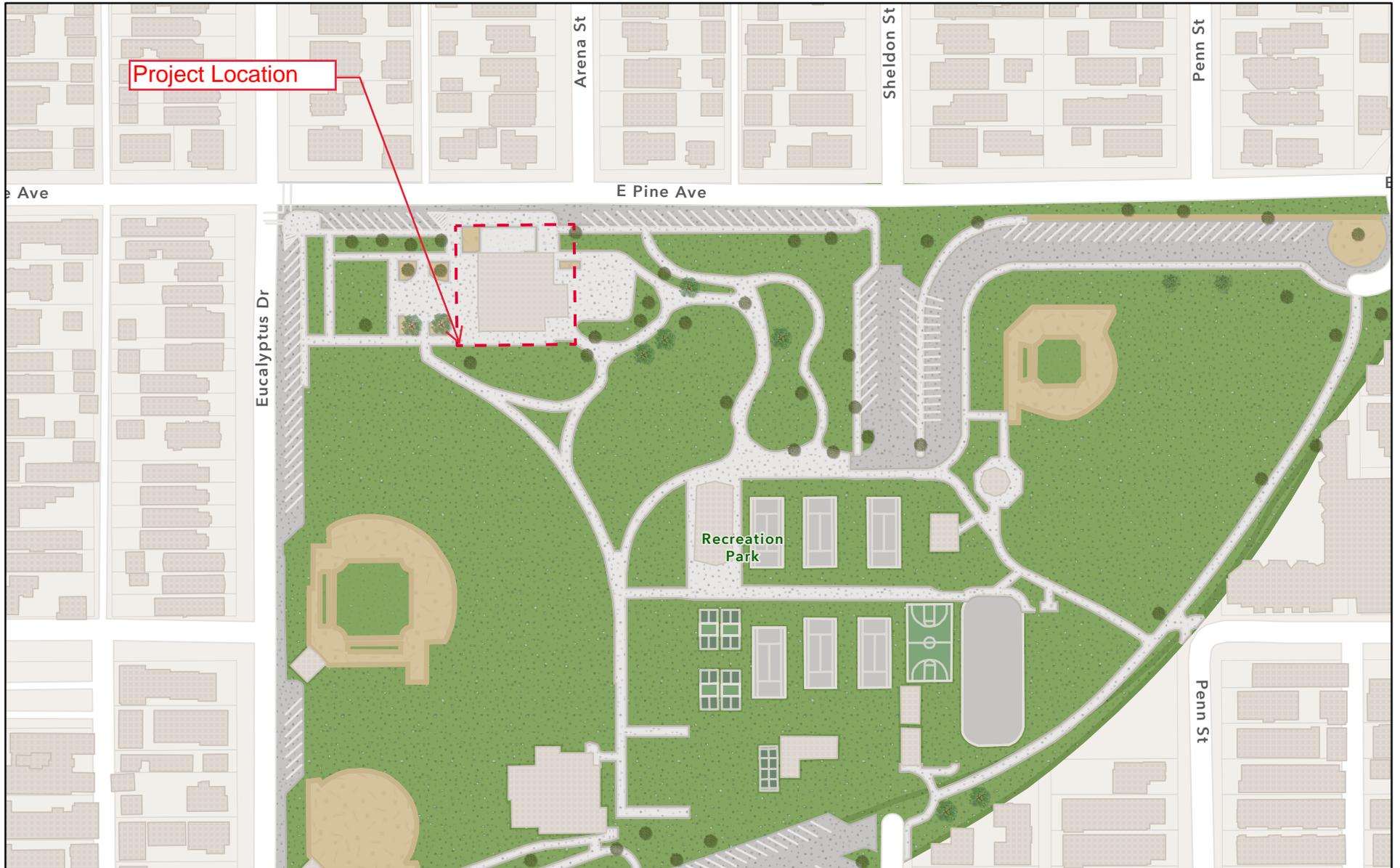
6/30/2025

 COES City Boundary

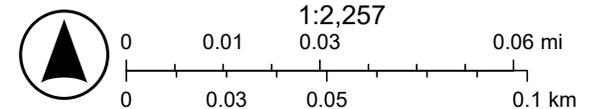


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

PW!25-14 Gordon Clubhouse HVAC Replacement Location Map



6/30/2025



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

RESOLUTION NO. ___

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR GORDON CLUBHOUSE HVAC SYSTEM REPLACEMENT, PROJECT NO. PW 25-14, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City Engineer prepared plans and specifications for PW 25-14, Gordon Clubhouse HVAC System (“Project”) for renovation. These plans and specifications are complete. Services related to the Project may begin;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.5

TITLE:

Agreement with [Monday.com](https://www.monday.com) to Renew Software Licenses

RECOMMENDATION:

1. Pursuant to the City of El Segundo Municipal Code Section 1-7-9(A), waive competitive bidding and authorize the City Manager to execute a three-year software licenses renewal contract with Monday.com for a total contract amount of \$226,980.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total contract amount is \$226,980 and will be paid in three (3) equal, annual installments of \$75,660. The first-year cost is included in the FY 2025-26 budget in Account Number 001-400-2505-6217 (General Fund - Software Maintenance).

No additional appropriation is needed. The cost for subsequent renewals will be requested in future budgets.

BACKGROUND:

In 2023, the City Manager's Office (CMO) sought a project tracking and management software. As part of this process, the CMO conducted an informal review and bidding of three (3) options: Wrike, Asana, and Monday.com. It was concluded that:

- Monday.com offered the most intuitive user interface, providing a smoother navigation experience and better usability compared to the other options.
- Monday.com's automation features stood out for being both flexible and easy to implement, allowing staff to streamline and automate recurring tasks.
- Monday.com integrated with existing City software, including Outlook, enhancing

Monday.com Software Licenses Renewal

August 19, 2025

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overall workflow efficiency.

Based on these findings, Monday.com was selected and an initial twenty (20) licenses were purchased.

By late 2024 and into 2025, other departments had similar needs and were looking for a software to help manage and track office workflows such as strategic plan action items, approval of internal employee forms, open items and task lists, and contract approval.

Staff evaluated its options and concluded that Monday.com could successfully meet these needs. Accordingly, to promote consistency and avoid introducing new software platforms, staff decided to expand the use of Monday.com beyond its original scope.

Additional licenses were purchased to support the broader adoption of Monday.com within the organization.

The current Monday.com licenses are set to expire September 26, 2025.

DISCUSSION:

Staff is looking to renew 125 Monday.com licenses for a 3-year term for a total contract value of \$226,980. The contract amount will be paid annually at \$75,660 each year.

Monday.com has been a powerful tool for staff, and its versatility as well as ease of use has allowed staff to leverage Monday.com for different use cases. This helps to consolidate software use to one (1) platform and minimizes staff time and effort to manage, train, and collaborate on different platforms.

In addition, by consolidating use to one software, we were able to increase our user volume and negotiate better pricing with Monday.com. Staff negotiated a fixed, discounted price of \$50.44 per license per month for all three (3) years. This is a three percent (3%) discount over the current, list price and will save approximately \$7,020 over the 3-year term. These savings assume the current list price will remain unchanged. The cost savings will be greater if the list price increases during the 3-year term.

Accordingly, staff recommends that City Council waive competitive bidding, approve, and authorize City Manager to execute a 3-year contract with Monday.com for the renewal.

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

Monday.com Software Licenses Renewal

August 19, 2025

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improve services, efficiency, and transparency.

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:

Cao Nguyen Le, Administrative Specialist

REVIEWED BY:

Paul Silverstein, Interim IT Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Monday.com - Renewal Order Form Q-88024

monday.com
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel

Valid through: 09/30/2025
Proposed by: Rebecca Kang
Email: rebeccak@monday.com
Quote number: Q-88024

Order form

Address Information

Bill To:

City of El Segundo
350 Main Street
El Segundo, California
90245-3895
United States

Ship To:

City of El Segundo
350 Main Street
El Segundo, California
90245-3895
United States

Billing company name: City of El Segundo
Billing contact name: Barbara Voss
Billing email address: isadministration@elsegundo.org

Tax/GST number: 95-6000706
Billing language: English

Terms and conditions

Contract start date: 09/27/2025
Contract end date: 09/26/2028
Billing frequency: Yearly
Currency: USD

Payment terms: Net 30

Recurring Products

Product	Tier	Start Date	End Date	Quantity	List Price	Discount	Net Price
 monday work management	Enterprise	Sep 27, 2025	Sep 26, 2028	125 Seats	USD 52.00	3.00%	USD 226,980.00
Customer Success Manager				10 Hours	USD 0.00	0.00%	USD 0.00
						Total List Price	USD 234,000.00
						Discount %	3.00%
						Total Price	USD 226,980.00

Payment Schedule

Invoice	Payment Number	Amount	Payment Date (from invoice issuance date)
1	1	USD 75,660.00	Net + 30 (est. 2025-10-27)
2	2	USD 75,660.00	Net + 30 (est. 2026-10-27)
3	3	USD 75,660.00	Net + 30 (est. 2027-10-27)

Service Products Details

Customer Success Manager: Named CSM (Scale)

4 Strategic Touchpoints

+Up To 6 Consulting Hours

(Up To 10 total hours per year)

Legal & Finance

Payment terms: Net 30. Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

Split Invoices. Fees under this Sales Order (or under any subsequent Sales Order during the subscription period) related to items which are designated as Recurring in the Recurring Products table herein and for which Customer has purchased more than an annual subscription shall be invoiced annually (or pro-rata portion of

the annual fees if an invoice is for a period of less than 12 months) in accordance with the following schedule; provided that each invoice is for an amount equal to or greater than \$5K USD (or an equivalent amount) and/or for a period equal to or greater than three (3) months (“Split Invoice Threshold”). In event that an invoice for the respective annual period would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide a copy of the applicable purchase order.

Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Governing Terms. This Sales Order for the monday.com services described above (“Services”) is issued under and shall be governed by monday.com’s Terms of Service available at: <https://monday.com/terms/tos> (“Terms”) and any addendum thereto entered into by the customer identified above (“Customer”) and monday.com (“Addendum”); however, if a SaaS agreement was signed by the parties in respect of the Service (“SaaS Agreement”) then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as “Agreement”).

Additional Services

Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium

Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: <https://monday.com/l/legal/monday-com-additional-services-terms/> ("Additional Services" and "Additional Services Terms" respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Full Name: _____

Title: _____

Date of Signature: _____

Signature: _____



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.6

TITLE:

Resolution Appointing City Representatives to the Independent Cities Risk Management Authority Governing Board

RECOMMENDATION:

1. Adopt the proposed Resolution appointing Chief Financial Officer Paul Chung as the City's primary representative to the Independent Cities Risk Management Authority ("ICRMA") Governing Board and appointing Human Resources Director Rebecca Redyk and Risk Manager Sharon Brennan as alternate representatives.
2. Alternatively, discuss and take other actions related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

ICRMA is a joint powers authority created pursuant to provisions of the Government Code and was formed to provide liability, workers' compensation, and property insurance as well as other risk management services.

The ICRMA Joint Powers Agreement provides that each member city, like El Segundo, must appoint representatives to serve on the ICRMA Governing Board. In addition to the primary representative, appointment of two alternates is also authorized. ICRMA requires a Resolution approved by the City Council to make changes to the City's representatives serving on the ICRMA Governing Board.

DISCUSSION:

Pursuant to Section 5.1 of the ICRMA Bylaws, the person(s) designated must hold one

Appointing City Representatives to the Governing Board of ICRMA

August 19, 2025

Page 2 of 2

of the following positions, or their equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Manager, Assistant/Deputy City Manager, Assistant to the City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director.

Earlier this year, the City hired Risk Manager Sharon Brennan. She has been regularly attending the Board meetings in a guest status. The City wishes to appoint the Risk Manager as an alternative representative to the ICRMA Governing Board to provide full participation rights including the ability to vote and attend closed sessions.

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.

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

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

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

Strategy C: Reduce the number of workers' comp and general liability claims and expedite the resolution of existing claims.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Appointing Representatives to ICRMA (CAO rev)

RESOLUTION NO. Number

**A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA
APPOINTING REPRESENTATIVES TO THE INDEPENDENT CITIES
RISK MANAGEMENT AUTHORITY (“ICRMA”).**

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

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

- A. El Segundo is a member of the Independent Cities Risk Management Authority (“ICRMA”).
- B. Pursuant to the ICRMA By-laws and Joint Powers Agreement, the City Council may appoint a public official other than a City Council Member to the ICRMA Governing Board; and two alternates for the representatives who may be a City employee;
- C. Pursuant to Section 5.1 of the ICRMA By-laws, the person(s) designated must hold one of the following positions, or their equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Manager, Assistant/Deputy City Manager, Assistant to the City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director.

SECTION 2: Chief Financial Officer Paul Chung is appointed as the City’s representative; Human Resources Director Rebecca Redyk is appointed as an alternate City representative; and Risk Manager Sharon Brennan is also appointed as an alternate City representative.

SECTION 3: The individuals appointed by this Resolution are authorized to represent the City while acting as ICRMA delegates. Such authority includes the power to vote for the City on matters presented to the ICRMA Governing Board. These representatives are directed to keep the City Council regularly informed regarding ICRMA proceedings.

SECTION 4: This Resolution is effective upon adoption and will remain effective unless repealed or suspended.

PASSED AND ADOPTED this 19th day of August, 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, and attested to by the City Clerk, all at a regular meeting of said Council held on the 19th day of August, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.7

TITLE:

Amendment of the Professional Services Agreement with Arcadis for Construction Administration Services for "The Plunge" Project

RECOMMENDATION:

1. Authorize the City Manager to execute an amendment to the Professional Services Agreement # 6865 with Arcadis for \$184,520 for construction administration during the construction phase and authorize an additional \$50,000 for contingency for a sub-total of \$234,520.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total budget for construction and professional support services is \$15,626,854 in Account Number 301-400-8186-8236 (General Fund CIP – Plunge Rehab).

- \$14,988,000: Morillo Construction contract (\$12,988,000) + original contingency (\$1,300,000) + pool tile change order (\$700,000)
- \$688,854: Arcadis architectural services agreement (\$329,614) + Amendment # 1 for the Structural and Utilities design analysis and modifications (\$104,000) + Amendment # 2 for modifying the lighting configuration of the pool areas and new office furniture (\$20,720) + Proposed Amendment # 3 discussed herein (\$234,520)

\$1,000,000 was appropriated in the FY 2025-26 CIP Budget to cover the remaining expenses associated with the project. The additional Arcadis services will be covered by this budget. No additional budget appropriation is necessary at this time.

BACKGROUND:

On November 7, 2023, the City Council adopted the engineering plans and

Amendment of the Professional Services Agreement with Arcadis for the Architectural and Engineering Support Services during the Construction Phase of "The Plunge" Project
August 19, 2025
Page 2 of 3

specifications for the Urho Saari Swim Stadium / Plunge Renovation Project and authorized staff to advertise the project for construction bids. The project will 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.

Construction on the Urho Saari Swim Stadium began on August 12, 2024. During the first six months of construction, the project encountered a few challenges that led to change orders. One of the major challenges was that the facility had not been constructed per the as-built records the City has on file. At the February 18, 2025, City Council meeting, structural challenges were discussed, and an additional \$104,000 was authorized towards the construction administration design support with Arcadis for additional structural analysis and modifying the foundation of "The Plunge" and re-design of utilities. Subsequently, additional change orders were encountered, but the most substantial change order was the replacement of the tiles at the bottom of both pools, which was discussed and approved at the May 20, 2025, City Council meeting.

DISCUSSION:

During construction administration, the architect on the project acts as the owner's representative, ensuring the project is built according to the design and contract documents. This involves observing construction progress, reviewing construction-related submittals, handling Requests for Information (RFI), and resolving any issues that arise during construction.

As expected with a project of this scale, additional work and unforeseen conditions occurred during the construction and ultimately had to be addressed by the architect, Arcadis. Some examples of the changes which led to this additional work include:

- Collaborating with the contractor in resolving new mechanical unit locations in the mechanical room.
- Addressing and redesigning the locker room stairs to align with the intended layout and safety standards.
- Assisting with the coordination and documentation of the back sewer connection

Amendment of the Professional Services Agreement with Arcadis for the Architectural and Engineering Support Services during the Construction Phase of "The Plunge" Project

August 19, 2025

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for streamlined utility integration.

- Collaborating with the contractor in the replacement of all exterior windows in response to termite damage.
- Researching and responding to additional information related to tiles versus plaster options for the pool tiles.
- Coordinating with the design team on evaluating duct-work placement to avoid conflicts, particularly with lighting components of the pool areas.

At this time, an additional \$234,520 (\$184,520 with a \$50,000 contingency) is proposed to be added to the project cost due to extra work. Previously, the City Manager approved an amendment to the agreement with Arcadis to add \$20,720 to cover lighting redesign for the pool areas and the design of the new office and lobby furniture. With these amendments, the total Arcadis contract amount for construction administration will be \$638,854.

Staff respectfully ask that the City Council approve the actions as recommended.

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:

None



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.8

TITLE:

Amendment to Agreement with West Coast Arborists, Inc. for Tree Maintenance Services

RECOMMENDATION:

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to West Coast Arborists, Inc. for \$408,000 for tree maintenance services.
2. Authorize the City Manager to execute an amendment to Agreement No. 7065 with West Coast Arborists, Inc. for an additional \$408,000 (\$204,000 per fiscal year) for a total not-to-exceed amount of \$612,000, and extend the term for two years to September 30, 2027, for Tree Maintenance Services.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total contract amount is \$408,000 for two years. The first-year cost of \$204,000 is included in the FY 2025-26 budget in Account Number 001-400-5102-6206 (General Fund - Contractual Services).

No additional appropriation is needed. The cost for subsequent renewals will be requested in future budgets.

BACKGROUND:

The Recreation and Parks Department maintains approximately 6,000 trees in the city parkways, medians, parks, open space, and various city properties. To maintain and protect the City's urban forest, the department implemented a tree maintenance program. The tree maintenance program includes the City's Certified Arborist, three staff, and tree maintenance contractors.

Amendment to Agreement with West Coast Arborists, Inc.

August 19, 2025

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West Coast Arborists, Inc. (WCA) has performed tree maintenance services since 2014 for the City of El Segundo, and the current contract with WCA will expire September 30, 2025. WCA created the El Segundo Master Street Tree Plan document and developed the City's tree inventory. WCA has performed outstanding tree maintenance services, been very responsive to emergency calls and is without complaints regarding tree trimming. The price list is consistent with the current contract price list.

DISCUSSION:

To maintain consistency of service and continuity of inventory documentation, staff recommend that WCA continue providing tree maintenance services. The City has an opportunity to piggyback onto the City of Temple City contract with WCA that went through a formal bid process in December 2023 and was approved in January 2024. El Segundo Municipal Code § 1-7-9 (Exceptions to the Bidding Requirement) authorizes the City Council's waiver of competitive bidding based on certain findings or through the cooperative use of a competitive bidding procedure that another local, state, or federal government agency has fulfilled within the last five years.

The price list is consistent with the current contract price list. This scope of work includes tree pruning, tree removal, tree evaluation and arborist reports.

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:

Viviann Gonzalez, Senior Administrative Specialist

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: August 19, 2025

Agenda Heading: Consent

Item Number: B.9

TITLE:

Opposition to Senate Bill 707 (Durazo) Regarding Changes to Brown Act Meeting Requirements

RECOMMENDATION:

1. Authorize the City Clerk to send a letter of opposition to Senate Bill (SB) 707.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On March 21, 2023, Council approved Resolution No. 5402 related to AB 2449, directing staff to update meeting agenda templates, and requiring Committees, Commissions and Boards to use traditional teleconferencing procedures.

In the current legislative session, the California State Legislature has proposed Senate Bill (SB) 707, which proposes substantial amendments to the Ralph M. Brown Act. Specifically, the bill would impose new requirements related to remote public participation and multilingual accessibility for agendas and websites for all meetings of eligible legislative bodies. A copy of the bill is available online at leginfo.ca.gov.

DISCUSSION:

While the intent of SB 707 -- to expand public access and participation -- is commendable, the bill's mandates raise serious implementation concerns, particularly

Opposition to Senate Bill 707

August 19, 2025

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for small local agencies with limited resources. In particular, the City Clerk's office has two areas of concern about the bill:

1. Remote Participation Requirements

If it becomes law, SB 707, as currently drafted, would require the El Segundo City Council to provide real-time, two-way telephonic or audiovisual remote participation for its meetings. As currently drafted, the El Segundo City Council is subject to the bill as a so-called "eligible legislative body" because the council represents a city in a county with a population of 600,000 or more. While remote access can be a valuable tool for public engagement, such a requirement presents several challenges:

Increased Operational Demands: Ensuring remote access for every meeting may require significant increases in staffing, overtime, technology infrastructure, and cybersecurity oversight.

Meeting Disruption Risks: Remote platforms introduce risks such as inappropriate content, technical failures, or deliberate disruptions. Staff would be required to monitor and respond to these issues in real-time, detracting from core meeting functions.

Interruptions Due to Technical Issues: If a technology disruption occurs within the City's control, SB 707 requires that the meeting be paused until resolved—even if a quorum is present and the meeting can proceed in person. This could delay time-sensitive decisions unnecessarily.

Impacts on Special Meetings: Many special meetings are held at alternate locations to better serve specific neighborhoods or populations. The added burden of remote participation technology could discourage such outreach efforts, undermining public engagement.

Rather than expanding access, these provisions may ultimately limit it, by reducing the number or flexibility of meetings the City is able to conduct.

2. Agenda Translation Requirements

The bill would also require City Council agendas to be translated into any non-English language spoken by 20% or more of L.A. County residents with limited English proficiency. As noted above, the bill applies to the El Segundo City Council because it is a council in a city in a county with a population of 600,000 or more. Additional requirements include maintaining translated versions of webpages and providing prominent language-specific links on the agency's homepage.

While the City supports efforts to improve language accessibility, these requirements present the following concerns:

Unfunded Mandates: The cost and effort required to translate agendas—especially when translated versions may not be requested—would place a strain on already limited budgets and staffing resources.

Opposition to Senate Bill 707

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Administrative Burden: Maintaining translated webpages and updating content in multiple languages requires technical infrastructure and capacity that may not be feasible for many agencies, particularly smaller ones.

Alternative Approaches: Many community members already use browser-based tools to access information in their preferred language. A **request-based model**, or a **centralized translation landing page** compatible with these tools, would provide flexibility while still promoting meaningful language access.

Based on the above concerns, the City Clerk recommends that the City Council oppose SB 707 and authorize the City Clerk to send a formal letter of opposition outlining the City's concerns. Opposition of SB 707 is consistent with the City's 2025 Legislative Platform, which states City support for "measures that preserve the integrity and fundamentals of the Brown Act and oppose measures that would constrain communication among staff and local officials."

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:

Lili Sandoval, Assistant City Clerk

REVIEWED BY:

Susan Truax, City Clerk

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Consent

Item Number: B.10

TITLE:

Resolution Authorizing Staff to File Applications for Measure A Funds for Fiscal Year 2025-2026

RECOMMENDATION:

1. Adopt the resolution approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A funding for projects and programs.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no immediate fiscal impact associated with receiving and filing this report. However, future engagement with the Los Angeles County Regional Park & Open Space District (RPOSD) and application for Measure A competitive or annual allocation funds may result in substantial capital or programmatic funding for qualifying projects. In 2020, the City of El Segundo submitted a formal request to RPOSD to accrue its Measure A Annual Allocation funds for five years. This request was made to allow the city time to identify a future project based on community priorities—through a comprehensive needs assessment. As of now, El Segundo's Measure A Annual Allocation balance is \$802,835.30. These funds are updated annually on September 15. Staff time and potential consultant support may be required to review the funding status, confirm eligibility, and prepare future applications or work plans.

BACKGROUND:

In November 2016, Los Angeles County voters approved Measure A, a permanent parcel tax designed to generate approximately \$95–100 million annually for parks, open space preservation, recreational facilities, and related community services. The program is administered by the Los Angeles County Regional Park & Open Space District (RPOSD) and includes two primary funding mechanisms: formula-based Annual Allocations distributed to every jurisdiction and a series of Competitive Grant Programs

Resolution regarding Measure A Grant Funds

August 19, 2025

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targeting high-priority project categories such as land acquisition, natural lands restoration, trail development, and youth and veteran job training. Every city in Los Angeles County, including El Segundo, is entitled to receive Annual Allocation funding based on a formula tied to factors such as population and park needs. However, competitive grant funding is awarded based on project merit and geographic equity, with a strong emphasis placed on serving high- and very-high park-need areas identified in the County's 2016 Parks Needs Assessment.

DISCUSSION:

To date, the City of El Segundo has not been listed as a recipient of any competitive Measure A grant funding through the major funding cycles held between 2021 and 2025. This absence may be attributed to several factors.

- El Segundo is considered relatively park-rich compared to other areas of Los Angeles County, and competitive Measure A funds are primarily directed toward communities with the greatest park needs.
- Additionally, the City's land use is predominantly industrial and commercial, limiting opportunities for large-scale parkland acquisition or expansion projects that often align with RPOSD's funding priorities.
- Despite this, El Segundo remains fully eligible for both its Annual Allocation funds and applicable competitive grant categories such as trails, recreation access, and programmatic initiatives.

In 2020, the City formally requested to accrue its Measure A Annual Allocation funds over a five-year period to allow time for planning a future capital or recreational project. This request coincided with the City's efforts to develop a comprehensive needs assessment aimed at identifying the most suitable and impactful project to serve residents' recreational and open space needs. Moving forward, staff recommend revisiting the City's allocation status, exploring eligible project concepts, and engaging with RPOSD to prepare for upcoming funding opportunities.

CITY STRATEGIC PLAN COMPLIANCE:

El Segundo's Strategic Plan supports several Measure A priorities, especially improving public spaces and maintaining city facilities, but it does not directly address land acquisition or open space expansion, which are key areas for competitive grants.

Key Areas of Alignment:

- Parks & Facility Improvements - El Segundo prioritizes upgrading and maintaining public parks, recreation centers, and other infrastructure—aligning with Measure A's goal of enhancing existing spaces.
- Community Health & Access - El Segundo promotes safe, healthy, and active

Resolution regarding Measure A Grant Funds

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lifestyles, which supports Measure A's focus on equitable access to recreation.

PREPARED BY:

Viviann Gonzalez, Senior Administrative Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks, and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. A27 El Segundo Master Agreement
2. Measure A Resolution City of El Segundo 2025
3. SAMPLE Application Form

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of El Segundo
401 Sheldon Street
El Segundo, CA 90245

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of El Segundo ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

- A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.
- B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.
- C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.
- D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.
- E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.
- F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.
- G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

- A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The email or electronic signature of the parties shall be deemed to

constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

- B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

- A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.
- B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only

reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

- C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:
1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.
 2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.
- D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);
2. Electronic submission of the final claim;
3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD’s financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

- (A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

- A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.
- B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

- C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

- A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.
- B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.
- C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters

related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

- D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
- E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

- A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.
- B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

- A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic

dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

- B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

- A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

- B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.
- C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.
- D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.
- E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

- A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
 - 1. Prior to reimbursement of funds:
 - a. Withdrawal of an approved NTP;
 - 2. After payment (partial or full) of a specific project approved through an NTP:
 - a. Seek specific performance of Grantee's obligations under this Agreement;
 - b. Receive reimbursement of grant funds awarded under the NTP.
- B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

- C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;
2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;
3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;
4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;
5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;
6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

- A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

- B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

- C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.
- D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
- E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
- F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A27

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____ (Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

- a. Grantee must complete all required deliverables identified in the attached Work Plan.
- b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
- c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

RPOSD Representative

Date: _____

SAMPLE

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF EL SEGUNDO
APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS
FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the *City of El Segundo* to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that *City of El Segundo* must comply with; and

WHEREAS, *City of El Segundo* will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF EL SEGUNDO HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and
2. Certifies that *City of El Segundo* understands the assurances and will comply with the assurances in the application form; and
3. Appoints the *City Manager* or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Passed, approved, and adopted this _____ day of _____, 20_____

Chris Pimentel, Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

By: _____
Mark D. Hensley, City Attorney

2) Project Details Form

Project Description

Grant Project Title*	50-character limit. Please note that characters include spaces and punctuation.
<i>2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.</i>	
Scope of Work*	750-character limit. Please note that characters include spaces and punctuation.
Project Type*	Development Choose your project type

Project Location Information

Enter information for all locations associated with the proposed project.
Contact RPOSD If project consists of 6 or more locations.
REMINDER: Organizations are required to update the LA Parks Portal every other year.

Location Name*	i.e. park name, open space name, etc. Must enter a name. Actual or potential
Physical Location	e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude
AIN FOR ACQUISITION ONLY	
Assessor's Identification Number (AIN)	For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.
Are additional locations part of this project?	No

Land Access/Tenure

*Please note that if the answer is Yes the applicant must provide proof in supporting documents section below.
If the answer is NO the applicant must provide written consent or other documentation to develop project.
Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.*

Is your agency the landowner of the proposed project location(s)?	Yes
Will your agency be responsible for the long term grant obligations?	Yes
If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant Agreement (AAGA) will be required.	
Who is the landowner?	
Landowner Contact's name and email	

Reporting Requirements

Visit the [Park Investment Map Viewer](#) to answer the questions in this section.

Supervisorial District*	0
Park ID Required for Existing Facilities	
Park ID*	CPAD Unit ID. If no CPAD Unit ID, write 'N/A'

Study Area* 500
Level of Need* High

SAMPLE

1) General Information

Application:

Program Area: Measure A
Funding Opportunities: 09522 - Annual Allocation Work Plan

Instructions

This page must be completed and saved before proceeding with the rest of the application process.

General Information

[Go to Application Forms](#)

System ID:
Project Title:
Primary Contact:
Additional Contacts:

Select any additional contacts within your organization that will also manage this Grant

Organization:

SAMPLE

Work Plan Budget

Provide a concise description of the **DELIVERABLES** of each line item.

Soft Costs - RPOSD Funding				
Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
		MA Annual Allocation		\$
		MA Annual Allocation		\$

Hard Costs - RPOSD Funding				
Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
		MA Annual Allocation		\$
		MA Annual Allocation		\$
		MA Annual Allocation		\$

Other Funding Narrative
Please explain other funds to support this project. 750-character limit.
 This project is entirely funded by Measure A

Total Costs	
Total RPOSD Soft Costs	\$
RPOSD Soft Costs Percentage	
Total RPOSD Hard Costs	\$
RPOSD Hard Costs Percentage	
Total RPOSD Amount	\$

Community Outreach and Engagement

REMINDER: Save your progress often! The "Save" button is on the top right of this page.

Required Fields:

Fields marked with a red asterisk(*) are required.

You will not be able to save the form without entering data into these fields.

Exception to the Rule

If an Annual Allocation project is replacing an amenity with the same type of amenity, "like for like" then community outreach and engagement is not required, although information sharing is strongly encouraged to inform the community. pages 62 - 63 in the GAM (January 2024).

Based on the Exception to the Rule, does this project **require** Community Outreach and Engagement?*

Yes

If the answer is **yes**, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

Minimum Community Outreach and Engagement Requirements

For detailed information about Community Outreach and Engagement, please refer to Section 3 of the Measure A GAM (January 2024).

What is the total project budget (including outside funding sources)?* \$50,000.00 - \$1,000,000.00

Did your organization plan/complete Information Sharing and Participatory Engagement? *

Yes

Language Access Requirements

When conducting community outreach and engagement, cultural and language sensitivities must be considered to encourage participation from groups that typically face barriers and are less likely to participate in public process collaborations. To ensure truly inclusive practices, all outreach and engagement conducted for Measure A-funded projects must adhere to the language access requirements. LANGUAGE ACCESS REQUIREMENTS

Our agency has a TIER 1 Requirement

Our agency has a TIER 2 Requirement

Our agency has a TIER 3 Requirement

Community Outreach and Engagement - COMPLETED

Complete the following section if community outreach and engagement has been conducted for project specific requirements. See Section 3 (p. 57): Community Outreach and Engagement section for detailed information. All supporting documents associated with COMPLETED Community Outreach and Engagement need to be uploaded in the Community Outreach section of the Supporting Documents Form.

Has Community Outreach and Engagement been conducted for this project? No

Community Outreach and Engagement - PLAN

Complete the following section if no community outreach and engagement has been conducted or there is remaining community outreach and engagement to be conducted. **All supporting documents associated with COMPLETED Community Outreach and Engagement need to be uploaded in the Community Outreach section of the Supporting Documents Form.**

Date of Engagement

Time of Day

Engagement Type

Outreach Type

Location

Before or After Project Start

Description of Outreach

1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.

Is there additional Community Outreach and Engagement planned? No.

SAMPLE

REMINDER: Save your progress often! The "Save" button is on the top right of this page.

Enter your data onto this form by answering the questions below. When you have completed your entry for each open field, select "Save". To resume editing after saving your work, select "Edit" at the top of the screen.

Please note the identified character limits of each response field.

Spaces and punctuation marks count towards the character limit.

The system will not alert applicants when the maximum characters have been exceeded.

Responses over the character limits must be manually corrected in order to be successfully saved.

For further assistance when completing this form, select "Help" located on the upper left of this page.

When you have completed the entire form, be sure to "Mark as Complete".

[Click here for the Measure A Grants Administration Manual](#)

Required Fields:

Fields marked with a red asterisk(*) are required. You will not be able to save the form without entering data into these fields.

SAMPLE



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Public Hearings

Item Number: C.11

TITLE:

An Ordinance Amending the Smoky Hollow Specific Plan Permitted Uses and Definitions Related to Incubator and Innovative Start-up Uses (Environmental Assessment No. EA-1374 and Specific Plan Amendment No. SPA 24-03)

RECOMMENDATION:

1. Open and conduct a public hearing to solicit public testimony.
2. Introduce and waive the first reading of an ordinance amending the Smoky Hollow Specific Plan and finding that the ordinance is exempt from the requirements of the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).
3. Schedule the ordinance's second reading for the September 2, 2025 regular City Council meeting or as soon thereafter may be heard.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

In 2018, the City comprehensively updated the Smoky Hollow Specific Plan (SHSP) in part to attract and enable new creative office and technology based businesses. The SHSP development standards, permit processes, and infrastructure plans are intended to facilitate new development and adaptive reuse of properties. In 2023, the City amended the SHSP to streamline the Community Benefit Plan (CBP) review process, strengthen the development and design standards, and permit additional complementary uses in the area.

The proposed ordinance is an additional step towards implementing the SHSP's goal of

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Specific Plan Amendment
August 19, 2025
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attracting creative and cutting-edge businesses, making Smoky Hollow an economic engine for the City. The discussion below and the proposed ordinance focus on facilitating the establishment and growth of small-scale technology start-up businesses, referred to as "Incubator and Innovative Start-up" in this report.

On March 26, 2025, Community Development staff attended a "roundtable" meeting hosted by Mayor Pimentel, Council member Boyles, and the City's Economic Development team. The meeting was attended by local real estate professionals, property owners, developers, and technology start-up company executives. At the meeting, staff presented a draft definition for Incubator and Innovative Start-up uses, and potential amendments to the SHSP intended to remove barriers and attract more start-up companies to the Smoky Hollow area. The feedback received from the Roundtable as it relates to Smoky Hollow is summarized as follows:

- **Definition.** Keep the definition short and focus on desirable industry types that already have a presence and talent concentration in the area.
- **Permit process.** Streamline and reduce steps in the zoning/permit process. The feedback regarding the AUP process was mixed, with some participants in favor of permitting start-ups by right and other participants open to an AUP process, provided it is efficient.
- **Parking.** Start-ups tend to grow fast. Initially, a parking exemption or reduction can be beneficial. However, as companies grow, parking supply can become a constraint.
- **Parking.** Consider eliminating parking requirements and allowing the market to manage it. Start-up businesses may begin operations with a low employee count, but their operations and employee count tend to grow fast. As a result, it is difficult to estimate their parking needs and a potential parking requirement as the business evolves.
- **Heavy Industrial/manufacturing.** Allow a reasonable proportion of the start-up business space to be used for heavy industrial/manufacturing purposes, but avoid noxious and polluting activities.

Planning Commission Action

On September 12, 2024, and May 22, 2025, the Planning Commission held study sessions on a potential specific plan amendment to help Incubator and Innovative Start-ups locate and grow in Smoky Hollow. During the study sessions, staff presented research on Incubator and Innovative start-up uses, draft definitions, and options for permitting them by-right or subject to a use permit. The Planning Commission provided feedback regarding the overall permitting process/options, preserving existing parking

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standards, and components of the definition of the new use, reflected in the attached draft ordinance.

On July 24, 2025, the Planning Commission considered the draft ordinance amending the SHSP to establish a definition and a process for permitting Incubator and Innovative Start-up uses. At the conclusion of the public hearing, the Planning Commission voted unanimously to recommend approval of the subject ordinance by the City Council.

DISCUSSION:

Barriers for Start-up Uses

Since the adoption of the SHSP, staff engaged with several technology start-up businesses, identifying two regulatory barriers discouraging them from locating in Smoky Hollow: 1) the lack of a land use definition that aligns with the business model, and 2) the lack of a clear and efficient permit process.

Definition for Incubator and Innovative Start-up Uses

The SHSP lists several types of uses that relate and are similar to technology start-up companies, such as:

- General Offices
- Research and Development
- Industrial, Light
- Industrial, Heavy
- Warehousing

All the above uses share characteristics with Incubator and Innovative Start-up uses, but have narrowly-drafted definitions that limit the range of businesses that can operate in Smoky Hollow. The use of narrow definitions for permitted uses is a common practice and is intended to prevent undesirable and incompatible uses in specific areas of a jurisdiction. This is also the case in the El Segundo Municipal Code (ESMC) and in the City's specific plans. An unintended consequence of this approach, is that it does not consider new use types that arise due to changes in the economy and business environment. As a result, the current narrow approach to defining uses has excluded desirable and beneficial uses, because they do not completely match the city's current permitted use definitions. Start-ups are particularly at risk of being excluded (rejected), because they involve new technologies and business models, and they grow and evolve quickly after their initial establishment. City staff is generally flexible and make appropriate use of the SHSP's provisions, such as administrative determinations to accommodate new uses; however, a more comprehensive solution is necessary to attract start-ups and meet the SHSP's goal of becoming an incubator of creative and high-technology businesses.

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Following substantial research and consultation with the business community and the Planning Commission, staff prepared the following definition for Incubator and Innovative Start-up uses.

"General definition

A facility specifically designed to facilitate the development and growth of innovative, early-stage (start-up) businesses. These facilities provide flexible space to support small visionary start-ups with large aspirations, fostering an environment where innovation thrives and supporting growth during their initial stages. These establishments facilitate a variety of activities aimed at generating new and improved products and services.

Permitted activities/functions

Activities/functions of *incubator and innovative start-up* uses include design, research, development, testing, prototyping and/or scaling up, and light industrial/manufacturing; and the outcomes can range from products, inventions, patents, and/or knowledge. The facilities and/or functions involved may include labs, offices, research and development, warehousing, and manufacturing as part of the overall use.

Permitted Industry Types

Incubator and innovative start-up uses may encompass businesses in sectors such as aerospace and defense, energy, national security-related, software and hardware technology, and other fields focused on research, development, and innovation, such as life sciences (biotechnology, pharmaceutical, food, agriculture, and environmental).

Operational characteristics

These uses initially have low employee counts and workspace needs but have the potential to expand quickly and affect the availability of on-street parking. These uses generally do not contribute significantly to nuisance factors, such as noise, vibration, glare, heat, dust, humidity, odor or any type of potential air or waste pollution that may potentially be hazardous beyond the site's property lines.

Incubator and innovative start-up uses are not intended to:

- a) manufacture mass quantities of physical products, or
- b) use large quantities of raw and/or hazardous materials."

The proposed general definition is intentionally broad to attract a wide range of start-up businesses and emphasizes Smoky Hollow's goal to serve as an incubator district for high-tech start-ups. At the same time, it identifies specific desirable industry types to clarify the City's priorities and ensure that undesirable industries are excluded. Further, the definition discourages certain operational characteristics to exclude less desirable uses that may have negative impacts. If approved, the draft ordinance would add the above definition to Appendix A of the SHSP (Glossary).

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Permitting Process for Incubator and Innovative Start-up Uses

The draft ordinance proposes to amend the SHSP Allowed Land Uses (Table 2-1) to add Incubator and Innovative Start-up uses as follows:

1. Permit by-right. Permitting these uses by-right when they use no raw materials. Treats them consistently with other industrial uses (light industrial, R&D, and warehousing) and signifies that the City welcomes these uses to Smoky Hollow.
2. Permit subject to an administrative use permit (AUP), if they use limited amounts of raw materials. Requiring an AUP when they use limited raw materials ensures that the City can review and minimize potential impacts, such as noise, odors, pollution, etc., through an efficient administrative process.
3. Permit subject to a conditional use permit (CUP), if they use substantial amounts of raw materials and/or manufacture materials in bulk. The use of substantial amounts of raw materials and the manufacture of materials in bulk are characteristics of Heavy Industrial uses, which are subject to a CUP in Smoky Hollow. As a result, start-up uses that have those characteristics should be reviewed by the Planning Commission in a public hearing setting to ensure they are compatible with the vision and the other permitted uses in Smoky Hollow and to mitigate any potential negative impacts.

Raw Materials Definition and Types

For reference, staff is presenting a general definition, categories, and examples of raw materials:

1. Definition. Raw materials are materials or substances used in the primary production or manufacturing of goods.
2. Raw material types and examples. Raw materials can be classified in several ways, but one common classification is the nature of how the good is extracted. These types include:
 - **Mined raw materials** extracted from the earth, such as ores, stones, metals, minerals, lime, sand, soil, oil, and coal.
 - **Plant-based raw materials** come from trees or plants, including fruits, nuts, flowers, vegetables, resins, wood, cotton, and latex.
 - **Animal-based raw materials** are extracted from animals such as milk, meat, furs, leather, and wool.
 - **Water** can be thought of as a raw material that is used in the production of a

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wide range of products, from beverages, to agriculture, to industrial uses. However, staff recommend, for the purposes of the SHSP, that water not be treated as a raw material. Water is used ubiquitously in industrial uses, including beverage manufacturing, and it does not have the potential for significant environmental or other negative impacts.

Raw Materials Limits

Staff recommend not setting specific limits on the use of raw materials, because their potential to cause a nuisance or generate significant environmental impacts depends on a variety of factors. Instead, staff recommend granting the Community Development Director the discretion to make an initial determination of the appropriate limits on a case-by-case basis, taking into account the following factors:

1. The proportion of the building volume or area that raw materials occupy.
2. The manner in which the material is stored or processed.
3. The potential for the use of the material to contribute to nuisance factors, such as noise, vibration, glare, heat, dust, humidity, odor or any type of potential air or waste pollution that may potentially be hazardous.

Once the Director makes an initial determination, his or her determination will be reviewed by the Planning Commission during the AUP process. This flexible approach will enable the City to permit more start-up uses in Smoky Hollow and regulate the use of raw material without unnecessarily imposing an overly cumbersome CUP requirement.

Hazardous Materials and Waste Regulation

At its two study sessions, the Planning Commission inquired about and discussed hazardous materials regulations. In contrast with raw materials, the California Health and Safety Code (HSC) defines hazardous material as:

"Any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. A material can be considered hazardous if it is flammable, ignitable, corrosive, or toxic."

More specific definitions and lists of hazardous materials are contained in related Federal and State regulations. At the State level, hazardous materials and waste are regulated by Cal EPA and the Department of Toxic Substances Control (DTSC). State regulations (including the California Fire Code and the Health and Safety Code) have limits on the permitted quantities of hazardous materials, but those limits depend on

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multiple factors, including the types of materials, a building's construction features, the existence of fire sprinkler systems, the manner of materials isolation and/or separation, etc. As a result, there is no single rule that determines the allowed quantity of permitted hazardous materials. However, there are thresholds for the minimum reportable quantities, and businesses report those quantities to the local enforcement agency, which in El Segundo is the Fire Department Environmental Safety Division.

Once a threshold is reached, businesses have to submit inventories, business plans, and other documentation to the Fire Department's Environmental Safety Division to obtain a permit, and then have to handle, store, and dispose of the hazardous materials in accordance with State regulations. In addition, businesses that have reported hazardous materials are subject to routine inspections. The reportable quantities are:

1. 500 pounds or more of a solid
2. 55 gallons or more of a liquid
3. 200 cubic feet or more of a compressed gas

State regulations require routine inspections of businesses every three years. However, the Fire Department conducts its inspections at a frequency of every one and a half years. During those inspections, Fire Department staff identify compliance issues and ensure businesses take corrective actions to properly store, handle, and dispose of the hazardous materials.

In Smoky Hollow there are at least 32 businesses that have reported the use, storage and/or disposal of approximately 100 different hazardous materials and waste. These businesses fall under various use categories, including auto repair, manufacturing, aerospace research and development, etc., and generally they have not contributed to significant negative impacts in the Smoky Hollow area. Consequently, staff is not recommending any changes to the permitted uses or additional regulations in the SHSP related to hazardous material handling or quantities, because these materials are adequately regulated by DTSC and the El Segundo Fire Department.

CONCLUSION

The proposed ordinance, if adopted, would amend the Smoky Hollow Specific Plan to accomplish the following objectives:

1. Establish an Incubator and Innovative Start-up use definition and clarify that these uses are permitted in the Smoky Hollow Specific Plan.
2. Establish an efficient process to review and approve these uses depending on whether and to what extent they use raw materials.

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3. Ensure that the health, safety, and general welfare of the community is protected during the review and approval process.

The proposed specific plan amendments contribute toward the overall goal of making Smoky Hollow an incubator hub and creative center regionally and attracting creative and cutting-edge technology businesses.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Paul Samaras, AICP, Principal Planner

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Ordinance
2. Ordinance Exhibit A - Specific Plan Excerpts in Strike-through and Underline
3. Planning Commission Resolution No. 2965

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE SMOKY HOLLOW SPECIFIC PLAN PERMITTED USES AND DEFINITIONS RELATED TO INCUBATOR AND INNOVATIVE START-UP USES.

(Environmental Assessment No. EA-1374 and Specific Plan Amendment No. SPA 24-03).

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

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

- A. On September 12, 2024, the City initiated an application for Environmental Assessment No. EA 1374 and Specific Plan Amendment No. SPA 24-03 to amend the Smoky Hollow Specific Plan updating the permitted uses, definitions, and development standards related to incubator and innovative start-up uses;
- B. On September 12, 2024, and May 22, 2025, the Planning Commission held study sessions to receive public testimony and provide direction to staff on the scope of the specific plan amendment;
- C. 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”);
- D. On July 24, 2025, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the Ordinance and adopted Resolution No. 2965 recommending that the City Council introduce and adopt the Ordinance.
- E. On August 19, 2025, the City Council held a duly noticed public hearing and considered the information provided by City staff and public testimony regarding the Ordinance; and
- F. 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 August 19, 2025, hearing and the staff report submitted by the Community Development Department.

SECTION 2: Factual Findings and Conclusions. The City Council finds that introducing and adopting the Ordinance will amend the City’s Smoky Hollow Specific Plan to establish the following:

- A. Amend the Allowed Land Uses (Table 2-1) to add Incubator and Innovative Start-up uses to the uses permitted by-right and those permitted subject to an

administrative use permit (AUP) in the Smoky Hollow West and Smoky Hollow East Zoning Districts; and

- B. Amend Appendix A (Glossary) to add a definition for Incubator and Innovative Start-up uses.

SECTION 3: Specific Plan Amendment Findings. As required under Government Code § 65854 and ESMC § 15-27-3 and based on the findings set forth in Section 2, the City Council finds as follows:

- A. *That the amendment is consistent with the General Plan.*

The Smoky Hollow Specific Plan serves as the General Plan document for the Smoky Hollow area. Therefore, if the proposed specific plan amendment is consistent with the Specific Plan's vision, goal and objectives, it is also consistent with the General Plan. The specific plan amendment is consistent with and implements the primary Smoky Hollow Specific Plan goal to facilitate the transformation of the Smoky Hollow district from an aging industrial area to a vigorous incubator district and major economic force in the City. Specifically, the amendments facilitate the establishment and growth of innovative start-up businesses in creative and advanced technology industries by:

1. Establishing a broad and flexible definition of innovative start-up uses; and
2. Establishing an efficient administrative process to permit these uses in the Specific Plan.

Thus, the amendments are consistent with the Specific Plan vision of making Smoky Hollow an incubator hub and creative center in El Segundo and throughout the region.

- B. *The amendment is necessary to serve the public health, safety, and general welfare.*

The specific plan amendments will help achieve the primary Smoky Hollow Specific Plan goal of transforming Smoky Hollow from an aging industrial area to a vigorous incubator district and major economic force in the City. The amendments allow new innovative start-up uses and reduce barriers to these uses that are complementary to the creative office and advanced technology incubator character of the district. Thus, the amendments will help transform Smoky Hollow into an economic force, which is consistent with and necessary to serve the public health, safety, and general welfare. In addition, there is no evidence indicating that any of the proposed amendments will have a detrimental impact on public health, safety, and general welfare.

SECTION 4: Environmental Assessment. Based on the facts set forth in Section 2, the City Council finds that the zone text amendment is exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines § 15061(b)(3)), because it consists only of minor revisions to existing zoning regulations

and related procedures and does not have the potential for causing a significant effect on the environment.

SECTION 5: *Action*. The City Council hereby approves and adopts the updated Smoky Hollow Specific Plan as set forth in attached Exhibit “A,” which is incorporated into this Ordinance by reference.

SECTION 6: *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 7: *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 8: *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 9: *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 10: *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 11: 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 12: Effective Date. 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:

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

ORDINANCE _____

EXHIBIT "A"

**Excerpts of the Smoky Hollow Specific Plan as Amended in ~~Strikethrough~~ and Underline
Format**

Smoky Hollow Specific Plan Section 2.2.3 (Allowable Uses by Zoning District) is amended to read as follows:

2.2.3 Allowable Uses by Zoning District

Allowed land uses within each zoning district are listed in Table 2-1. Certain uses may be subject to special conditions regarding the location, operation, design, or special permitting requirements. Following an application submittal, the ~~Planning and Building Safety~~Community Development Director (Director) or his or her designee shall make a determination as to whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use. Any use not specifically listed in Table 2-1 shall be interpreted as not allowed in Smoky Hollow.

- **A Permitted Use (P)** is allowed without discretionary approval and subject to all applicable provisions of this Specific Plan.
- **An Administrative Use Permit (AUP)** requires discretionary approval authorized by the Director and subject to the requirements outlined in ESMC Chapter 15–22.
- **A Conditionally Permitted Use (CUP)** requires discretionary approval ~~in the form of a Conditional Use Permit~~ authorized by the Planning Commission and subject to the requirements outlined in ESMC Chapter ~~15–23~~15-24.
- **An Accessory Use (A)** refers to a use that is incidental and subordinate to a primary use of the land or building and located on the same lot with the primary use or building.
- Uses specifically not allowed in a zoning district are indicated by (—).
- **Similar Use - Use not listed** It is not possible to anticipate every land use that might be proposed and suitable in the future. Primary uses not listed in Table 2-1, unless determined by the Director or designee to be substantially similar to a listed use, are not permitted. In making a determination of similarity, the Director or designee shall follow the provisions of ESMC Section 15-22-2 (Administrative Determinations for Uses Not Listed). ~~Prohibited uses are listed in Section 2.2.4 below. All existing nonconforming uses that are listed as prohibited in this Section shall be subject to the procedures outlined in Section 4.4 (Nonconformities).~~

Detailed definitions for uses are listed in Appendix A: Glossary.

Smoky Hollow Specific Plan Table 2-1 (Allowable Uses by Zoning District) is amended to read as follows:

Table 2-1: Allowed Land Uses

LAND USES	SH-W = Smoky Hollow West Zoning District SH-E = Smoky Hollow East Zoning District PF = Public Facility Zoning District P = Parking Zoning District				P = Permitted By Right A = Permitted as an Accessory Use AUP = Administrative Use Permit CUP = Conditional Use Permit — = Not Allowed	
	SH-W	SH-E	PF	P ¹	Additional Regulations	
Industrial						
Brewery and Alcohol Production	P	P	—	—	Subject to applicable State ABC regulations.	
<u>Incubator and Innovative Start-up</u>	P	P	—	—	<u>Involving no use of raw materials.</u>	
<u>Incubator and Innovative Start-up</u>	<u>AUP</u>	<u>AUP</u>	—	—	<u>Involving limited use of raw materials.</u>	
Industrial, Heavy	CUP	CUP	—	—		
Industrial, Light	P	P	—	—		
Outdoor Storage	A	A	A	—	Shall be screened from view from public right-of-way and all screening shall be architecturally integrated with the building design. See ESMC Section 15-2-8.	
Personal Storage, Collection	AUP	AUP	—	—		
Research and Development	P	P	—	—		
Warehousing	P	P	—	—		
Office						
General Offices	P	P	P	—		
Commercial/Services						
Alcohol Sales—Off-Site and On-Site with Food Service	AUP	AUP	—	—	Includes instructional tasting that is accessory to off-site sales.	
Business and Consumer Support Services	P	P	—	A		

Note(s):

¹In the P zone, a parking structure may include ground floor uses (as an accessory use) that activate the street frontage.

Smoky Hollow Specific Plan Appendix A – Glossary is amended as follows:

* * *

Incidental: See “Accessory.”

Incubator and Innovative Start-up uses:

General definition

A facility specifically designed to facilitate the development and growth of innovative, early-stage (start-up) businesses. These facilities provide flexible space to support small visionary start-ups with large aspirations, fostering an environment where innovation thrives and supporting growth during their initial stages. These establishments facilitate a variety of activities aimed at generating new and improved products and services.

Permitted activities/functions

Activities/functions of *incubator and innovative start-up* uses include design, research, development, testing, prototyping and/or scaling up, and light industrial/manufacturing; and the outcomes can range from products, inventions, patents, and/or knowledge. The facilities and/or functions involved may include labs, offices, research and development, warehousing, and manufacturing as part of the overall use.

Permitted Industry Types

Incubator and innovative start-up uses may encompass businesses in sectors such as aerospace and defense, energy, national security-related, software and hardware technology, and other fields focused on research, development, and innovation, such as life sciences (biotechnology, pharmaceutical, food, agriculture, and environmental).

Operational characteristics

These uses initially have low employee counts and workspace needs but have the potential to expand quickly and affect the availability of on-street parking. These uses generally do not contribute significantly to nuisance factors, such as noise, vibration, glare, heat, dust, humidity, odor or any type of potential air or waste pollution that may potentially be hazardous beyond the site's property lines.

Incubator and innovative start-up uses are not intended to:

- a) manufacture mass quantities of physical products, or
- b) use large quantities of raw and/or hazardous materials.

* * *

RESOLUTION NO. 2965

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE SMOKY HOLLOW SPECIFIC PLAN PERMITTED USES AND DEFINITIONS RELATED TO INCUBATOR AND INNOVATIVE START-UP USES.
(ENVIRONMENTAL ASSESSMENT NO. EA-1374 AND SPECIFIC PLAN AMENDMENT NO. SPA 24-03)**

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

- A. On September 12, 2024, the City initiated an application for Environmental Assessment No. EA 1374 and Specific Plan Amendment No. SPA 24-03 to amend the Smoky Hollow Specific Plan updating the permitted uses, definitions, and development standards related to incubator and innovative start-up uses;
- B. On September 12, 2024, and May 22, 2025, the Planning Commission held study sessions to receive public testimony and provide direction to staff on the scope of the specific plan amendment;
- C. 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");
- D. On July 24, 2025, the Planning Commission held a duly noticed public hearing to receive public testimony and other evidence regarding the proposed ordinance, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and,
- E. This Resolution and its findings are made based upon the evidence presented to the Commission at its July 24, 2025, hearing including, without limitation, the staff report submitted by the Community Development Department and the totality of the evidence in the administrative record.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds, without limitation, that the proposed Specific Plan Amendment ordinance ("Ordinance") would result in the following:

- A. Amend the Allowed Land Uses (Table 2-1) to add Incubator and Innovative Start-up uses to the uses permitted by-right and those permitted subject to an administrative use permit (AUP) in the Smoky Hollow West and Smoky Hollow East Zoning Districts; and

- B. Amend Appendix A (Glossary) to add a definition for Incubator and Innovative Start-up uses.

SECTION 3: Specific Plan Amendment Findings. As required under Government Code § 65854 and ESMC § 15-27-3 and based on the findings set forth in Section 2, the Planning Commission finds as follows:

- A. *That the amendment is consistent with the General Plan.*

The Smoky Hollow Specific Plan serves as the General Plan document for the Smoky Hollow area. Therefore, if the proposed specific plan amendment is consistent with the Specific Plan's vision, goal and objectives, it is also consistent with the General Plan. The specific plan amendment is consistent with and implements the primary Smoky Hollow Specific Plan goal to facilitate the transformation of the Smoky Hollow district from an aging industrial area to a vigorous incubator district and major economic force in the City. Specifically, the amendments facilitate the establishment and growth of innovative start-up businesses in creative and advanced technology industries by:

1. Establishing a broad and flexible definition of innovative start-up uses; and
2. Establishing an efficient administrative process to permit these uses in the Specific Plan.

Thus, the amendments are consistent with the Specific Plan vision of making Smoky Hollow an incubator hub and creative center in El Segundo and throughout the region.

- B. *The amendment is necessary to serve the public health, safety, and general welfare.*

The specific plan amendments will help achieve the primary Smoky Hollow Specific Plan goal of transforming Smoky Hollow from an aging industrial area to a vigorous incubator district and major economic force in the City. The amendments allow new innovative start-up uses and reduce barriers to these uses that are complementary to the creative office and advanced technology incubator character of the district. Thus, the amendments will help transform Smoky Hollow into an economic force, which is consistent with and necessary to serve the public health, safety, and general welfare. In addition, there is no evidence indicating that any of the proposed amendments will have a detrimental impact on public health, safety, and general welfare.

SECTION 4: Environmental Assessment. Based on the facts set forth in Section 2, the City Council finds that the zone text amendment is exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines §

15061(b)(3)), because it consists only of minor revisions to existing zoning regulations and related procedures and does not have the potential for causing a significant effect on the environment.

SECTION 5: *Recommendations.* The Planning Commission recommends that the City Council adopt the Ordinance attached as Exhibit "A" which would implement the Specific Plan Amendment.

SECTION 6: *Reliance on Record.* Each and every one of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on information available at the time of the decision. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. In all instances, best efforts have been made to form accurate assumptions.

SECTION 8: This Resolution will remain effective unless and until superseded by a subsequent resolution.

SECTION 9: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

PASSED AND ADOPTED this 24th day of July 2025.



Kevin Maggay, Chair
City of El Segundo Planning Commission

ATTEST:



Michael Allen, Secretary and
Community Development Director

Maggay	- Aye
Inga	- Aye
Christian	- Aye
McCaverty	- Aye
Taylor	- Absent

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: 

David King, Deputy City Attorney



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

Amendment to the City Manager's Employment Agreement

RECOMMENDATION:

1. Approve the proposed amendment to the City Manager's Employment Agreement to extend the term from June 30, 2026 to June 30, 2027 and to provide a three-and-one-half percent base salary increase from \$292,032 to \$302,253 annually.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact of the proposed amendment is \$11,416 annually. The department has salary savings to absorb the proposed amendment. No additional appropriation is needed for FY 2025-26.

BACKGROUND:

The City of El Segundo entered into an employment agreement on July 1, 2022 with Darrell George to serve as the City Manager (the "Agreement"). This Agreement established certain conditions of employment, provided compensation and benefits, and set working conditions, as approved by the El Segundo City Council on June 21, 2022 under agenda item D.14. The Agreement was first amended August 15, 2023 and again on September 3, 2024.

DISCUSSION:

On June 17, 2025, the City Council conducted its third annual performance evaluation of the City Manager, and on July 1, 2025, the Council discussed the terms and conditions of the Agreement, including the term and base salary. The City Council may amend the term and provide salary adjustments for the City Manager, pursuant to Agreement Sections 2, 4, and 6 of the Agreement.

City Manager Proposed Third Amendment to Employment Agreement

August 19, 2025

Page 2 of 2

In accordance with such deliberations, the proposed amendment to the Agreement provides for a one-year term extension from June 30, 2026 to June 30, 2027; and a salary adjustment of 3.5% beginning the pay period that includes July 1, 2025, adjusting the City Manager's base salary from \$292,032 to \$302,253. The proposed salary placement is within the previously approved salary range for the City Manager position, so a separate Resolution approving the salary is not required. If approved by the City Council, Human Resources and Finance staff will work together to implement the adjustment.

Pursuant to Government Code §§ 53262(a) and 54953(c), this Agreement amendment is proposed in an open session of the City Council, an oral report summarizing the recommended compensation will be made before the City Council takes final action, and the City Council's final action will be reflected in the Council's minutes. In accordance with Government Code § 53262(b), the Agreement and the proposed amendment are available to the public upon request.

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

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

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Third Amendment to City Manager Employment Agreement
2. City Manager Employment Agreement
3. First Amendment City Manager Employment Agreement
4. Second Amendment to City Manager Employment Agreement

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN CITY OF EL SEGUNDO
AND DARRELL GEORGE
(CITY MANAGER)**

THIS THIRD AMENDMENT (“Amendment”) to that certain city manager employment agreement (the “Agreement”), dated as of July 1, 2022, by and between the City of El Segundo, a general law city and municipal corporation existing under the laws of California (“City”), and Darrell George, an individual (“City Manager”), is entered into this 19th day of August 2025. City and City Manager (the “Parties”) agree as follows:

1. The Parties seek to amend the Agreement as set forth below.
2. Pursuant to Agreement Section 14(E), Agreement Section 2 (Term and At-Will City Manager Status) is amended to extend the term of the Agreement for one year, from June 30, 2026 through June 30, 2027.
3. Pursuant to Agreement Section 14(E), Agreement Section 4 (Salary) is amended to increase the “Base Salary,” as such term is defined therein, from \$292,032 to \$302,253, and such increase will be retroactively effective to July 1, 2025 and include the pay period beginning on such date.
4. This Amendment may be executed in any number of counterparts, and all such counterparts so executed constitute one Amendment binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
5. Except as modified by this Amendment, all other terms and conditions of the Agreement will 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,

CITY MANAGER,

Chris Pimentel
Mayor

Darrell George

ATTEST:

Susan Truax
City Clerk

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

By: _____
David King
Assistant City Attorney

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF EL SEGUNDO
AND
CITY MANAGER**

This Employment Agreement (“Agreement”) is entered into on this 1st day of July 2022 (“effective Date”) between City of El Segundo (“City”) and Darrell George (“City Manager”).

RECITALS

- A. City desires to employ services of Darrell George to serve as its City Manager.
- B. City desires to establish certain conditions and of employment, provide certain compensation and benefits, and set working conditions for such employment, as authorized by El Segundo City Council.
- C. Darrell George desires to accept such employment on terms, as set forth herein.

AGREEMENT

The parties agree as follows:

Section 1. Duties – Exclusive Employment

City agrees to employ Darrell George as city manager to serve as the City’s chief executive officer and to perform the duties and functions specified in: A) California state law; B) El Segundo Municipal Code (including having the authority to interview, hire, and dismiss employees, and to direct City work force in accordance with applicable state laws, the El Segundo Municipal Code and applicable personnel rules and bargaining unit agreements); C) Applicable City ordinances, resolutions, rules, and policies; D) Current City job specifications; and, E) Other legally permissible duties and functions as City Council may direct from time to time.

City Manager agrees that he will, at all times, be employed exclusively by City to perform all duties and obligations required either expressly or implicitly by this Agreement and may not be employed in any other capacity while employed by City without prior written consent of City Council. City Manager shall focus his professional time, ability, and attention to City business during time in which this Agreement is in force.

City Manager shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether provided compensation or otherwise, without prior consent of City Council. Notwithstanding the foregoing, the expenditure of reasonable amounts of time not in conflict with City’s needs and interests

for educational, charitable, community, and/or professional activities shall not be deemed a breach of this Agreement and shall not require prior consent.

Section 2. Term and At-Will City Manager Status

The term of this Agreement shall be for a period of two (2) years, from July 1, 2022 to June 30, 2024, and may be extended for a period of up to one year through June 30, 2025. Unless either the City Manager or City Council provide written notice at least sixty (60) days prior to June 30, 2024, stating that the agreement won't be extended through June 30, 2025, the Agreement shall be extended through June 30, 2025, subject to all of the conditions set forth in this Agreement. Any other amendment to this Agreement must be made in writing and signed and approved by the City Manager and the City Council. In the event the Agreement is not renewed but the City Manager continues to be employed by the City, all terms of the Agreement shall remain in effect until terminated as provided under this Agreement except City Manager shall not be entitled to any Severance Payment pursuant to Section 3.F. of this Agreement.

City Manager serves as an "at will" employee (as defined in California Labor Code Section 2922) as while this agreement has a potential term of three years there is no specified or guaranteed term of employment for the City Manager pursuant to this Agreement, serving at the pleasure of City Council, and nothing in this Agreement shall require cause for removal, or prevent, limit, or otherwise interfere with the right of City Council to terminate the services of City Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Manager to resign at any time from his position with City, subject only to the provisions set forth in Section 3 of this Agreement.

Section 3. Termination of Agreement

This Agreement shall become effective on the Effective Date and may thereafter be terminated in any of the following ways:

- A. By mutual written agreement of the parties.
- B. The City may terminate this Agreement for Cause or without Cause. For purposes of this Agreement, "Cause" shall mean: (1) City Manager's commission of an act of fraud, embezzlement or misappropriation or a crime of moral turpitude; (2) City Manager's continuing or willful misconduct or failure, refusal or neglect to perform his job functions, adhere to the lawful direction of the City consistent with his position, or adhere to the lawful policies and practices of the City, or (3) City Manager engaging in acts involving an "Abuse of office or position" as defined in Government Code Section 53243.4.
- C. Termination by City Manager. City Manager may terminate this Agreement for any reason upon thirty (30) days' notice.

- D. Death/Disability of City Manager. This Agreement shall terminate automatically upon City Manager's death. The City may terminate This Agreement upon City Manager's Disability. For purposes of this Agreement, "Disability" means that City Manager has become "disabled" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended. If the City Manager becomes disabled within the meaning of Government Code Section 20027, then the City will place the City Manager on an unpaid leave of absence and apply for a disability retirement.
- E. In the event City terminates the Agreement without cause, City shall pay City Manager an amount equal to the lessor of the base salary for the unexpired term of this Agreement or fifty percent (six months) of the City Manager's then Base Salary ("Severance Payment"), less applicable taxes and withholdings, and the City shall pay for City Manager's City health, dental vision and other group insurance benefits for the same period of time after the date of termination, to the extent permitted by the then applicable insurance plans and benefit programs; if city manager within thirty (30) days after receipt of the Settlement Agreement and Release ("Release" - form attached as Exhibit B) executes such and returns it to the City and it becomes effective. City shall make the Severance Payment, at the option of City Manager, in any of the following manners: (1) A lump sum within ten (10) days of the Release becoming effective; (2) A lump sum on January 1 of the following year; (3) On the same schedule as the City's normal payroll cycle once the Release have become effective, but not as an employee of the City; or, (4) Any combination of previous three options, as directed by City Manager.
- F. In the event that City, and any time during the period in which this Agreement is in force, reduces the salary and/or other benefits of City Manager in a greater percentage than applicable to an across-the-board reduction for executive management employees of the City, City Manager may, at his option, deem the salary reduction a termination without cause, entitling City Manager to the Severance Payment and Insurance Payment (if applicable) as set forth in section 3(F) above.

Section 4: Salary

City agrees to pay City Manager for his services rendered an initial base annual salary of \$270,000.00 ("Base Salary"), effective July 1, 2022, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Manager's salary annually as part of his performance evaluation, as set forth in Section 6, and may provide adjustments as it determines appropriate. City Council may take into consideration annual cost of living and/or merit salary adjustments provided to other executive management employees.

Section 5: Annual Performance Bonus

City Manager shall be eligible to receive an “Annual Performance Bonus” of up to 15% of the City Manager’s Base Salary per year based on City Council’s annual performance review. Such bonus, if provided, may be received by the City Manager as regular pay, converted to deferred compensation (401a Plan, 457 Plan, HSA, or other allowed City plan to the extent allowed by law), and/or some other mechanism mutually agreed to by City Council and City Manager.

Section 6: Performance Evaluation

City Council shall conduct a performance review of City Manager within thirty (30) days of his employment to establish the City Manager’s performance goals and objectives. City Council will conduct its first initial performance review of City Manager after the completion of his first six months. City Council shall provide input with respect to City Manager’s initial performance and alignment with City Council goals and objectives. An adjustment to compensation at this time will be at City Council’s discretion.

Commencing with the completion of the City Manager’s first full year with the City, City Council shall annually review and evaluate his performance and compensation in closed session. If possible, this annual review should take place in July of each year to allow for timely evaluation and payment of the annual salary adjustment and/or one-time performance bonus, if City Council determines in its discretion that City Manager is eligible for either. Said review and evaluation shall be in accordance with specific performance measures and rating criteria mutually agreed to by City Council and City Manager.

Section 7: Hours of Work & Designation of “Acting City Manager”

It is recognized that City Manager must devote the time necessary even outside City’s normal operating hours, and to that end, City Manager may take leave as he deems appropriate. During any such leave, City Manager may designate an “Acting City Manager” to oversee operation of the City in his absence, in compliance with El Segundo Municipal Code.

Section 8: Benefits

Benefits provided to City Manager are addressed in Exhibit A.

Section 9: Professional Development & General Business Expenses

A. City agrees to budget and pay for professional dues, fees, subscriptions, and related expenditures on behalf of City Manager which are necessary for continuation and full participation in international, national, state, regional, and local associations and organizations necessary and desirable for City Manager’s continued professional growth and development, and for the good of the City.

B. Subject to approval of a budget by the City Council, City agrees to pay for travel and City's normal per diem or expenses of City Manager for professional and official travel, meetings, and occasions necessary to continue the professional development of City Manager and to adequately pursue official and other functions of the City, including but not limited to the International City/County Management Association (ICMA), National League of Cities, League of California Cities, and other such international national, state, regional, and local governmental and professional groups and committees which City and/or City Manager serves as a member.

C. Subject to approval of a budget by the City Council, City agrees to pay for the travel and City's normal per diem or expenses of City Manager for multi-day courses, institutes, training, and seminars that are necessary for professional development and for the good of the City, as determined by City Manager. City Manager shall not be entitled to receive reimbursement for mileage so long as the City Manager receives a car allowance pursuant to this Agreement.

D. Subject to approval of a budget the City Council, City agrees to pay for one-time and recurring costs of office furniture, equipment, supplies, etc. as City Manager deems necessary to carry out his duties for the City. The City must provide City Manager with the necessary office space, furniture, equipment and supplies necessary and customarily provided to perform the duties of a City Manger

Section 10: Other Terms and Conditions of Employment

City Manager shall be initially entitled to receive all employee benefits provided to executive management employees not specifically addressed herein. Thereafter, with the exception of medical, dental and vision care, all benefits will be adjusted only if agreed upon in an amendment to this Agreement.

Section 11: Notices

Any notice required by this Agreement shall be in writing and delivered either personally, via overnight courier, or U.S. First Class Mail. The notice address for the City is: El Segundo City Council, c/o City Attorney, 350 Main Street, El Segundo, CA 90245. The notice address for the City Manager is the address supplied by City Manager and on file with the City. The notice address for the City Manager is: 1753 E. Ocean Blvd. #9, Long Beach, CA 90802. Either part may specify an alternate address in accordance with this notice section. Notice shall be effective upon receipt.

Section 12. Mediation/Arbitration

Any and all disputes of whatever kind or nature arising out of or related to this Agreement or City Manger's employment or separation from the City shall be resolved through mediation and then binding arbitration, if necessary, utilizing Judicial Arbitration and Mediation Services ("JAMS") and shall be conducted in JAMS Century City or downtown Los Angeles offices or such other location mutually agreed upon by the

parties. JAMS mediation and arbitration procedures and rules shall be utilized for purposes of conducting the mediation and arbitration. JAMS shall randomly provide the parties with a list of three mediators or arbitrators, depending on which process is being utilized, and each party shall have the right to reject one of the mediators or arbitrators. In the event that more than one mediator or arbitrator is left after the parties have each had the opportunity to reject one of the mediators or arbitrators, JAMS shall randomly select the mediator or arbitrator to mediate or arbitrate the dispute(s). The City will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration, recognizing that each side bears its own deposition, witness, expert and attorney's fees and expenses to the same extent as if the matter were being heard in court. If, however, any party prevails on a statutory claim, which affords the prevailing party attorney's fees and costs, then arbitrator may award reasonable fees and costs to the prevailing party. Any dispute as to who is the prevailing party and/or the reasonableness of any fee or cost shall be resolved by the arbitrator.

Section 13. ASSEMBLY BILL 1344 COMPLIANCE.

To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code Section 53243 et seq., EMPLOYEE shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

Section 14: General Provisions

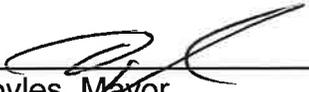
- A. All of City Manager's writings, reports, and other documentation generated as part of his day-to-day duties during his employment with the City are the property of the City.
- B. This Agreement is for professional services that are personal to the City, and the Agreement is not assignable by City Manager.
- C. The provisions of this Agreement shall be construed as a whole according to its common meaning or purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- D. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.
- E. The text herein shall constitute the entire Agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to rendering these services, compensation matters, or

benefits. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

- F. This Agreement shall inure to the benefit of the heir at law and executor(s) of City Manager.
- G. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.
- H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by a Court, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- I. Each part of this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
- J. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement with respect to the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.
- K. Both parties have had sufficient time and opportunity to consult with legal counsel of their own choosing regarding the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

City of El Segundo



Drew Boyles, Mayor.

6/30/22
Date

Darrell George



Darrell George, City Manager

7-5-22
Date

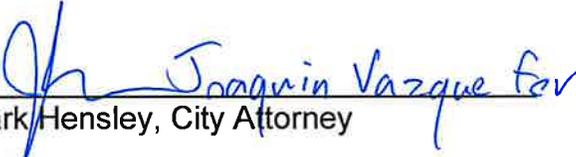
Attest:

By: 

Tracy Weaver, City Clerk

7.6.2022
Date

Approved as to form:

By: 

Mark Hensley, City Attorney

6/30/22
Date

EXHIBIT A

CITY OF EL SEGUNDO CITY MANAGER BENEFITS

Benefits shall be provided as follows:

1. Medical, Dental, and Vision Insurance:

City Manager shall be eligible to participate in the health, dental, and vision insurance plans provided to City employees, including the current health plans provided through CalPERS on the same terms and conditions as employees of the executive management group.

2. Retirement:

If City Manager's employment is concurrently terminated at the same as retiring from CalPERS, he shall be immediately entitled to City-paid post-retirement medical insurance benefits on the same terms and conditions as the executive management group.

3. Deferred Compensation:

Effective July 1, 2022, each pay period City agrees to pay an amount equal to ten (10) percent of City Manager's monthly Base Salary into applicable City Internal Revenue Code Section 401a and/or Section 457 deferred compensation plan(s). City Manager is also eligible to participate in City's 401a Plan, 457 Plan, Health Savings Plan, Retiree Health Savings Plan, and/or related plans.

4. Life Insurance:

City shall provide City Manager with a term life insurance policy in the amount of \$500,000, with a separate travel life insurance provision (as per the City's regular policy provisions). City Manager shall be eligible to participate in City's Supplemental Life Insurance Program at his own expense.

5. Long-Term Disability:

City shall provide long-term disability income insurance pursuant to the provisions of the City's Executive LTD Plan.

6. Vacation Leave:

City Manager shall be entitled to a starting balance of eighty (80) hours of Vacation Leave on the effective date of this Agreement. Annual hours shall accrue at the same rate used for executive management City employees based on City Manager's total

lifetime years of PERS service, which is currently 200 hours per year. City Manager shall receive same annual cash conversion option as executive management employees. If the Agreement is extended through June 30, 2025, then another forty (40) hours of Vacation Leave will be added to City Manager's vacation leave accrual.

City and City Manager shall mutually agree to all vacation periods and such time should be scheduled at least thirty (30) days in advance of the vacation date, unless otherwise allowed by City Council. Upon termination or separation of employment from City, City Manager shall have the option to be paid for unused Vacation Leave hours, to convert the hours to deferred compensation to the extent permitted by law (401a Plan, 457 Plan, HSA, or other allowed plan), and/or to use for other allowed uses for executive management employees.

7. Sick Leave:

City Manager shall be entitled to a starting advance of forty (40) hours of Sick Leave on the effective date of this Agreement which shall be advanced from his first five months of employment with the City. Annual hours shall accrue at the same rate used for executive management employees, which is currently 8 hours per month. Upon termination or separation of employment from City, City Manager shall on the same terms and conditions as executive management employees (except his years of service shall be based upon his lifetime years of PERS service) have the option to be paid for unused Sick Leave hours, to convert the hours to deferred compensation (401a Plan, 457 Plan, HSA, or other allowed plan), and/or to other allowed uses for executive management employees.

8. Executive Leave:

City Manager shall be entitled to 80 hours of Executive Leave per year. Leave cannot be cashed in or otherwise be transferred or converted for value.

9. Holidays & Other Leave:

City Manager shall receive the same paid holidays, bereavement leave, etc. as executive management employees.

10. Automobile Allowance:

City Manager's duties require that he shall have the unrestricted use, at all times during his employment with City, of an automobile. In lieu of using a City provided automobile, City Manager shall receive a City-provided monthly automobile allowance of \$500.00 starting on the effective date of this Agreement. Annual inflation adjustments to this amount shall be provided as per the then current United States Internal Revenue Service (IRS) Standard Mileage Rate for Business Use and will take place at the beginning on July 1st of each year. City Manager shall at all times keep on file with the City Clerk's Office proof of current automobile insurance with a minimum of three hundred thousand dollars (\$300,000.00) of liability coverage.

11. Section 125 Flex Plan:

City Manager shall be eligible to enroll in City's Section 125 Plan for payment of employee-paid insurance, medical treatment, etc. with pre-tax dollars to the extent permitted by law. City shall pay any administrative fee(s).

12. Employee Assistance Program:

City shall pay for the full cost of Employee Assistance Program for City Manager and dependents.

EXHIBIT B

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, by and between Darrell George (“EMPLOYEE”) and the CITY OF EL SEGUNDO (“CITY”).

2. RECITALS

2.1 EMPLOYEE commenced employment with the CITY as city manager on or about July 1, 2022, pursuant to that EMPLOYMENT AGREEMENT effective as of the same date.

2.2 This AGREEMENT is made to amicably resolve all matters between EMPLOYEE and the CITY regarding EMPLOYEE’s employment and the cessation of said employment.

2.3 The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to EMPLOYEE’s employment with CITY, if any, and provide for a separation payment for EMPLOYEE.

3. CONSIDERATION

3.1 In exchange for EMPLOYEE’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of EMPLOYEE’s CLAIMS, if any, the CITY shall pay EMPLOYEE the sum of \$ _____ [amount equivalent to six month base pay or amount of time left on contract, whichever is less plus medical/dental/vision for the same period of time as specified in the EMPLOYMENT AGREEMENT] (“SEVERANCE PAYMENT”) in the form of a check made payable to _____, to be in accordance with the schedule the EMPLOYEE chooses from the options set forth in the EMPLOYMENT AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraphs 3.1 above, EMPLOYEE understands and agrees that EMPLOYEE’s portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of EMPLOYEE.

3.3 EMPLOYEE and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the parties agree that no other monies or benefits are due, owing or unpaid by reason of EMPLOYEE's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for EMPLOYEE, in EMPLOYEE's name, or on EMPLOYEE's behalf. EMPLOYEE expressly agrees that the SEVERANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. Specific Acknowledgement of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (29 U.S.C. § 626, *et. seq.*; "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA," Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney **before** executing this AGREEMENT;

(f) EMPLOYEE has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, "I hereby revoke my acceptance of our 'Separation and Release Agreement'"; and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of the AGREEMENT (the "EFFECTIVE DATE").

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, EMPLOYEE hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the DISPUTES, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge,

wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against EMPLOYEE arising out of EMPLOYEE's employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 EMPLOYEE on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly, under the provisions of California Civil Code § 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

6.2 EMPLOYEE and the CITY acknowledge that the facts with respect to which each gives this GENERAL RELEASE may turn out to be different from the facts they now believe to be true. EMPLOYEE and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

8.1 No Other Claims: EMPLOYEE and the CITY hereby represent and warrant that EMPLOYEE nor the CITY has not filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of EMPLOYEE' employment with the CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. EMPLOYEE retains his right to request indemnification from the City pursuant to California Government Code § 825 *et seq.* with respect to any action brought against EMPLOYEE in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts

or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: EMPLOYEE and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both parties' intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both parties. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

9.9 Executed Copy: All parties shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

Name
Address
Address

As to the CITY:

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

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF EL SEGUNDO

By: _____
Mayor

DATED: _____

EMPLOYEE

By: _____
Darrell George

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN CITY OF EL SEGUNDO
AND DARRELL GEORGE
(CITY MANAGER)**

THIS FIRST AMENDMENT ("Amendment") to that certain city manager employment agreement (the "Agreement"), dated as of July 1, 2022, by and between the City of El Segundo, a general law city and municipal corporation existing under the laws of California ("CITY"), and Darrell George, an individual ("CITY MANAGER"), is entered into this 15th day of August, 2023. CITY and CITY MANAGER (the "Parties") agree as follows:

1. The Parties seek to amend the Agreement as set forth below.
2. Agreement Section 4 is amended to increase the "Base Salary," as such term is defined therein, from \$270,000 to \$280,800, and such increase will be retroactively effective to January 1, 2023 and include the pay period beginning on such date.
3. This Amendment may be executed in any number of counterparts, and all such counterparts so executed constitute one Amendment binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
4. Except as modified by this Amendment, all other terms and conditions of the Agreement will remain the same.

[SIGNATURES ON NEXT PAGE]

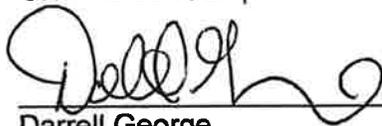
IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO,

 For

Drew Boyles
Mayor *By Protem*

CITY MANAGER,



Darrell George

ATTEST:

 For

Tracy Weaver
City Clerk

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

By: 

Joaquin Vazquez
Assistant City Attorney

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN CITY OF EL SEGUNDO
AND DARRELL GEORGE
(CITY MANAGER)**

THIS SECOND AMENDMENT (“Amendment”) to that certain city manager employment agreement (the “Agreement”), dated as of July 1, 2022, by and between the City of El Segundo, a general law city and municipal corporation existing under the laws of California (“City”), and Darrell George, an individual (“City Manager”), is entered into this 3rd day of September, 2024. City and City Manager (the “Parties”) agree as follows:

1. The Parties seek to amend the Agreement as set forth below.
2. Pursuant to Agreement Section 14(E), Agreement Section 2 (Term and At-Will City Manager Status) is amended to extend the term of the Agreement for one year, from June 30, 2025 through June 30, 2026.
3. Pursuant to Agreement Section 14(E), Agreement Section 4 (Salary) is amended to increase the “Base Salary,” as such term is defined therein, from \$280,800 to \$292,032, and such increase will be retroactively effective to July 1, 2024 and include the pay period beginning on such date.
4. Pursuant to Agreement Section 14(E), Agreement Exhibit A, as referenced in Agreement Section 8 (Benefits) is amended to decrease the “Life Insurance,” as such term is defined therein, from \$500,000 to \$350,000.
5. This Amendment may be executed in any number of counterparts, and all such counterparts so executed constitute one Amendment binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
6. Except as modified by this Amendment, all other terms and conditions of the Agreement will 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,



Drew Boyles
Mayor

CITY MANAGER,



Darrell George

ATTEST:



Tracy Weaver
City Clerk

APPROVED AS TO FORM:



MARK D. HENSLEY
CITY ATTORNEY



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

Urban Search & Rescue Vehicle (USAR 32) Transfer to Torrance Fire Department

RECOMMENDATION:

1. Authorize the City Manager to draft an agreement, in a form approved by the City Attorney, authorizing the transfer of USAR 32 (Urban Search and Rescue Vehicle) and its assigned grant-funded equipment to be designated to the Torrance Fire Department.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact to the General Fund with this vehicle transfer. However, the cost of replacing the USAR vehicle is estimated to be between \$1.8M to \$2M. The replacement fund for this asset is severely underfunded at only \$131,864. The vehicle has been in service for twenty years and is due to be replaced. The transfer allows the asset to be deployed to El Segundo as needed and when available, without incurring the cost of replacing the vehicle and its respective Urban Search and Rescue equipment.

BACKGROUND:

USAR 32 is a 2005 Hackney Trailer with a 2005 Spartan Cab that was purchased through the General Fund in 2004 for \$530,000. The El Segundo USAR Team is part of California Regional Task Force 2 (RTF 2), comprised of members, vehicles, and equipment from the El Segundo, Downey, Santa Fe Springs, Compton, West Covina, Torrance, and Montebello Fire Departments. RTF 2 responds to emergencies such as floods, earthquakes, and other disasters/recovery efforts throughout the State. USAR 32 is one of three Type One USAR vehicles that are part of RTF 2. The vehicle is utilized by the El Segundo USAR Team for response in El Segundo and Area G as needed. However, emergency response by USAR 32 has been limited. There have only been a few responses in El Segundo and Area G throughout the life of the vehicle, and

there have been no USAR 32 responses in the past five years.

The El Segundo Fire Department currently has ten certified USAR members, six of whom are certified to drive USAR 32. As members of RTF 2, the ESFD is committed to deploying USAR 32 with three personnel any time a response is required 365 days per year. RTF 2 deployments can last up to 21 days. When requested, RTF 2 members are expected to arrive at one of four rally points in the Los Angeles area within 45 minutes.

RTF 2 members are also required to attend twelve half-day training sessions held throughout the region each year. Recent pre-deployments for RTF 2 include post-incident at the Palisades Fire, and three mud slide incidents in 2024.

DISCUSSION:

The Urban Search and Rescue vehicle has been in service for twenty years and is due to be replaced. The total cost of maintenance performed by the El Segundo City Yard staff over the lifespan of this vehicle is \$32,000. In addition to high vehicle replacement costs (\$1.8M to \$2M), there are expenditures and challenges associated with training and participating in the USAR program. El Segundo Fire Department has been unable to fulfill its commitment to RTF 2 due to the following factors:

- Daily staffing is down from 20 in 2005 (when USAR 32 was purchased) to 14 today. Previously, extra staff covered USAR 32 without impacting city staffing.
- Retirements and lapsed certifications have reduced the number of available USAR team members (who are not compensated for extra skills/training).
- Increased State USAR qualification requirements and more certifications make overtime budget management challenging.

Training costs for one member to become USAR certified are estimated at \$74,000. There are eleven, 40-hour classes required by the State for a person to become a State Certified USAR Member. Training costs are incurred through preparation courses (approximately \$100 per course), overtime compensation for the member attending class (approximately \$82.60 per hour), and overtime compensation to the member backfilling the position in El Segundo (approximately \$82.60 per hour).

The equipment that was purchased by the ESFD and is currently assigned to USAR 32 will continue to be of use to the ESFD when USAR 32 is designated to the Torrance Fire Department, as we will reassign all ESFD USAR equipment to ESFD Truck 32. This will allow us to respond to USAR incidents in a limited capacity in our city and throughout Area G on Truck 32. USAR Equipment tied to grants will be transferred to Torrance Fire Department to assist Torrance with realizing a fully operational USAR response vehicle.

USAR 32
August 19, 2025
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Due to the high cost of vehicle replacement and ongoing training and overtime costs, staff recommends transferring USAR 32 and its respective grant-purchased equipment to the Torrance Fire Department. The transfer allows the asset to be deployed to El Segundo as needed and when available, without incurring the cost of replacing the vehicle and its related equipment, as well as alleviating associated training and overtime costs of the USAR program.

Designating USAR 32 upon the end of its service life to the Torrance Fire Department is in alignment with past practice, as the ESFD donated the former E33 to the El Camino College Fire Technology Department in 2019.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy B: Provide cost-effective and excellent fire protection and emergency response services.

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:

Casey Snow, Battalion Chief

REVIEWED BY:

George Avery, Fire Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Revised Athletic Field/Facility Use and Allocation Policy

RECOMMENDATION:

1. Approve the revisions to the Athletic Field/Facility Use and Allocation Policy.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Estimated additional per player fee revenue will generate \$20,000 per year to revenue account number 001-300-5204-3874. No revenue budget adjustment will be needed at this time.

BACKGROUND:

The Athletic Field/Facility Use and Allocation Policy was originally developed in 2004 by the Recreation and Parks Department in collaboration with representatives from various El Segundo youth sports organizations. The purpose of the policy was to establish clear guidelines for allocating field space to user groups utilizing City athletic fields and facilities. It also set forth operational rules for the Youth Sports Council, now known as the Youth Sports Advisory Committee.

Over the past 20 years, the policy has undergone several revisions and amendments. In March 2024, a subcommittee - comprised of two members of the Recreation and Parks Commission and Department staff - was formed to review the existing policy and update it to reflect changes related to the Joint Use Agreement between the City and the El Segundo Unified School District. The proposed updates were presented to the City Council in 2024. Following this presentation, staff were directed to revise the document further for clarity and to incorporate more detailed policy improvements.

On June 19, 2024, a revised, draft Athletic Field/Facility Use and Allocation Policy was approved by the Recreation and Parks Commission. On October 15, 2024, City Council

Athletic Field/Facility Use and Allocation Policy

August 19, 2025

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provided feedback on the draft document and asked staff to review and revise the policy further.

From January 2025 through May 2025, a working group was established to further review field and facility policies and allocation priorities. The working group included two Recreation and Parks Commissioners, the Recreation Manager, and the Recreation Supervisor. This group was tasked with completing the detailed policy revision. The working group met six times to review, discuss, and revise the Athletic Field/Facility Use and Allocation Policy. The goal of the committee was to provide clarity for all new and existing user groups to understand how the allocation policy functions, provide staff with direction on their jurisdiction, and to cement a philosophy making a clear and focused prioritization for youth "everybody plays" organizations.

DISCUSSION:

The 2025 working group implemented several revisions to the Athletic Field/Facility Use and Allocation Policy. These revisions included formatting corrections, the addition of a table of contents, updates to outdated language and terminology, and expanded details in the facility maintenance section. Most notably, the policy now includes a second fee collection schedule for the primary user groups within the Youth Sports Advisory Committee. On May 21, 2025, the updated Athletic Field/Facility Use and Allocation Policy was approved by the Recreation and Parks Commission, and on June 11, 2025 it was brought in front of the Youth Sports Advisory Committee for review.

The most significant changes to the policy are outlined below:

Field/Facility Use and Allocation Jurisdiction

Page 3: Introduction

Recreation, Parks, and Library Department staff will utilize this policy when allocating fields and courts. Staff will make the final decision on field allocation based on this policy and fairness to all affected groups.

The Recreation and Parks Commission will retain the right to make exceptions or other determinations of how fields are allocated and permits are issued in collaboration with City staff when exceptions are requested.

Page 9: Process for Obtaining Permits

Any request for a change in a sport's "primary season" must be approved by the Recreation and Parks Commission.

Page 12: Special Requests or Exceptions

Any organization making a "Special Request" of the Recreation and Parks Commission to deviate from the current Athletic Field/Facility Use & Allocation Policy must submit a written request to the Recreation, Parks, and Library Director to be

Athletic Field/Facility Use and Allocation Policy

August 19, 2025

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reviewed and considered for placement on a future Recreation and Parks Commission agenda. The requesting organization must send a representative from its current board to the Recreation and Parks Commission Meeting to answer questions and provide information related to their request.

Page 16: Athletic Field Lining/Marking and Modifications

Requests to modify or improve any City facility shall be submitted for review to the Recreation, Parks, and Library Department for consideration, and the Recreation and Parks Commission for approval.

Opportunities that Prioritize Residents and their Vested Interests

Page 5: Priority Group Qualifications

Organizations in group 3 will have field space allocated based on "primary season" designation, number of residents on rosters, and good faith.

Page 6: Youth Sports Advisory Committee

Updated Youth Sports Advisory Committee Member Organizations

Updated Youth Sports Advisory Committee New Member Requirements

All new organizations that are added to the Youth Sports Advisory Committee are subject to a one-year probation.

Page 7: Good Faith Rule

All Youth Sports Advisory Committee members will work together in "good faith" to accommodate as many El Segundo-based youth sports organizations as possible on City-controlled fields. All Youth Sports Advisory Committee members will use "good faith" to ensure that they use their allocated resources efficiently, responsibly, and with good ethics to make space for all sporting opportunities in El Segundo.

Per Player Fee

The per player fee applies to all players and teams that practice or play on City of El Segundo, Richmond Street School, Center Street School or Raytheon (RTX) field during each registered season. (Effective January 2026)

*A minimum of 51% of in-season games must consist of El Segundo-based teams.

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.

Athletic Field/Facility Use and Allocation Policy

August 19, 2025

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

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.

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.

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:

Linnea Palmer, Recreation Manager

REVIEWED BY:

Aly Mancini, Recreation, Parks, and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Athletic Field and Facility Allocation Policy
2. Youth Sports Policy 2025 PPT

ATHLETIC FIELD/FACILITY USE AND ALLOCATION POLICY

RECREATION AND PARKS COMMISSION

-APPROVED:	DECEMBER 8, 2004
-AMENDMENTS # 1 & 2:	AUGUST 17, 2005
-AMENDMENTS #3 & 4:	FEBRUARY 15, 2006
-AMENDMENT #5:	JUNE 20, 2007
-REVISED:	JUNE 20, 2007
-AMENDMENT #6:	APRIL 16, 2008
-REVISED:	DECEMBER 17, 2008
-REVISED:	FEBRUARY 18, 2009
-REVISED:	MARCH 18, 2009
-REVISED:	JANUARY 2015
-REVISED:	DECEMBER 14, 2022
-REVISED:	MAY 15, 2024
-REVISED:	MAY 21, 2025

CITY COUNCIL

-APPROVED:	DECEMBER 21, 2004
-APPROVED:	MAY 5, 2015

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Introduction

The City of El Segundo Recreation, Parks and Library Department coordinates and issues permits for the use of athletic fields and facilities to organizations and the public to promote cultural, social, and recreational activities and programs. The City also has partial responsibility for Richmond Street School Field and Center Street School Fields, which are owned and maintained by the El Segundo Unified School District, however the City retains scheduling, allocation, and revenue collection rights. Similarly, Raytheon (RTX) and the City have a partnership where Raytheon Fields are owned and maintained by RTX and are scheduled by the City. It is the City's goal to maximize the use of public resources, using them efficiently and effectively, to create the greatest public benefit. City Staff are dedicated to ensuring there are safe, well maintained, quality facilities for the community of El Segundo. This commitment and increased demand for the use of City fields results in a joint utilization of resources that provide the type of facilities El Segundo needs to encourage and support athletics and sports activities for youth and adults. The purpose of this policy is to outline the City procedure and allocation priority for the permitted use of athletic fields and facilities. Due to the demand for fields within the City, it is imperative that all user groups abide by the policies and procedures set forth in this policy.

Athletic fields and facilities are permitted and allocated quarterly to highest priority user groups. The Recreation Division will monitor proper use of allocations and permits. Priority will be given to City of El Segundo programs, El Segundo High School, organizations in the Youth Sports Advisory Committee, effectively prioritizing El Segundo residents.

Recreation, Parks and Library Department staff will use this policy when allocating fields. Staff will make the final decision on field allocation based on this policy and fairness to all affected groups. The Recreation and Parks Commission will retain the right to make exceptions or other determinations of how fields are allocated, and permits are issued in collaboration with City staff. Submission of an Application and Agreement Request does not constitute approval. A group may dispute a decision made by staff by submitting an appeal to Recreation, Parks and Library staff in writing with justification within ten (10) working days from the decision.

Definition of Terms

Resident Status

Resident status is defined as groups or organizations with at least (75%) or more registered El Segundo residents. Team rosters and proof of residency will be required annually to verify residency status. Proof of residency may include providing copies of two of the following items:

- Driver's License of participant or participant's parent if under 18
- Utility bill in participant's name or participant's parent if under 18

Alternatively, organizations may be required to sign a written agreement that they have verified residency of all participants. Falsification of proof of residency is grounds for immediate dismissal from the Youth Sports Advisory Committee. Audits of team rosters may be conducted by Recreation, Parks, and Library staff at any time.

Youth Status

Youth status is defined as persons **18** years of age or under.

Non-Profit Status

To qualify as a Non-Profit user, the organization must meet all the criteria below.

The organization must be registered as a not-for-profit corporation with the State of California, or if not registered with the State, must have a constitution, bylaws or mission statement which clearly states the objectives of the organization are of a non-profit, non-commercial nature.

The organization must be comprised of volunteers, (75%) of which must be El Segundo residents. The organization must submit the following:

1. If incorporated, submit State Incorporation papers and bylaws; if not incorporated, submit constitution and bylaws or mission statement
2. Current financial statement
3. Roster of Officers
4. List of persons authorized to make reservations for your organization

Everybody Plays Philosophy

An "Everybody Plays" organization in sports is a program or initiative that aims to ensure all athletes, regardless of ability or background, have the opportunity to participate and enjoy sports.

City of El Segundo, Richmond Street School, Center Street School, and Raytheon Fields and Facilities

Due to the limited number of fields and facilities available, the City of El Segundo Recreation, Parks and Library Department has established a priority use.

Priority Group Qualification: Group 1 – 10

This priority list serves as a guideline for City Staff. Priority use of fields/facilities will be allocated as follows:

Group 1: City sponsored or co-sponsored events. City of El Segundo, Recreation, Parks and Library Department youth or adult programs or leagues.

Group 2: El Segundo Unified School District related programs.

Group 3: Organizations part of the El Segundo Youth Sports Advisory Committee.

“Grandfather Clause”: At the onset of this policy, the El Segundo Babe Ruth Baseball League was “grandfathered” in at “Group 3” classification by maintaining 60% El Segundo residency.

Group 4: Youth programs, organizations, or events with 75% El Segundo residency status.

Group 5: Adult programs, organizations, or events with 75% El Segundo residency status.

Group 6: Youth programs, organizations, or events with 60 – 74% El Segundo residency status.

Group 7: Adult programs, organizations, or events with 60 – 74% El Segundo residency status.

Group 8: Youth programs, organizations, or events with under 60% El Segundo residency.

Group 9: El Segundo Businesses, with a current El Segundo Business License. Groups must consist of 75% employees from given business.

Group 10: Adult programs, organizations, or events with under 60% El Segundo residency.

Please Note: All regular use El Segundo sports organizations, within Priority Groups 3 – 10 will schedule and play games on Sundays, if necessary, in an effort to allow for allocation of Saturday field time for other user groups within the El Segundo community. Organizations in group 3 will be allocated based on primary season, number of rostered residents, and good faith.

1 Program: Any activity that is offered by the Recreation & Parks Department. A system of services, opportunities, or projects, usually designed to meet a social need.

2 Organization: Any group of participants organized for recreational purposes and associated with a specific purpose. A group of persons organized for a particular purpose, an association.

3 Event: Any contest or program related to sports or recreational activity. Example: camps, clinics, and/or tournaments

Youth Sports Advisory Committee Overview

The purpose of the Youth Sports Advisory Committee is to work cooperatively with City Staff in quarterly field allocation, help identify field allocation issues, and provide youth sports opportunities to the El Segundo community with a prioritization of serving El Segundo residents. Staff or Commissioners will present recommendations or updates from the Youth Sports Advisory Committee at Recreation and Parks Commission meetings, when necessary. The Youth Sports Advisory Committee will meet a minimum of 2 times per year but may additionally meet as needed. A current list of good standing members in the Youth Sports Advisory Committee can be found online at elsegundorecandparks.org or by request to Recreation, Parks, and Library Staff.

Youth Sports Advisory Committee Member Organizations

All members must meet and maintain the following:

1. Organizations qualifying within Priority Allocation Groups 1 – 3 AND maintaining 75% El Segundo residency (overall organization membership) shall be designated as a member organization. El Segundo residency status will be monitored through league and or team rosters and will be reviewed. If at any time a designated member organization does not meet these requirements, that organization will be placed on a one-year probation.
2. Every organization's representative must be a current El Segundo resident. El Segundo residency will be monitored through board rosters and will be reviewed prior to that group's primary season. If at any time a representative does not meet this requirement, that respective organization must designate a new representative to the Youth Sports Advisory Committee.

Youth Sports Advisory Committee New Member Requirements

Any new organization wishing to join the Youth Sports Advisory Committee must submit their request in writing to the Recreation, Parks and Library Department and meet the following criteria:

1. Have at least 100 El Segundo Resident Players in their organization
2. Submit league rosters which must contain at least 75% El Segundo Residents
3. The organization must follow the "Everybody Plays Philosophy"
4. The organization must be registered as a not-for-profit with the State of California.
5. The organization must be able to provide current general liability insurance and a City of El Segundo Business License

All new organizations that are added to the Youth Sports Advisory Committee are subject to a one-year probation.

Good Faith Rule

All Youth Sports Advisory Committee members will work together in “good faith” to accommodate as many El Segundo based youth sports organizations as possible on City controlled fields. All Youth Sports Advisory Committee members will use “good faith” to ensure that they use their allocated resources efficiently, responsibly, and with good ethics to make space for all sporting opportunities in El Segundo.

Per Player Fee

Youth Sports Advisory Committee Organizations are required to pay a per player fee as mandated by City Council in May 2014 to compensate for their field usage. Rules for the Per Player Fee and these organizations are as follows:

1. The per player fee applies to all players and teams that practice or play on City of El Segundo, Richmond Street School, Center Street School or Raytheon (RTX) fields during each registered season. (Effective January 2026)
2. If a portion of players in the league do not utilize a City of El Segundo field at any time, they are not required to pay the fee for those players that do not use the field during the season.
3. If a league has teams that come from outside the City to participate in in-season games, then these leagues must either:
 - a. Pay the Per Player Fee for all teams (Resident and Non-Resident) in their respective organization that utilize City fields.
 - Or
 - b. Pay the Per Player Fee for Resident teams that utilize City fields and in addition pay these per hour rates:

El Segundo Team vs. Non-Resident Team pay ½ ES Non-Profit Field Rate per hour

Non-Resident Team vs. Non-Resident Team pay full ES Non-Profit Field Rate per hour

*A minimum of 51% of in-season games must consist of El Segundo based teams.

The deadline for payment of this fee to the Recreation, Parks and Library Department is 2 weeks after the start of that organization’s close of registration. Refunds for the per player fee will not be issued once the fee is paid to the City of El Segundo, but an organization can rollover any unused fee to the next season due to player withdrawal upon providing proof to the City that said player was withdrawn and refunded their league fee. All payments can be made by cash, check, money order, or credit card (Visa, Mastercard, American Express) to the Recreation, Parks and Library Department for reservations made throughout the season.

Three Strikes Rule

The purpose of the Three Strikes Rule is to implement a systematic method of enforcing the Municipal Code and Athletic Field Use and Allocation Policy. The Three Strikes Rule will apply if rules or regulations of this policy or City of El Segundo Municipal Code are violated by a Youth Sports Advisory Committee Organization. The City reserves the right to cancel or suspend field/facility permits for games, practices, and other usages based upon user groups violating the City Municipal Code or the established Athletic Field Use and Allocation Policy.

STRIKE ONE

Strike one consists of a verbal warning to the organization in direct violation of the City Municipal Code or Athletic Field Use and Allocation Policy. The verbal warning will be documented, and a copy will be provided to the organization.

STRIKE TWO

Strike two consists of a written warning (via letter or e-mail) to document the violation within the permit period.

STRIKE THREE

Strike three consists of a second written warning (via letter or e-mail) to document the violation and possible cancellation of field/facility permit within the permitted period.

Process for Obtaining Permits

Requests to permit the use of City fields and facilities in El Segundo are made through the City of El Segundo Recreation, Parks and Library Department, Recreation Division at 401 Sheldon Street, El Segundo. **All groups who wish to utilize an athletic field or facility must complete an appropriate application and the rules and regulations form.**

Fields/facilities are allocated to user groups in quarterly periods. Youth Sports Advisory Committee Organizations requesting space must submit their request **at or before scheduled Youth Sports Advisory Committee Field Allocation Meetings.** Youth Sports Advisory Committee members must make requests in writing and are required to sign and submit an Athletic Field/Facility Use Rules and Regulations form. City staff conducts periodic audits of field usage. If fields and facilities are not used as requested, permits may be rescinded. Groups or organizations not using fields and facilities as stated may lose their permitted time and/or priority allocation consideration for future allocations per the 3 Strikes Rule.

Deadlines for required Youth Sports Organization information and documents are:

1. **Proof of Insurance: due prior to field permits are issued.**
2. **Game and practice schedules: due two (2) weeks prior to that league’s respective opening day and will be used by City staff to ensure fields are being used as allocated.**
3. **Final Board and League Rosters: due one (1) week following final league registration date.**

Multiple-use reservations may be made for more than one date or with recurring weekly use. Any person or organization missing these deadlines will have access to any remaining fields/facilities after the allocation process is finalized on a first come first served basis. Once field space has been allocated to the priority user groups, all other groups can request field space rentals online at esrec.org on a first come, first served basis. **Submission of an Application and Agreement Request for Use of City of El Segundo facilities does not constitute approval.** Every effort will be made to accommodate user group’s use of fields. Priority of fields will be given to primary season sports, then by priority grouping. This means that primary season holds precedence **ONLY** within each priority grouping level. Any request for change in a sport’s primary season, must go through Recreation, Parks, and Library staff to be presented before the Recreation and Parks Commission for approval.

Primary Seasons:

- **Baseball, Football and Cheer, Softball, Lacrosse, Volleyball: February 1 – August 31**
- **Soccer, Inline Hockey: September 1 – January 31**

Sport Specific Field Designation & Use

The following fields have been designated as sport-specific athletic fields. The City reserves the right to utilize any field for any City sponsored event outside of these designations.

- **Stevenson Field HARDBALL BASEBALL ONLY**
- **Rec Park Softball Field SOFTBALL, BASEBALL & KICKBALL ONLY**

Recreation Park Batting Cage Priority Designation & Use

- **Monday – Friday: Softball**
- **Saturday – Sunday: Baseball**

Liability Insurance Requirements

FACILITY USER shall secure and maintain throughout the period of use contemplated under this agreement, general liability insurance with policy limits of not less than \$2,000,000 per occurrence. The City of El Segundo, its elected, and appointed officials, officers, agents, and employees shall be named as additional insured by endorsement. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by CITY that may be applicable. The types and limits of insurance may be changed as determined by the City of El Segundo Risk Manager.

FACILITY USER agrees to hold the City of El Segundo harmless and free from any liability of any nature arising out of the use of City Recreational Facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

Notice of Field Exchange

Organizations may give up or exchange their allocation, or any part of it, with an organization of equal or greater allocation priority only when all the parties agree in writing and the Recreation, Parks, and Library Department reissues the permit.

Notice of Non-Use of Field

Any organization that has reserved space and does not intend to use it according to the permit, shall notify the Recreation Division so that the fields/facilities may be reallocated or otherwise used at its maximum. User groups with fee waivers may be billed for fields that they have reserved and have not used (see Permit Cancellation). Also, **non-use of a field may result in revocation of the allocated field.** Please see "Three Strikes Rule" page 8.

Notice must be given to return field space within two weeks of the first date of field use. If field space is not returned by this deadline and the field is unused, the organization may be charged for the City's loss of rental revenue. Random audits will be conducted by the Recreation, Parks, and Library Department to ensure field space is being utilized or returned properly.

Permit Cancellation

The City of El Segundo reserves the right to cancel, refund, and/or reschedule permitted reservations if one of the following occurs:

1. When the health and safety of participants are threatened due to inclement weather or conditions including but not limited to heavy rains, smog alerts, pesticide spraying, and earthquakes.
2. City begins work involving any of the facilities.
3. Non-adherence to Athletic Field/Facility Use and Allocation Policy or City ordinance.
4. ESUSD cancels use of fields under the direction of their administrative office.

Permits canceled for paid reservations at least 10 days prior to the reservation will be refunded the entire amount less a \$10 Administrative Fee. Permits canceled less than 10 days prior to the reservation date will be charged a \$50 cancellation fee.

Post-Season Tournaments

1. Each youth sports organization in the City of El Segundo is allowed to host one free (no charge) tournament each season during their primary season.
 2. All tournaments may not last any longer than 2 calendar weeks over a maximum of 3 weekends, for a total of 16 days.
 3. All tournaments must end within 60 days of the completion of the season of the host youth sports organization.
 - a. With exception of the El Segundo AYSO All Star Tournament hosted at Campus El Segundo.
 4. Any group that wishes to host a tournament in addition to the one free (no charge) tournament within their primary season must pay rental fees.
 5. Any group that wishes to host a tournament outside of the 60-day window and within their primary season must request in writing and subsequently receive approval from the Recreation and Parks Commission.
 6. All tournament requests are subject to athletic field availability.
 7. All tournament requests must be submitted in writing a minimum of 60 days prior to the start of the tournament.
- * Regular Season: Period of time during a primary season in which regularly scheduled games are played. Must be part of the permit period but does not include playoffs or tournaments.

Meeting Rooms

Each Youth Sports Advisory Committee Organization may utilize Recreation, Parks and Library Department Facilities and Meeting Rooms when available throughout the year. These reservations may include but are not limited to registration dates, board meetings, and coaches' meetings. Organizations can make a reservation by contacting the designated representative from the Recreation Department. Each group is limited to the following number of reservations per calendar year:

- 1 monthly meeting (12 per calendar year)
- 3 registration meetings
- 3 miscellaneous meetings
- Photo day reservation as necessary

Camp/Clinic

1. El Segundo resident youth sports organizations are allowed to host one free (no charge) camp or clinic each calendar year.
2. All camps/clinics may not last any longer than a total of five (5) days.
3. All camps/clinics may not last any longer than 7 hours per day, for a total of 35 hours per week.
4. Any group that wishes to host a camp/clinic in addition to the one free (no charge) camp/clinic must pay field rental fees.
5. Any group that wishes to host a camp/clinic outside of the five (5) day maximum or longer than 7 hours per day must request this in writing and subsequently receive approval from the Recreation and Parks Commission.
6. All camp/clinic requests are subject to athletic field availability.
7. All camp/clinic requests must be submitted in writing a minimum of 60 days prior to the start of the camp/clinic.

*A typical camp/clinic traditionally would run Monday through Friday but may run for any amount of time less than or equal to 5 calendar days.

*A typical camp/clinic would be from 9 am – 3 pm, with a reservation from 8:30 am – 3:30 pm, for a total of 7 hours of field time. The additional half an hour before and after are to accommodate set-up and break-down.

Special Requests or Exceptions

Any organization making a “Special Request” of the Recreation and Parks Commission to operate outside of the current Athletic Field/Facility Use & Allocation Policy must put a request into Recreation, Parks, and Library staff to be reviewed and placed on a future meeting’s agenda. The requesting organization must send a representative from its current Board to the Recreation and Parks Commission Meeting to advocate for their request.

Athletic Field/Facility Use Rules

- All groups wishing to utilize a field must acquire a permit with the City of El Segundo. Field use permit must be available during use and presented to any City representative upon request. It is the League/organizations president or their Field Coordinator's responsibility to make sure coaches receive and understand that permits must be on site during field use.
- It is the responsibility of the organization president and the individual identified as the person in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.
- Use begins and ends at the times stated on the permit including set-up and clean up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit. Check your permit for specific times you may access the fields.
- Field use will end at dusk on unlighted fields, and by 9 pm or 10 pm on lighted fields except when noted on Site Specific Field Use. Check your permit for specific times you may access the fields.
- Parking is allowed in designated areas only. No vehicles are allowed on City or District fields or property, other than parking lots, without written permission noted on the permit issued by the City of El Segundo. User groups must inform their participants and spectators to park in facility parking lots and public parking areas.
- Smoking is not allowed at any City of El Segundo facility where youth sports are occurring including tobacco, drugs, or simulated smoking devices.
- Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas (E.S. Municipal Code, SEC. 13.04.040)
- Selling food or other items is not allowed without City approval and must be noted on the permit.
- Amplified sound is not allowed on any field without City approval and must be noted on the permit. The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed.
- Banners may not be posted without City approval and noted on your permit.
- Youth Sports Advisory Committee members may only hang banners during primary season. Banners must be removed immediately after the conclusion of the season.
- Balls and any other equipment thrown, batted, kicked, or otherwise land on private property must not be retrieved without the property owner's permission.
- Property boundary walls and fences are not to be used as backstops at any time.
- Portable goals and/or markers are allowed but must be removed daily.
- Storage sheds of any kind are not permitted in a park or facility unless approved by the Recreation, Parks, and Library Department.
- Any special events (such as opening days, parades, etc.) must be submitted through the City's special event permit process through OpenGov 50 days prior to event date.

Please leave school and park areas immediately after games and practices safely and quietly, especially after late games. **For the benefit of our community, please practice being good neighbors in residential neighborhoods.**

Starting & Ending Use Times

City fields may be permitted as available beginning 8:00 am. Unlit field use ends at dusk. Lighted field use ends at 9:00 pm or 10:00 pm depending on location. Check your permit for specific times you may access the fields. Exceptions to these time frames may be allowed with the permission of the Recreation, Parks and Library Department.

Site Specific Field Use

Some sites have restricted use due to the location of the athletic fields, neighborhoods with limited parking and/or fields directly adjacent to residences. Additional site-specific measures may be added to reduce resident concerns adjacent to the athletic field facilities. Check your permit for specific times you may access the fields and the number of fields allocated for your use.

Inclement Weather Field Closures

In the event of inclement weather fields may be closed. It is the user group’s responsibility to call the Recreation, Parks, and Library Department Field Conditions Hotline at (310) 524-2883 after 12:00 pm Monday through Friday or after 8:00 am Saturday and Sunday. A secondary update to field conditions may be made by 12:00 pm on Saturday and Sunday. Each field will be assessed individually for closures. Groups cannot play on fields that have been closed.

Traffic and Parking

User groups must inform their participants and spectators to park in facility parking lots and public parking areas. If needed, user groups should post directional signs to assist participants and spectators to appropriate parking areas. When traffic and/or parking are an issue or during post-season tournament play, the user group or organization must provide volunteers to direct participants and spectators to designated parking areas. It is the user’s responsibility to alleviate traffic and parking issues. No vehicles are allowed on City or District fields or property, other than parking lots, without written permission noted on the use permit issued by the City of El Segundo.

Field Maintenance

Rest and Renovation

An annual rest and renovation program is scheduled at all allocated sites. The City does attempt to be flexible in accommodating user groups but, ultimately, the health and safety of the user and the conditions and playability of the fields or facilities takes priority. This may require the closure of fields or facilities, denial of use of a field, and/or alternate sites for athletic use.

Field/Facility Closures

Fields/Facilities may be closed at the discretion of the Recreation Superintendent and/or Parks Superintendent or their designated representatives. Closures are kept to a minimum when fields/facilities remain in playable condition. Priority is given to maintenance needs and rest and renovation periods for all fields. The City may close field facilities for any of the following:

1. City engages in work involving any of the fields or facilities.
2. When the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, pesticide application and earthquakes.

ANNUAL FIELD CLOSURES

Stevenson Field

2nd week of December – February 14th

Softball Field

Winter Closure – Field closed December 1st and opening February 1st.

Richmond Street & Center Street School Fields

Maintained at the discretion of ESUSD

Raytheon Field

Maintained at the discretion of Raytheon (RTX)

Brett Field

Winter Closure – Field closed December 1st, and opening one week before Opening Day

Summer Closure - Field closed first day after end of All Star play, and opening the Tuesday after Labor Day (Infield closed throughout soccer season)

Athletic Field Lining/Marking and Modifications

Youth Sports Advisory Committee Organizations may request special lining of City fields if approved by the Recreation, Parks, and Library Department. Under no circumstances are organizations allowed to paint or burn lines onto fields. Organizations failing to comply are subject to pay for all damages occurring to the facility and may be subject to loss of field space.

Requests to modify or improve any City facility shall be submitted for review to the City of El Segundo Recreation, Parks and Library Department for consideration, and to the Recreation and Parks Commission for approval. No permanent structures or equipment shall be erected on facility unless approved by the City and is dedicated for community use. Requests to modify field size for multiple-use shall be submitted for review to the City of El Segundo Recreation Division for consideration. Users may not modify a field for use by more than two teams without approval noted on your permit. Adding additional fields to a site without permission will result in a Strike. Please see "Three Strikes Rule" page 8. Modified fields for multiple use will be billed appropriately.

Trash/Field Clean-Up

The City of El Segundo Recreation, Parks and Library Department asks all youth leagues or athletic field user groups to institute a field clean-up policy that will be enforced at all the fields and facilities for both games and practices. It is each organizations responsibility to ensure that the following:

1. After a game or practice session, teams are responsible for picking up all trash and debris at or around the field or practice site. This applies whether the trash or debris was at the site before the game or practice commenced. Teams are also to make sure that all equipment is picked up as well.
2. Each Coach/Manager is responsible for making sure that this policy is strictly enforced and adhered to by coaching staff and players at every game and practice. City of El Segundo Recreation, Parks and Library Department Field Ambassadors will actively monitor the game, practice fields and facilities to ensure that the policy is being followed.

Parks Maintenance Staff Field Safety

The City of El Segundo Recreation, Parks and Library Department asks each youth sports organization or athletic field user group to institute a no practice policy during all times that a Parks Maintenance Staff is working on the infield and/or play area. No team shall participate in any activity that may endanger the Parks Maintenance Staff worker that is working on or preparing the field of play. This includes, but is not limited to, infield practice, hitting/batting practice and/or base running. It is agreed upon that a reasonable amount of space/distance will be given to the Parks Maintenance Staff to complete their tasks before any encroachment upon their work areas. Each organization is responsible for making sure that this policy is strictly enforced and adhered to by managers/ coaches.

Athletic Field/Facility Use Rules and Regulations

1. All groups wishing to utilize a field/facility must acquire a permit with the City of El Segundo.
2. It is the responsibility of the person in charge identified on the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.

These rules include but are not limited to:

- Use will begin no earlier than 8 am – Monday – Saturday and no earlier than 9 am on Sunday. Use will end at dusk on non- lighted fields and by 10 pm on all lighted fields; except Richmond St. Field, which closes at 9 pm. Please check your permit for specific times you may access the fields.
- Use begins and ends at the times stated on the permit, including set-up and clean-up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit.
- Parking is allowed in designated areas only.
- Applicant’s Field Use Permit must be available during use and presented to any City representative upon request.
- Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas. (E.S. Municipal Code, SEC 13.04.040)
- Selling of food or other items is not allowed without City approval and will be noted on your permit.
- Amplified sound is not allowed on any field without City approval and will be noted on your permit. The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed. Applicant is responsible for notification to residents adjacent to the field requested during any and all special events.
- Permanent banners may not be posted without City approval and will be noted on your permit.
- Balls and any other equipment thrown, batted, kicked, or otherwise land on private property must not be retrieved without the property owner’s permission.
- Property boundary walls and fences are not to be used as backstops at any time.
- Portable goals and/or markers are allowed but must be removed daily.
- At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any adjoining areas affected by a group’s use must be picked up and cleared of all trash.
- Please leave school and park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors in our residential neighborhoods.

3. Inclement Weather Policy: Groups may not play on fields closed due to wet field conditions. It is the responsibility of groups to access field closure information by phoning the Recreation and Parks Department Field Condition Hotline @ (310) 524-2883 after 12 pm Monday – Friday or after 8 am Saturday and Sunday. A secondary update to field conditions may be made by 12 pm on Saturday and Sunday. (Updated with closure information as needed)

4. Non-adherence to any of these rules or City ordinance may result in the retention of a portion or all of the deposit and/or result in the cancellation of current and/or prohibition of future use.

Applicant Name:		
	Print	Title
	Signature	Date

Application and Agreement Request For Use of City of El Segundo Athletic Fields/Facilities

In accordance with the Joint Use Agreement between the City of El Segundo and El Segundo Unified School District, the City will be the responsible agency for scheduling and permitting all City owned fields as well as Richmond Street School and Center Street School fields athletic fields. In accordance with the Recreation Facility Use Agreement between the City of El Segundo and Raytheon Company (RTX), the City in collaboration with Raytheon, schedules the of Recreational Fields located on the RTX Campus. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued.

Organization

Name of Applicant

Address

Phone Number

Email

Description of Activity

Estimated Attendance

Open to the Public

Yes/No

Number of Banners Posted at Facility

Field/Facility Requested

Day of Week	Date(s)	Start Time - Include Set-up	End Time - Include Clean-up
<input style="width: 100%; height: 30px;" type="text"/>			
<input style="width: 100%; height: 30px;" type="text"/>			
<input style="width: 100%; height: 30px;" type="text"/>			
<input style="width: 100%; height: 30px;" type="text"/>			

Application and Agreement Request For Use of City of El Segundo Athletic Fields/Facilities

Day of Week	Date(s)	Start Time - Include Set-up	End Time - Include Clean-up

**** Lining/Marking of athletic fields is prohibited unless otherwise authorized by Parks Superintendent ****

I verify that the information on this Application and Agreement Request for Use of Athletic Fields / Facilities form is correct as defined in the Athletic Field Use & Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy. I have read the Application and Agreement and agree to all provisions listed on this Application, the Athletic Field Use & Allocation Policy, Rules and Regulations and disclaimers applied to issued permits and will communicate this information to our coaches and participants.

Applicant Signature

Date

**Signature of Organization
 President or AD**

Date

The City of El Segundo does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from use of the fields.

Dated this _____ day of _____, 20__.
 By: _____, Recreation Supervisor or Designee

I, _____ the authorized representative of _____, do hereby acknowledge that I have read the terms and conditions of this field allocation policy; that the terms and conditions are acceptable and User Group agrees to abide by, comply with, and accept full and complete responsibility therefore.

Dated this _____ day of _____, 20__.
 By: _____, League President or Authorized Representative

Office Use Only:

Organization Priority 1 2 3 4 5



Athletic Field/Facility Use and Allocation Policy

8/19/2025

Background/History

- In 2004 the Athletic Field/Facility Use and Allocation Policy was developed by the Recreation and Parks Department in collaboration with representatives from various El Segundo Youth Sports Organizations.
- Between 2004 and 2024, the policy was revised 9 times.
- In 2024, following changes to the JUA, a subcommittee was formed to review and update the policy comprised of Recreation Staff and 2 Commission Members.
- The revised policy was presented June 2024 (Commission) & October 2024 (Council).
- Council directed staff to revise the policy further.
- January 2025 - May 2025 a new working group was formed.
- May 2025 Recreation and Parks Commission Approved current revisions.
- June 2025 Recreation Staff presented revisions to the Youth Sports Advisory Committee

Goals of 2025 Working Group

- Clarity for all new and existing user groups to understand how the allocation policy functions
- Clean up formatting and language throughout the policy
- Create clear guidelines and processes for decision making
- Cement a philosophy making a clear and focused prioritization for youth “everybody plays” organizations

Formatting and Language Updates

- Cleaned up Athletic Field/Facility Use and Allocation Policy Document
 - Added a linkable Table of Contents
 - Group title consistency: Youth Sports Advisory Committee
 - Formatting
 - Simplified the document by removing repetitive sections and moving some sections to the webpage
 - Updated Request for Use and Acknowledgement of Rules and Regulation forms

Decision Making

- Introduction (Page 3)
 - Recreation, Parks and Library Department staff will utilize this policy when allocating fields and courts. Staff will make the final decision on field allocation based on this policy and fairness to all affected groups.
 - The Recreation and Parks Commission will retain the right to make exceptions or other determinations of how fields are allocated, and permits are issued in collaboration with City staff when exceptions are being requested.
- Process for Obtaining Permits (Page 9)
 - Any request for change in a sport's "primary season", must be approved by the Recreation and Parks Commission.

Decision Making Cont.

- Special Request or Exceptions (Page 12)
 - Any organization making a “Special Request” of the Recreation and Parks Commission to deviate from the current Athletic Field/Facility Use & Allocation Policy must submit a written request with the Recreation, Parks, and Library staff to be reviewed and considered for placement on a future recreation and Parks Commission agenda.
 - The requesting organization must send a representative from its current Board to the Recreation and Parks Commission Meeting to answer questions and provide information related to their request.
- Athletic Field Lining/Marking and Modifications (Page 16)
 - Requests to modify or improve any City facility shall be submitted for review to the Recreation, Parks and Library Department for consideration, and to the Recreation and Parks Commission for approval.

Resident Prioritization

- Priority Group Qualifications (Page 5)
 - Organization in group 3 will have field space allocated based on “primary season” designation, number of residents on rosters and good faith.
- Youth Sports Advisory Committee (Page 6)
 - Updated Youth Sports Advisory Committee Member Organizations
 - Moved member listings to webpage
 - Removed text listing the Youth Sports Advisory Committee as voting members
 - Residency status will be monitored through league and/or team rosters
 - Updated Youth Sports Advisory Committee New Member Requirements
 - Added that organizations must follow the “Everybody Plays Philosophy”
 - Submitted league rosters must contain at least 75% El Segundo Residents
 - All new organizations that are added to the Youth Sports Advisory Committee are subject to a one-year probation.

Resident Prioritization Cont.

- Good Faith Rule (Page 7)
 - All Youth Sports Advisory Committee members will work together in “good faith” to accommodate as many El Segundo based youth sports organizations as possible on City controlled fields. All Youth Sports Advisory Committee members will use “good faith” to ensure that they use their allocated resources efficiently, responsibly, and with good ethics to share space for all sporting opportunities in El Segundo.
- Per Player Fee (Page 7)
 - The per player fee applies to all players and teams that practice or play on City of El Segundo, Richmond Street School, Center Street School or Raytheon (RTX) fields during each registered season. (Effective January 2026)
 - A minimum of 51% of in-season games must consist of El Segundo based teams.

Questions?



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Urho Saari Swim Stadium Tile Mosaic Public Art Installation

RECOMMENDATION:

1. Authorize the City Manager to execute a professional service agreement for the creation and installation of a tile mosaic at the Urho Saari Swim Stadium
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total compensation for this agreement is \$126,500. All associated fees for this project were previously approved at the December 3, 2024, City Council Meeting. Authorization of the agreement will require appropriating \$126,500 from the Cultural Development Fund in FY 2025-26.

Amount Budgeted: \$0 (Cultural Development Fund)

Additional Appropriation: \$126,500

Account Number(s): 704-400-0000-8103 (Cultural Development Fund Other Improvements)

BACKGROUND:

On December 3, 2024, City Council approved Item No. D.18 – The Plunge Public Art Budget Approval – which approved the use of \$127,500 from the Cultural Development Fund for the installation of a public art piece at The Plunge. This budget supported a competitive Request for Qualifications (RFQ) process to identify qualified artists. From the applicant pool, three finalists were shortlisted to develop site-specific design concepts, each receiving a \$750 honorarium to compensate for their time, materials, and any related site visit expenses.

DISCUSSION:

City Council Agenda Statement

August 19, 2025

Page 2 of 3

Staff conducted an RFQ process and advertised the opportunity for a total of seven weeks. During this period, 14 artists submitted their qualifications for consideration. A selection panel was formed, consisting of five individuals: two Arts and Culture Committee members, one Recreation and Parks Commission member, and two City staff.

The panel provided scores for each submission based on four criteria:

1. Letter of Interest
2. Relevant Qualifications
3. Demonstrated Excellence of Past Work (conceptual, aesthetic, and technical)
4. Ability to Create a Work of Art that Aligns with Project Goals

Scores were compiled to generate a ranking of the 14 applicants. In accordance with the RFQ guidelines, the three highest-scoring artists were shortlisted to continue in the selection process. Each of the three artists received a stipend of \$750 to create a comprehensive proposal for consideration. Each artist toured The Plunge and was provided with relevant information about the facility and the history of aquatics in El Segundo to inform their conceptual designs.

Upon submission of the three artists' proposals, the same panel reconvened to evaluate the designs using the following criteria:

1. Concept Narrative
2. Visual Aesthetic and Overall Quality
3. Relevance to Project Goals and Suitability for the Site
4. Feasibility Within the Project Timeline and Budget

After the evaluation of the three artists' proposals, artists Pavlina and Alfredo Alea were identified as the top-scoring applicants and their proposal, which included three distinct design options, was presented to the Arts and Culture Committee on June 24, 2025. The committee reviewed the proposal and provided feedback for revisions to the conceptual designs which were shared with the artists. The artists revised the conceptual designs and presented a refined proposal with three options: Option 1, Option 2, and Option 3. The Arts and Culture Committee selected Option One to recommend to the City Council.

Artists Pavlina and Alfredo Alea bring over 25 years of experience in the arts. Pavlina is renowned for her underwater paintings of swimmers and divers, while Alfredo is a skilled sculptor and avid swimmer. Together, they have completed several comparable projects, including tile mosaic installations at various aquatic centers. For this project, Pavlina and Alfredo drew inspiration from the architectural aesthetic of the Urho Saari

City Council Agenda Statement

August 19, 2025

Page 3 of 3

Swim Stadium, incorporating its historic Art Deco style into the mural design.

The mosaic will span 542 square feet and consist of square glass tiles, each measuring 7/16 inch by 7/16 inch. All materials are rated for outdoor use and require little to no maintenance. The artists are offering a 15-year warranty on the mosaic mural.

Upon approval of the design, fabrication of the materials will begin. The tentative installation timeline is proposed as follows:

- Fabrication: Late August – October
- Installation: Early November – End of December
- Project Completion: End of December

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

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

PREPARED BY:

Joseph Lormans, Recreation Coordinator

REVIEWED BY:

Aly Mancini, Recreation, Parks, and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

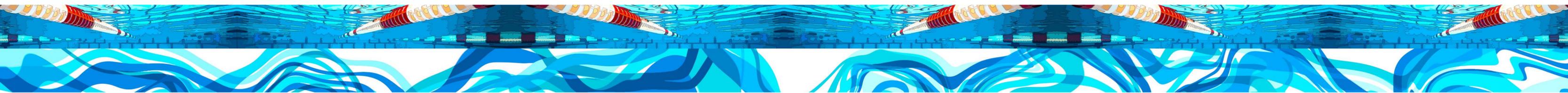
ATTACHED SUPPORTING DOCUMENTS:

1. Pavlina Alea Plunge Mural Proposal



“The Plunge”

Urho Saari Swim Stadium - Mosaic Tile Mural



Artists: Pavlina & Alfredo Alea

Artists Pavlina & Alfredo Alea

“The Plunge”

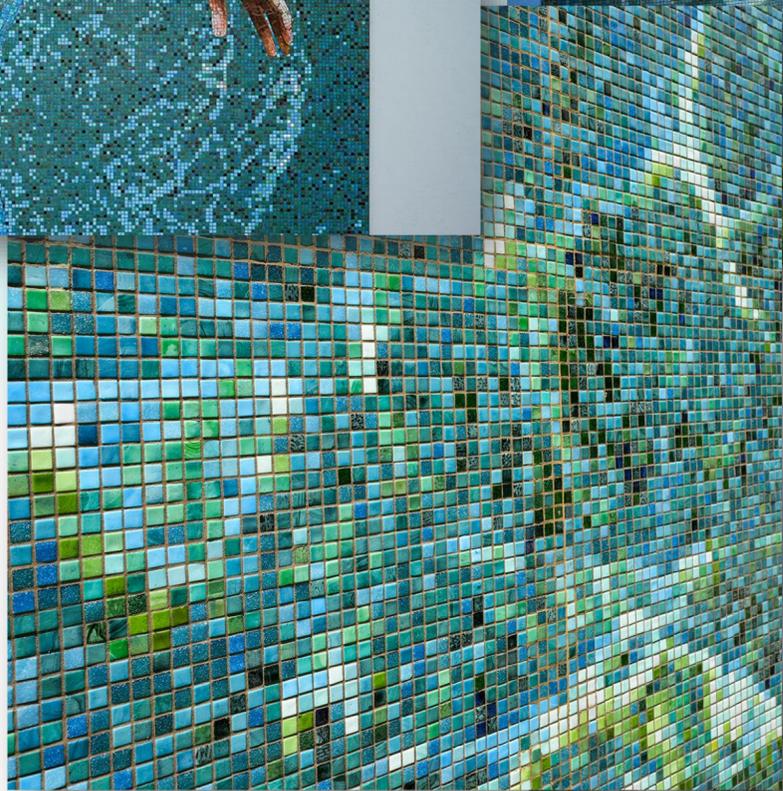
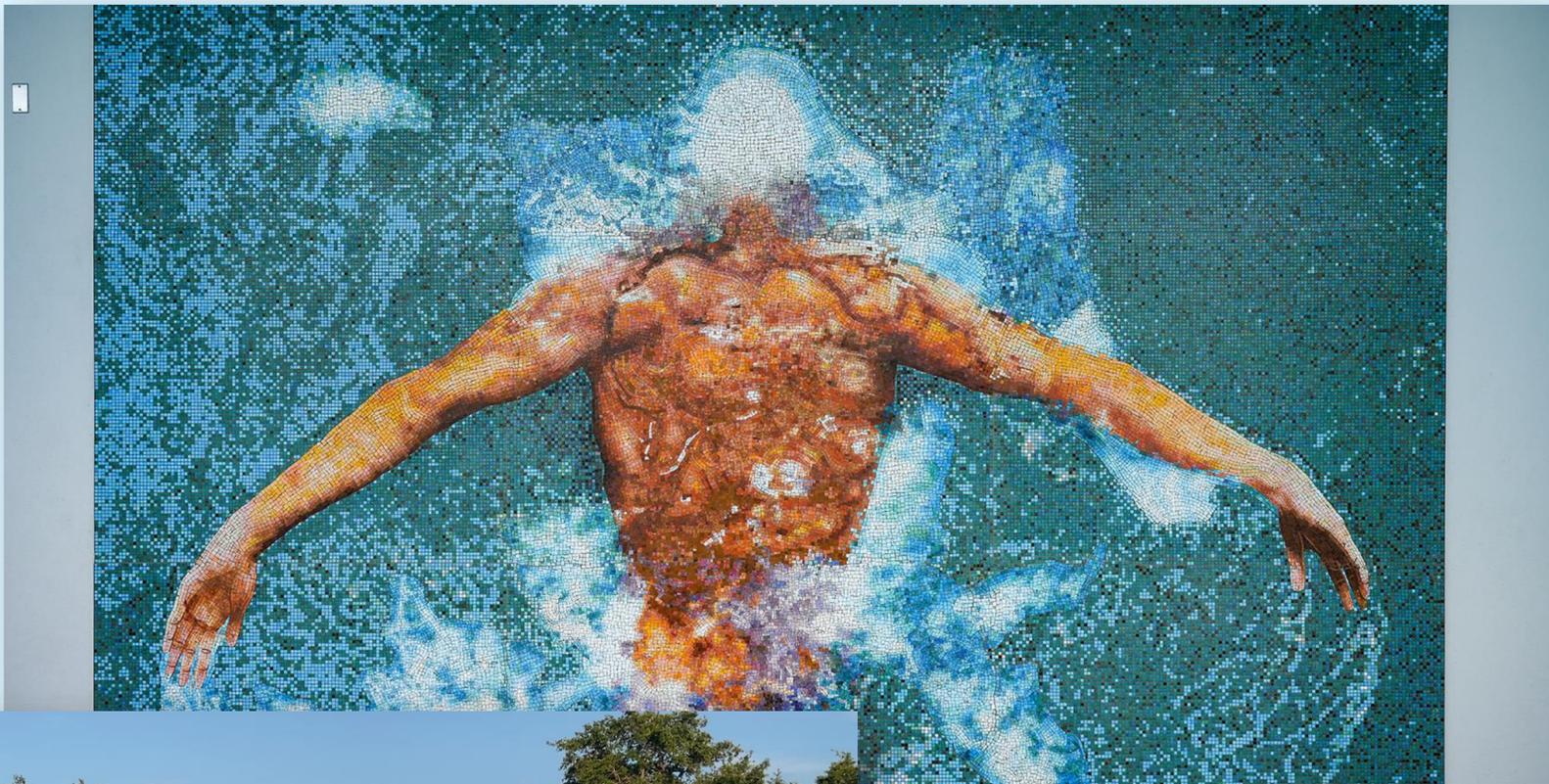
Urho Saari Swim Stadium - Mosaic Tile Mural

Pavlina & Alfredo

Artist Team

- We are a husband and wife artist team living and working in Atlanta, GA. We have been in the arts for over 25 years and we met while doing the work we love. Currently, we exhibit fine art across the United States and also work on Public Art Projects together.
- We have created artistic gates, ceramic tile murals, glass mosaics, sculptures, and artistic fences of similar scope in the South Florida region. Our artworks have maintained their permanence and durability in spite of the harsh weather. We have extensive experience in a variety of media, which include outdoor durable materials in public settings and indoor controlled environments. We have worked with prominent artists in creating permanent works of art throughout the United States.
- Pavlina is a painter whose artistic career is focused on underwater paintings of swimmers and divers. Alfredo is a skillful metal and ceramic sculptor and avid swimmer. Together we select locations worldwide to photograph and film underwater scenes to use as inspiration for our artwork.





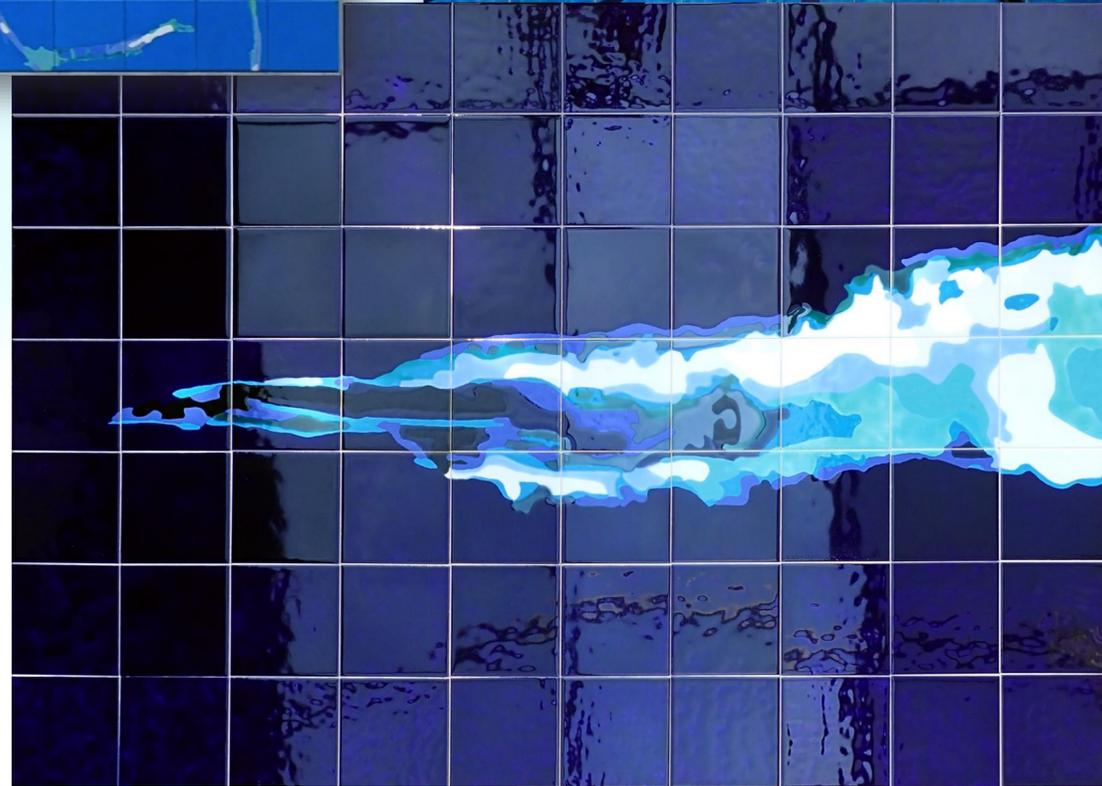
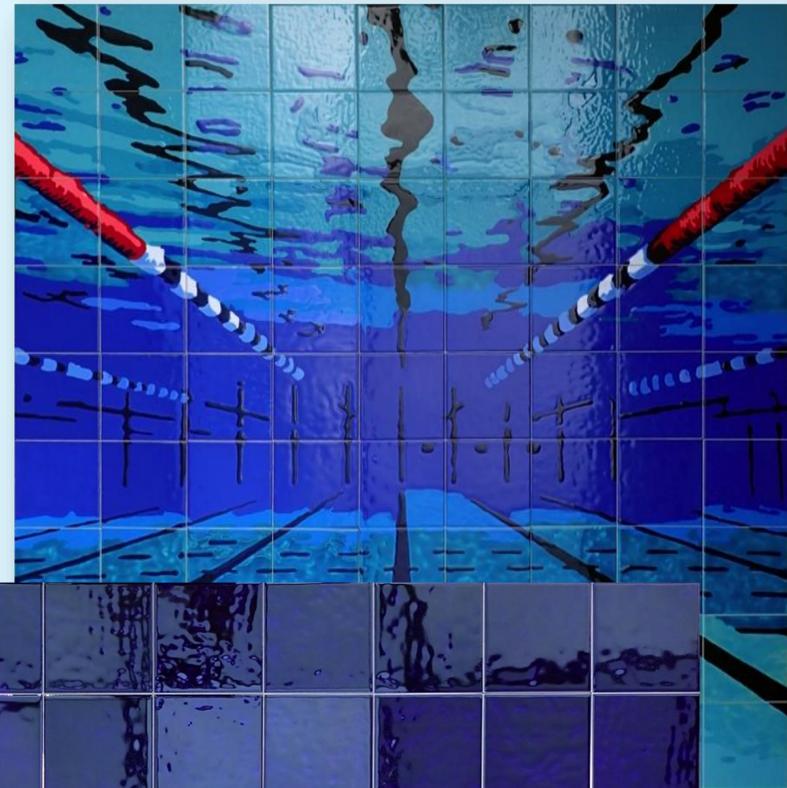
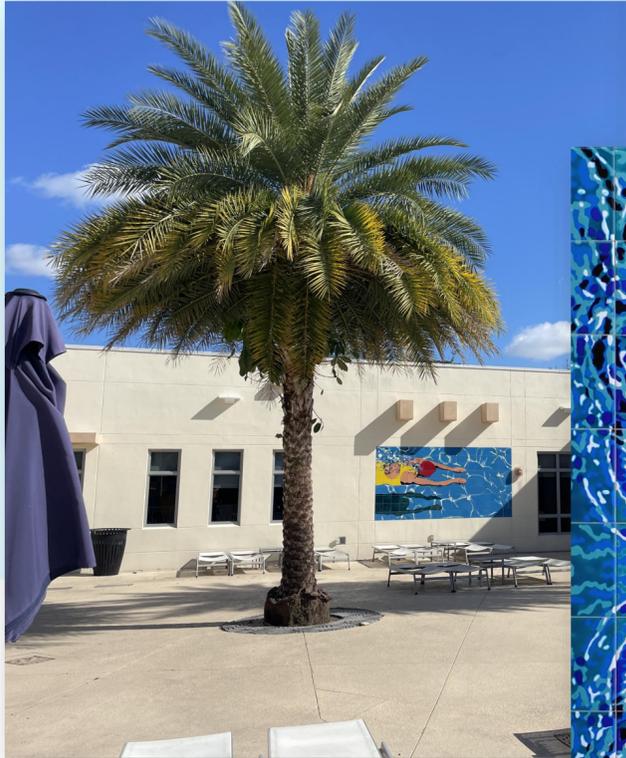
Vitreous Glass Mosaics

Shenandoah Aquatic Center



Vitreous Glass Mosaics

Shenandoah Aquatic Center



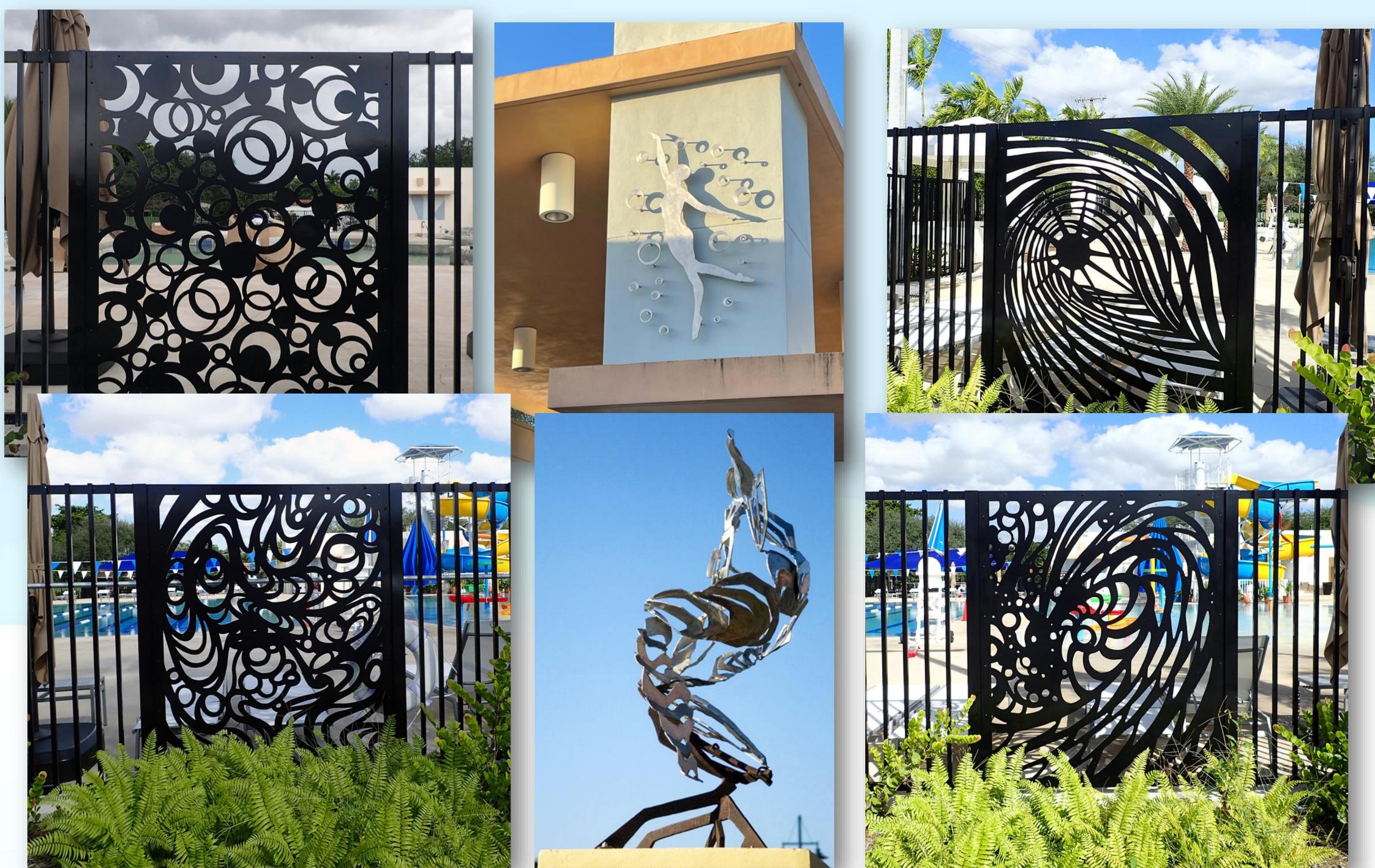
Ceramic Tile Murals

Miami Springs Aquatic Center



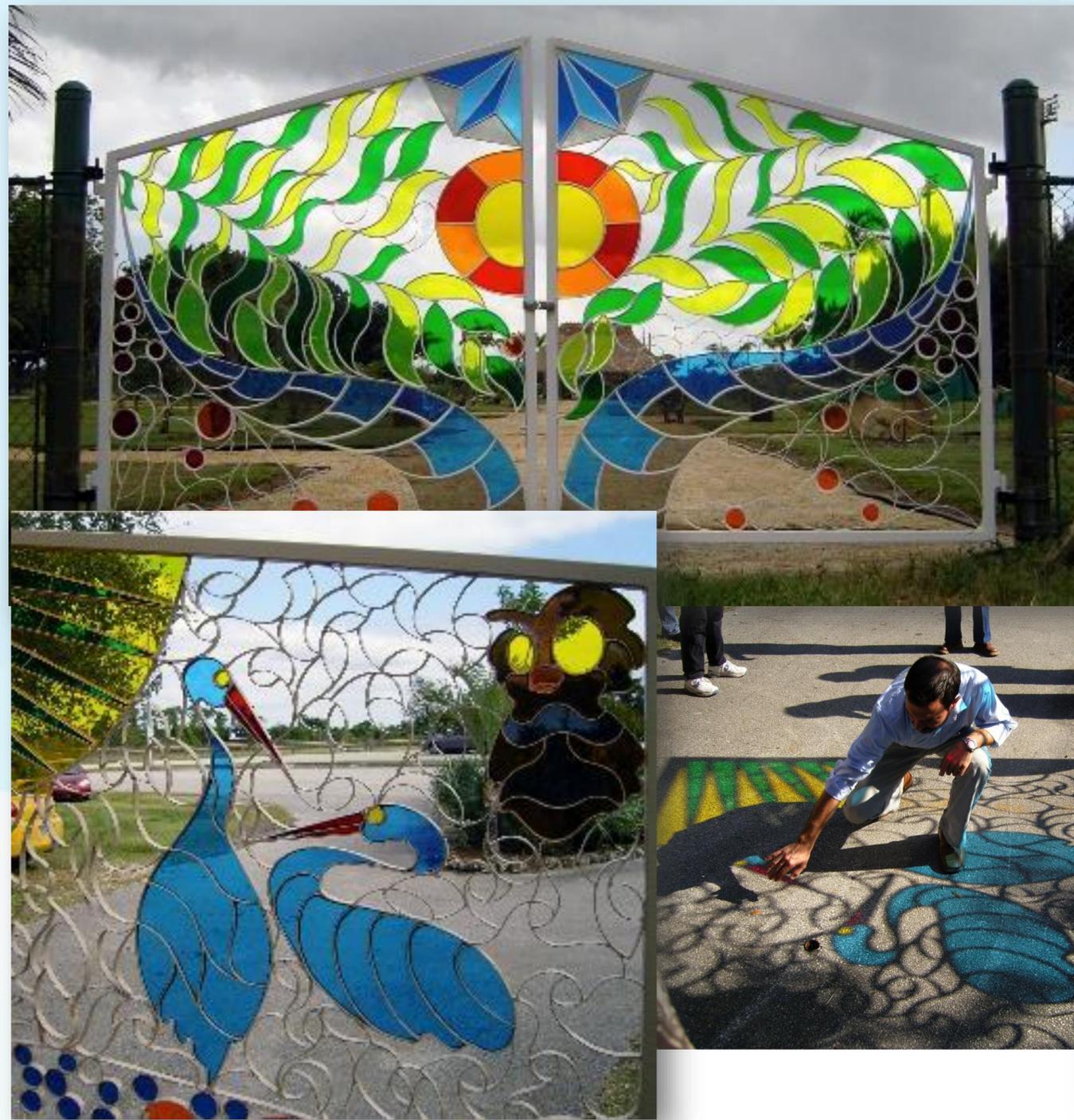
Ceramic Tile Murals

Miami Springs Aquatic Center



Ornamental Fence & Metal Sculptures

Miami Springs Aquatic Center
Private Collection, Charleston, SC



Ornamental Metal Gates with Acrylic Glass

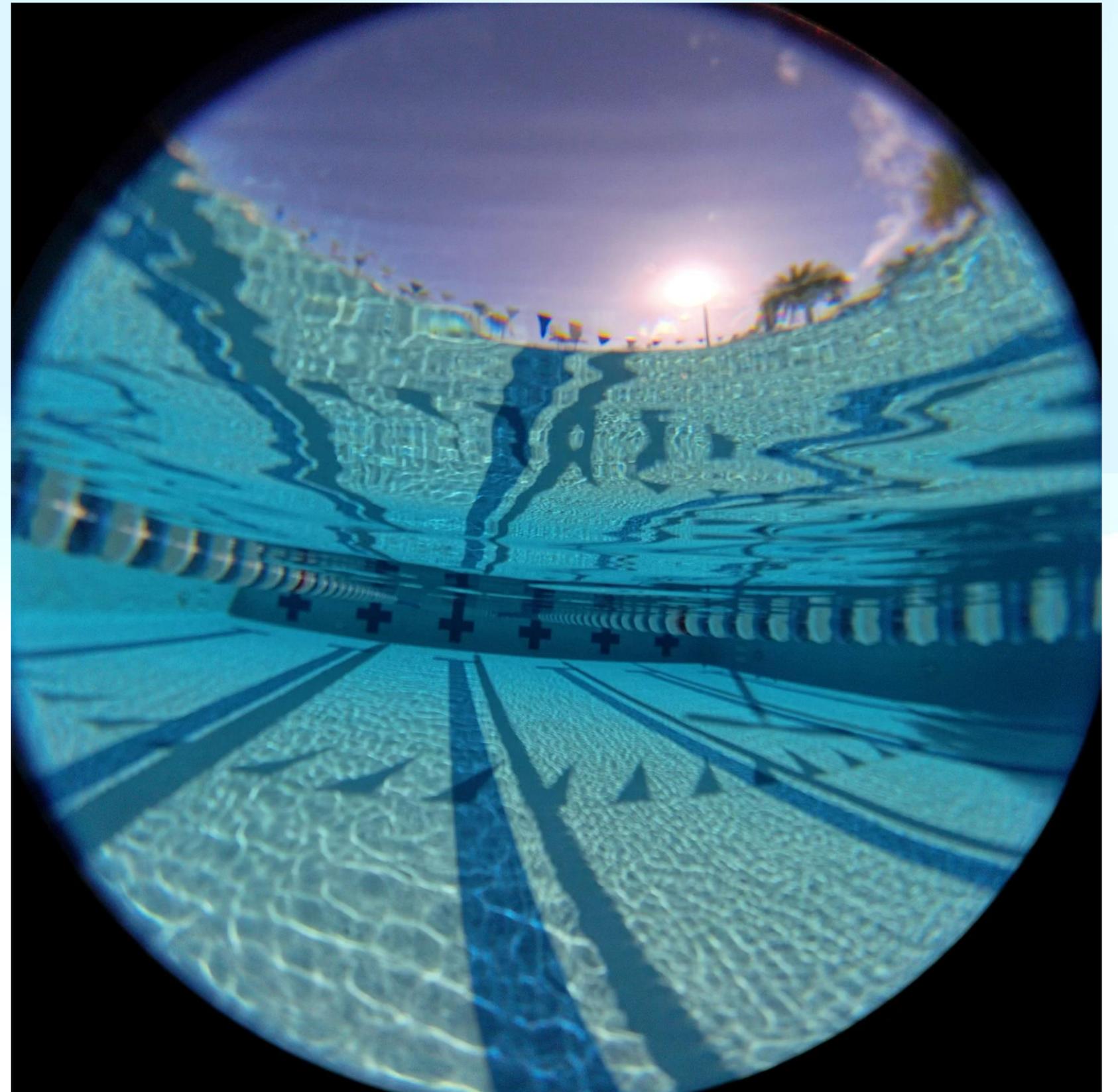
Miami Dade College Kendall Campus

Miami Dade College North Campus

“The Plunge”

Inspiration

- We took a series of underwater pool videos in search of source images and inspiration for this project
- We wanted to reflect the joyful feeling of illuminated buoyancy one gets when diving in and the amazing feeling of weightlessness
- We loved the symphony of light, the pool lanes reflected into abstract shapes, and the play of light shapes on the bottom of the pool





Conceptual Design Proposal

We have created three mural designs to choose from for the Plunge mosaic tile mural. We are proposing unique images that have been designed with the intent to complement the historic background and architecture of the water facility without overwhelming the viewer.

Our compositions have created a visual rhythm leading the eye from one space to another. The mural will be integrated seamlessly offering a variety of underwater perspectives from every corner of the complex.

The result will be a conceptually and visually related large scale artwork that visitors will get to experience from distance and up close as they are entering the complex.

Our artworks are inspired by the movement, colors, and transparency of water as well as the dynamism of swimming. We also drew inspiration from the architectural aesthetic of The Urho Saari Swim Stadium and referenced the historic art deco style of the facility into the murals.

Our goal is to create a visually and texturally unique immersive experience that will transform the swim center into a neighborhood landmark and destination for community sports and gatherings.

Mural Designs

Inspiration

- The inspiration for the murals are the lively recreational and competitive aquatic activities in the complex. We wanted to create motivational and fun images that will attract people to the sport of swimming
- The mural will provide a visual inspiration for all age groups and will promote enhanced physical and mental wellbeing, as well as community connection
- The artwork will have a glossy finish and vivid colors that will complement the facility's architectural style and scale
- With these images, we are promoting a healthy life-style in the El Segundo community
- We want to create an immersive and unique visual experience for all visitors
- Images might be modified to accommodate any potential architectural or design conflicts



Mosaic Tile Mural - Design 1



Mosaic Tile Mural - Design 2

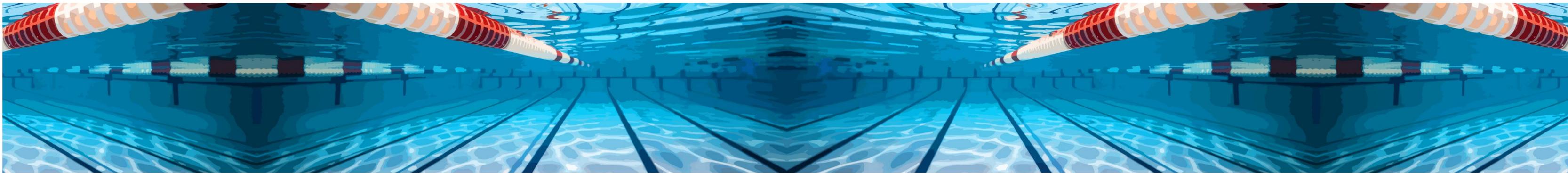


Mosaic Tile Mural - Design 3



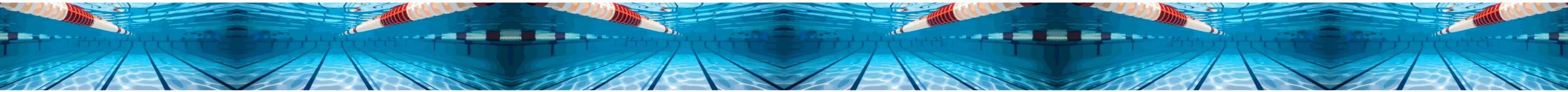
Mosaic Tile Mural - Design 1

Proposed Art



Mosaic Tile Mural - Design 1

Proposed Art



Mosaic Tile Mural - Design 1

This design is inspired by the underwater view of swimming pool's lanes. The imagery is repeated and reflected in an artistic way to create an immersive large scale artwork with significant depth.

The mural is welcoming people at The Urho Saari Swim Stadium's entrance and is highly visible from every corner of the complex. The imagery visually defines the functional use of the center and gives many opportunities for family and sports teams photos.

The style of the design is a contemporary take on Art Deco with a realistic component. Our concept is the timeless love of the sport of swimming and community gatherings through the decades.

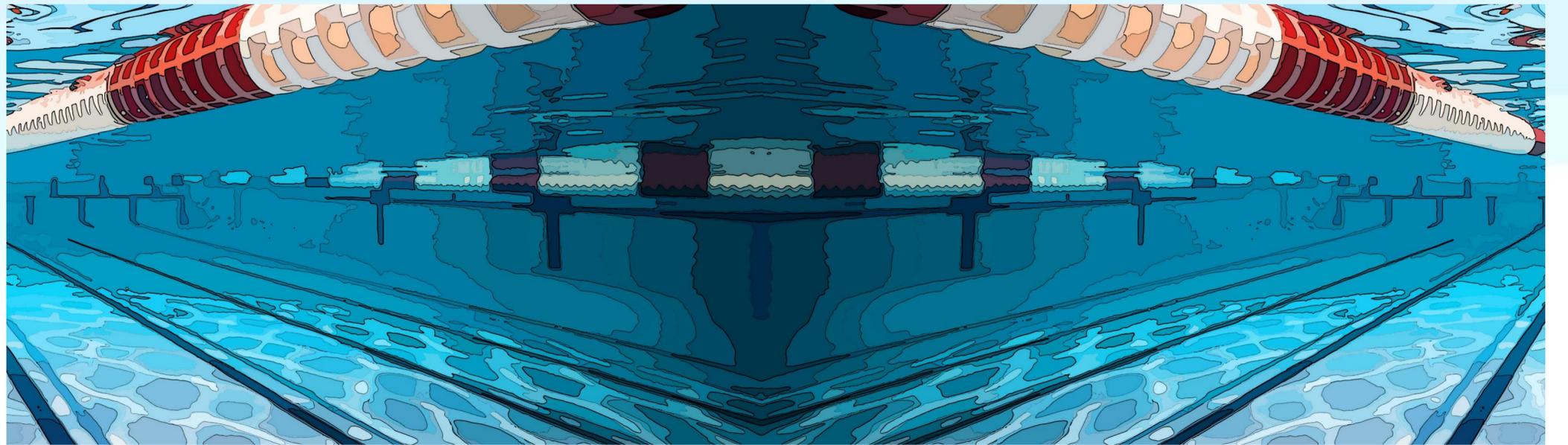
The feeling of "plunging" into the fresh water is relatable to every generation that has used the facility since the inception of the swim center and will be attracting new generations to come. Our vision for the artwork is that it will be the connecting link between past, present, and future.



Mosaic Tile Mural - Design 1

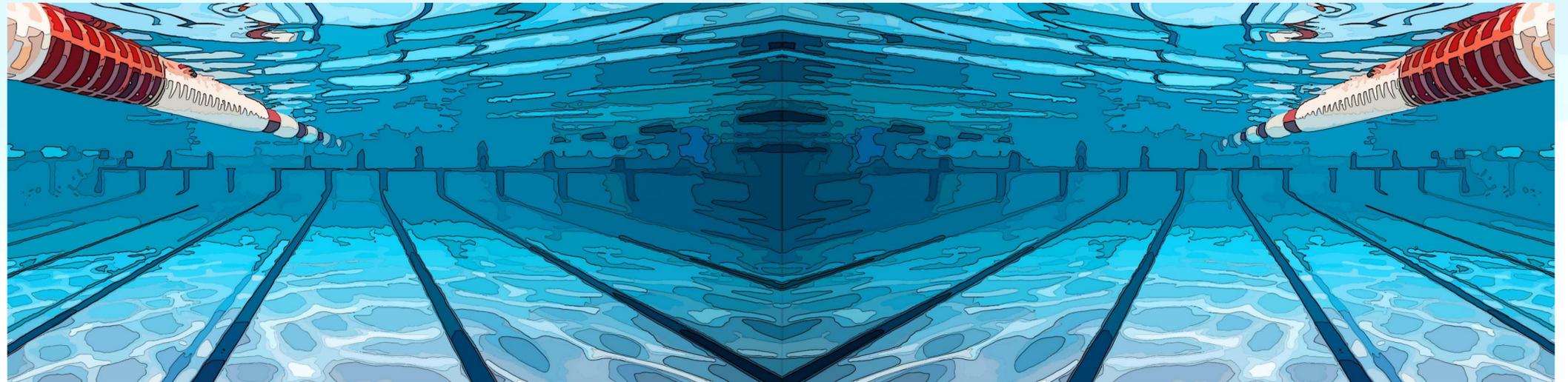
Mural Design 1

Detail 1



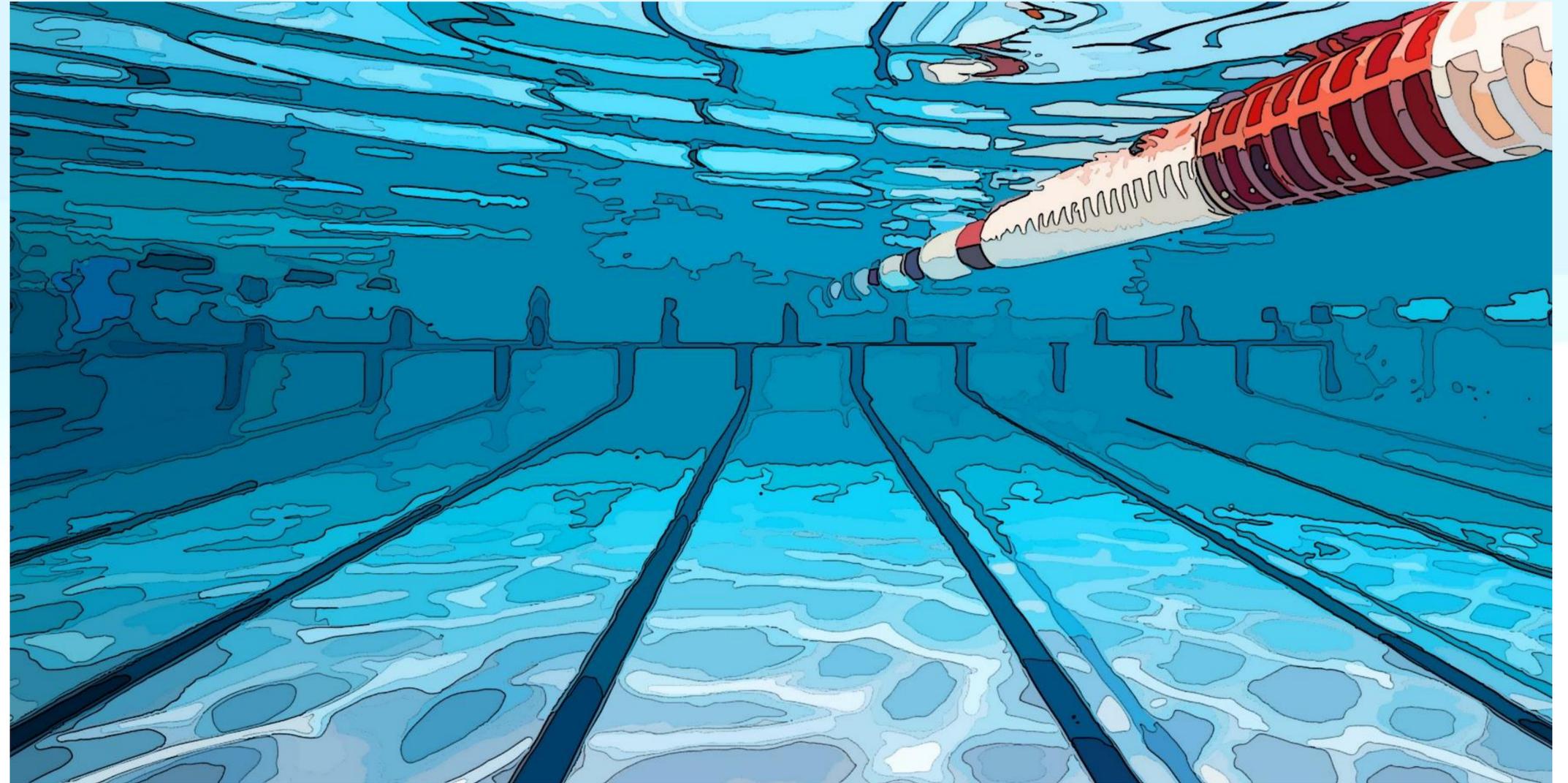
Mural Design 1

Detail 2



Mural Design 1

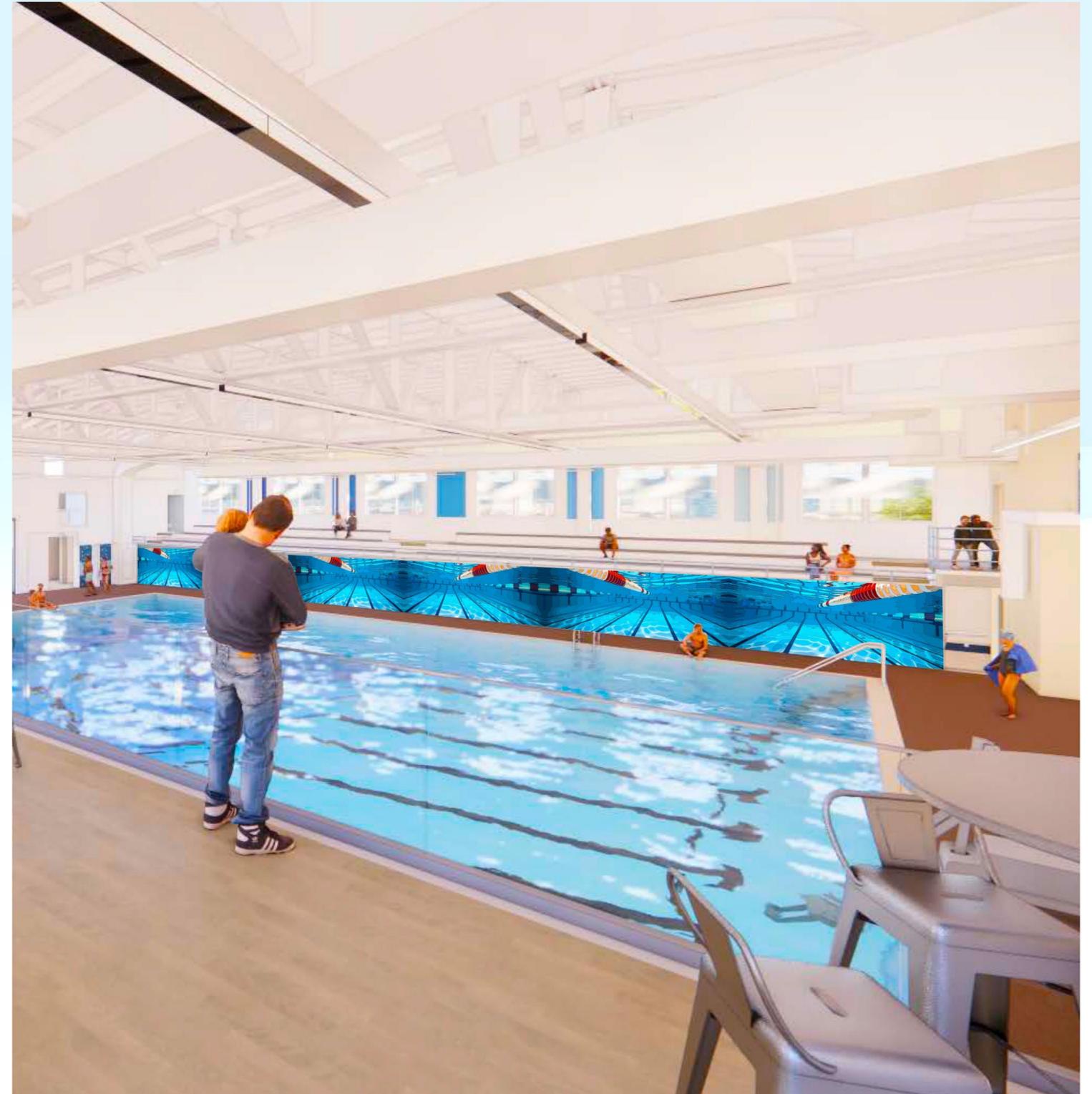
Detail 3



Design 1

Mural Size

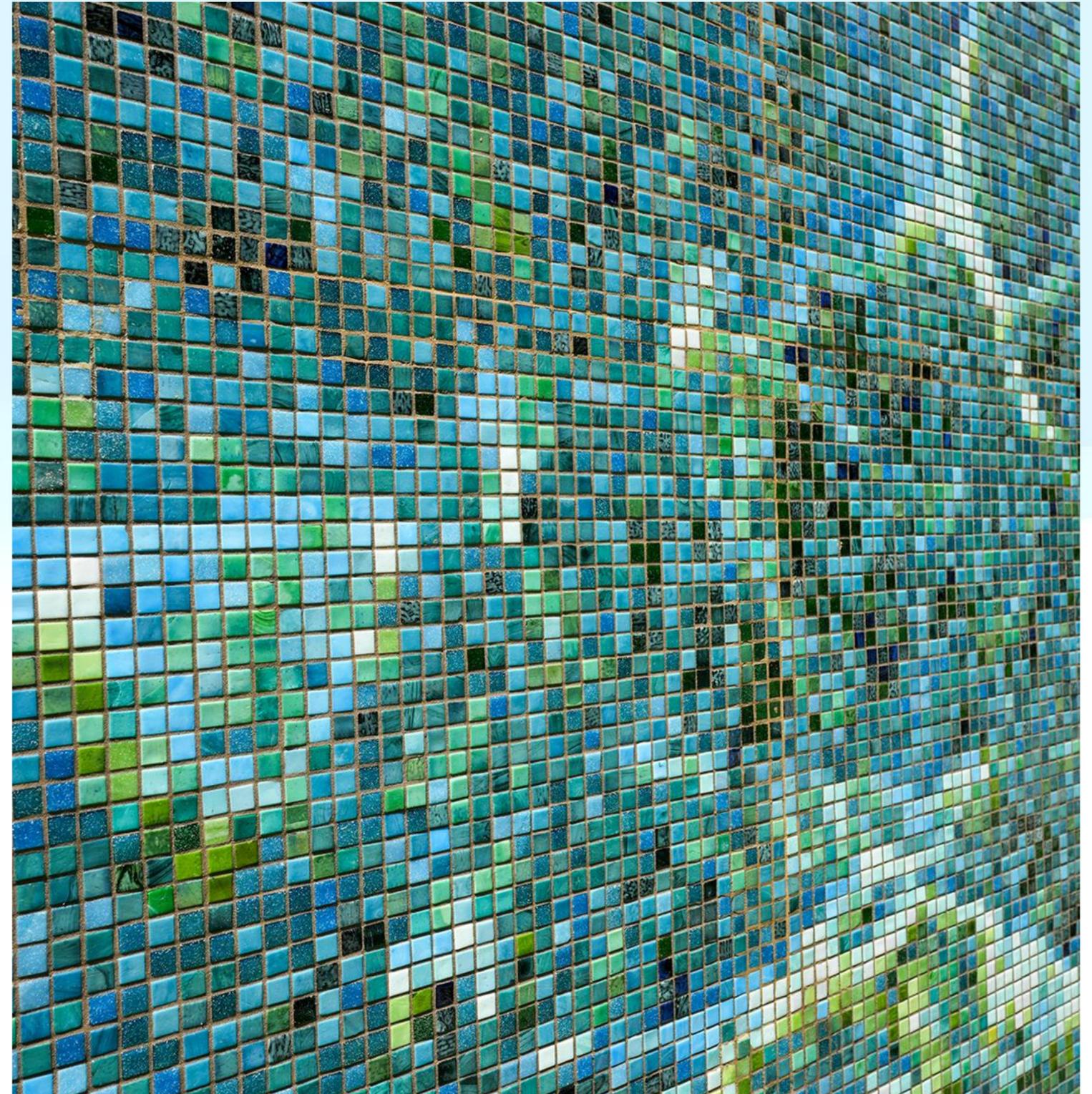
- There are multiple elements within the proposed image for Design 1. The overall size is 5 ft 4 inches tall by 98 ft 5 3/8 inches wide
- The total square footage of the mosaic tile mural is approximately 542 sq ft
- The image is designed to create an immersive experience from each viewing angle
- The goal of the art is to look cohesive and complement the historic architecture & background of the center
- The mural might be subject to design revision/editing



Glass Mosaic

Vibrant & Low Maintenance

- The proposed mural has a size of 98 ft 5 3/8 inches long x 5 ft 4 inches tall, approximately 542 sq ft. The artwork will cover the entire wall designated for art. It will be produced and installed as a **glass mosaic**. Each square glass tile size will be 7/16 inches x 7/16 inches.
- Glass mosaic tiles have a color palette of hundreds of colors that lend itself to vibrant and dynamic surfaces of mosaic imagery.
- This is a standard grid-style where mosaics are organized using square pieces of tile and straight grout lines that travel evenly both vertically and horizontally. Typically, this creates a final image with a pixel-like quality. The smaller the tile, the clearer the image. It is also important to be aware that the larger the surface area, the clearer the image will be with a grid-style application.
- Art will be surface mounted to walls, and will result in flat even surfaces that does not protrude more than 1/4" from walls, and will not require structural reinforcement to walls.





Mosaic Tile Mural - Design 1



Mosaic Tile Mural - Design 1



Design 1 - Scale

The Design 1 has a relaxing theme and is highly visible at the pool level from most areas of the complex. The imagery promotes the joy of swimming and a healthy life-style. The style of the design is a contemporary take on Art Deco with a realistic component.



Design 1 - Scale



Mosaic Tile Mural - Design 2

Proposed Art



Mosaic Tile Mural - Design 2

Proposed Art



Mosaic Tile Mural - Design 2

This design is inspired by the underwater view of swimming pool's lanes. The imagery is balanced in an artistic way to create an immersive large scale artwork with significant depth and rhythm.

The mural is welcoming people at The Urho Saari Swim Stadium's entrance and is highly visible from every corner of the complex. The artwork visually defines the functional use of the center and gives many opportunities for family and sports teams photos.

The style of the design is a contemporary take on Art Deco with a realistic component. Our concept is the timeless love of the sport of swimming and community gatherings through the decades.

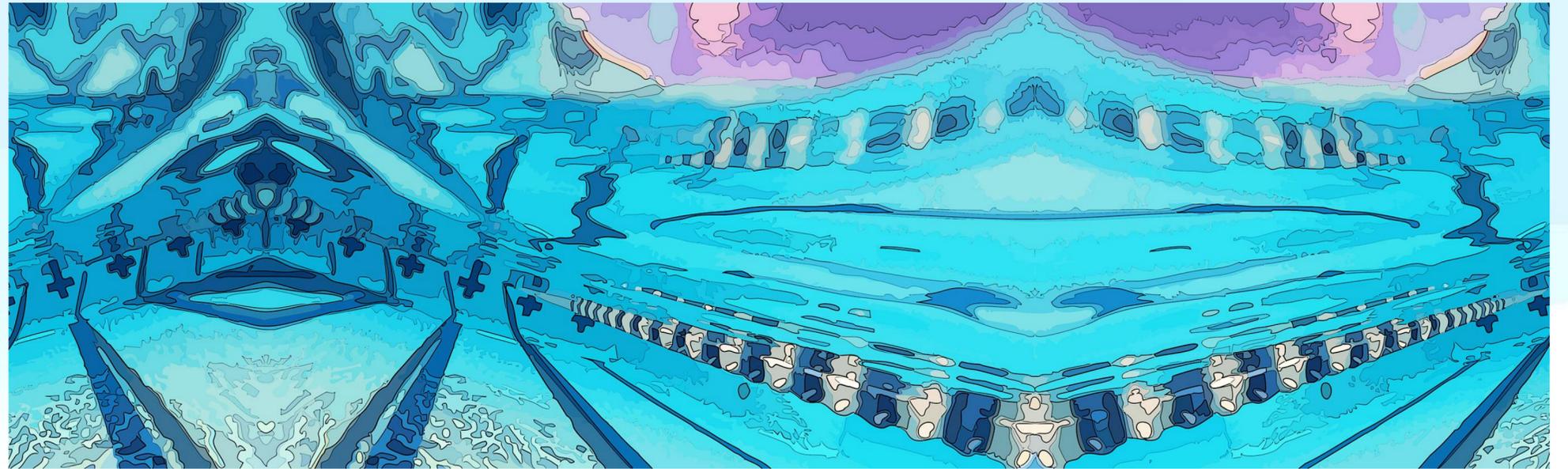
The feeling of "plunging" into the fresh water is relatable to every generation that has used the facility since the inception of the swim center and will be attracting new generations to come. Our vision for the artwork is that it will be the connecting link between past, present, and future.



Mosaic Tile Mural - Design 2

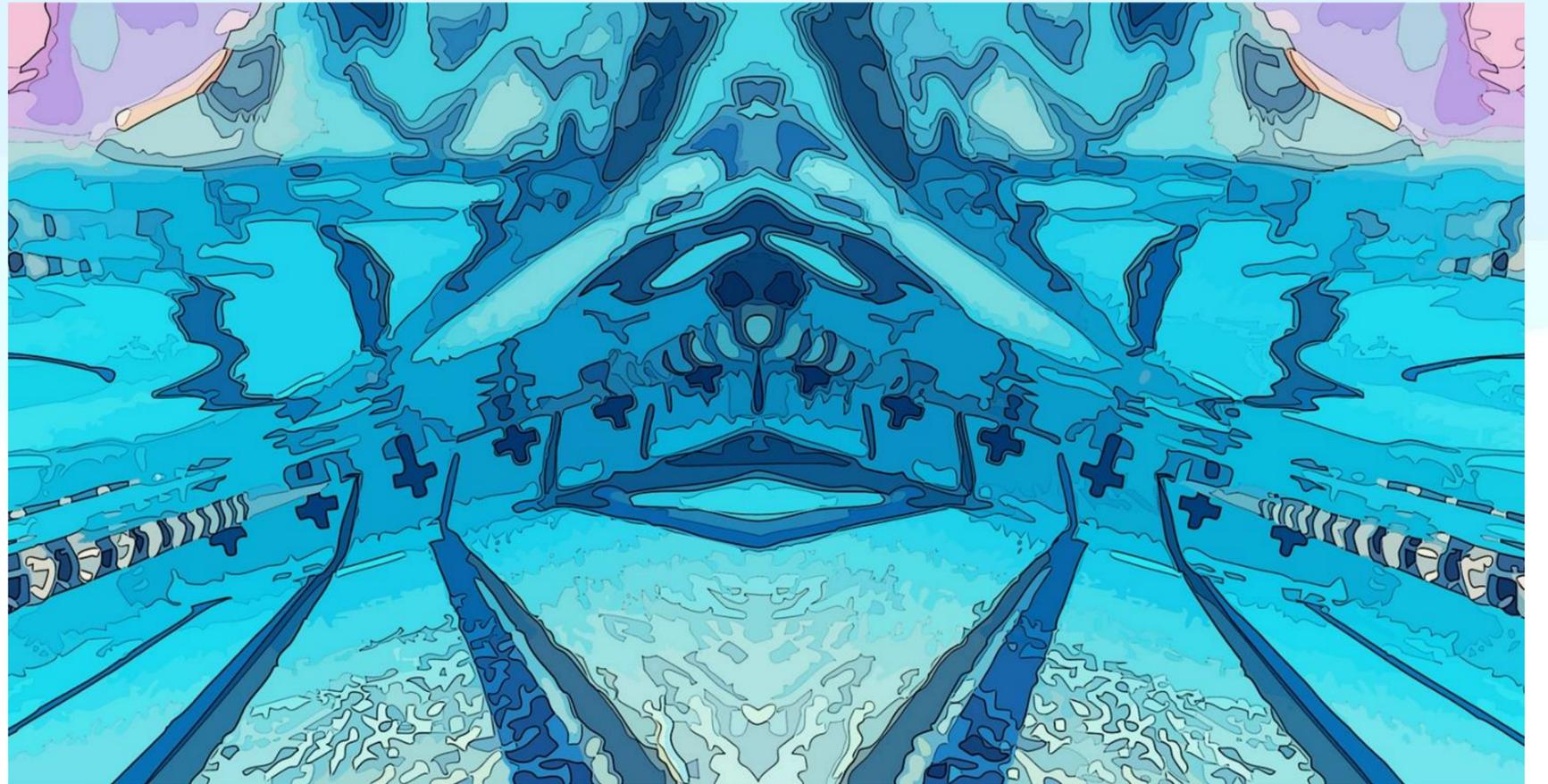
Mural Design 2

Detail 1



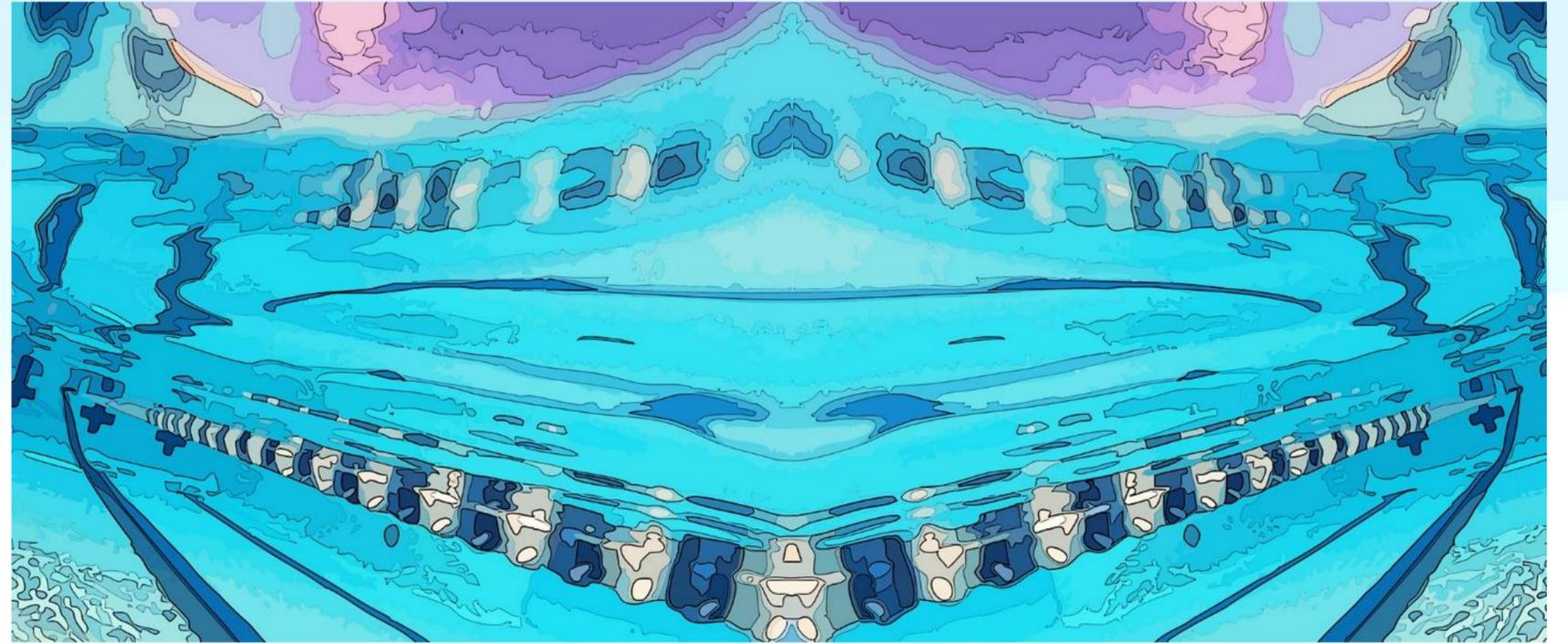
Mural Design 2

Detail 2



Mural Design 2

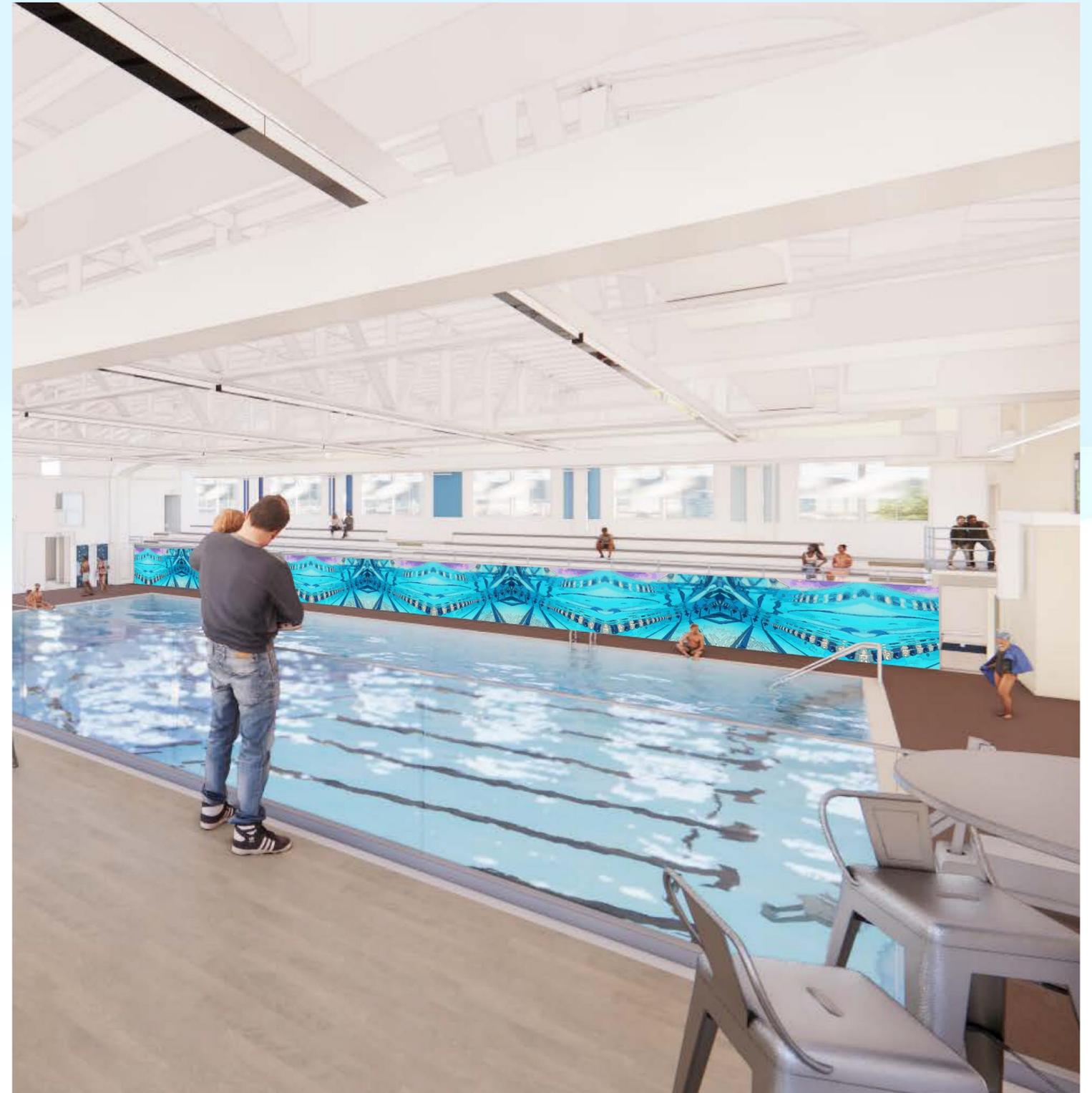
Detail 3



Design 2

Mural Size

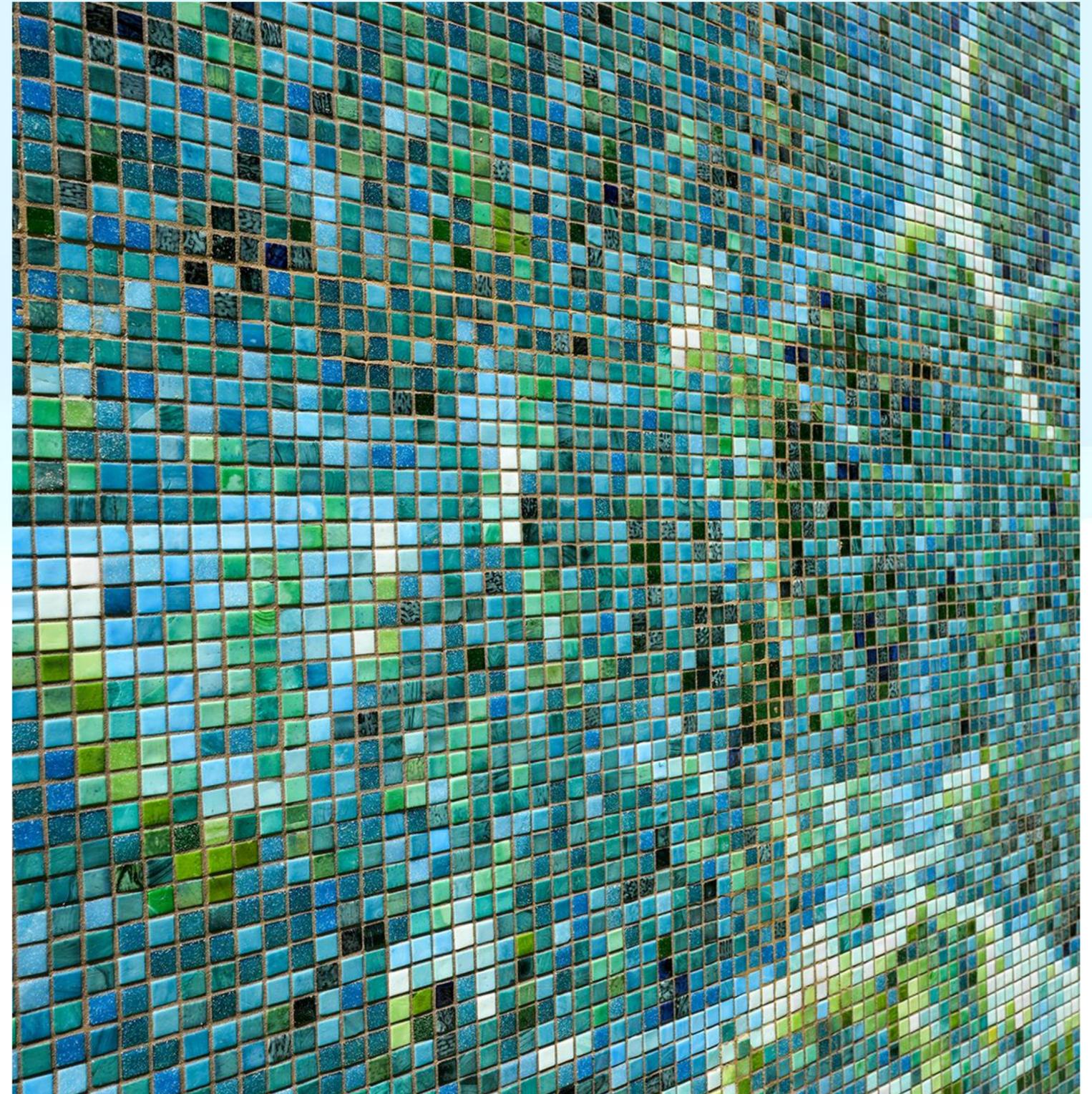
- There are multiple elements within the proposed image for Design 2. The overall size is 5 ft 4 inches tall by 98 ft 5 3/8 inches wide
- The total square footage of the mosaic tile mural is approximately 542 sq ft
- The image is designed to create an immersive experience from each viewing angle
- The goal of the art is to look cohesive and complement the historic architecture & background of the center
- The mural might be subject to design revision/editing



Glass Mosaic

Vibrant & Low Maintenance

- The proposed mural has a size of 98 ft 5 3/8 inches long x 5 ft 4 inches tall, approximately 542 sq ft. The artwork will cover the entire wall designated for art. It will be produced and installed as a **glass mosaic**. Each square glass tile size will be 7/16 inches x 7/16 inches.
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Mosaic Tile Mural - Design 2



Mosaic Tile Mural - Design 2



Design 2 - Scale

The Design 2 art has a relaxing theme and is highly visible at the pool level from most areas of the complex. The imagery promotes the joy of swimming and a healthy life-style. The style of the design is a contemporary take on Art Deco with a realistic component.



Design 2 - Scale



Mosaic Tile Mural - Design 3

Proposed Art



Mosaic Tile Mural - Design 3

Proposed Art



Mosaic Tile Mural - Design 3

This design is inspired by the movement of water with swimmers diving and swimming. The imagery is balanced and inclusive in an artistic way to create an immersive large scale artwork with significant depth and rhythm.

The mural is welcoming people at The Urho Saari Swim Stadium's entrance and is highly visible from every corner of the complex. The imagery visually defines the functional use of the center and gives many opportunities for family and sports teams photos.

The style of the design is a contemporary take on Art Deco with a realistic component. Our concept is the timeless love of the sport of swimming and community gatherings through the decades.

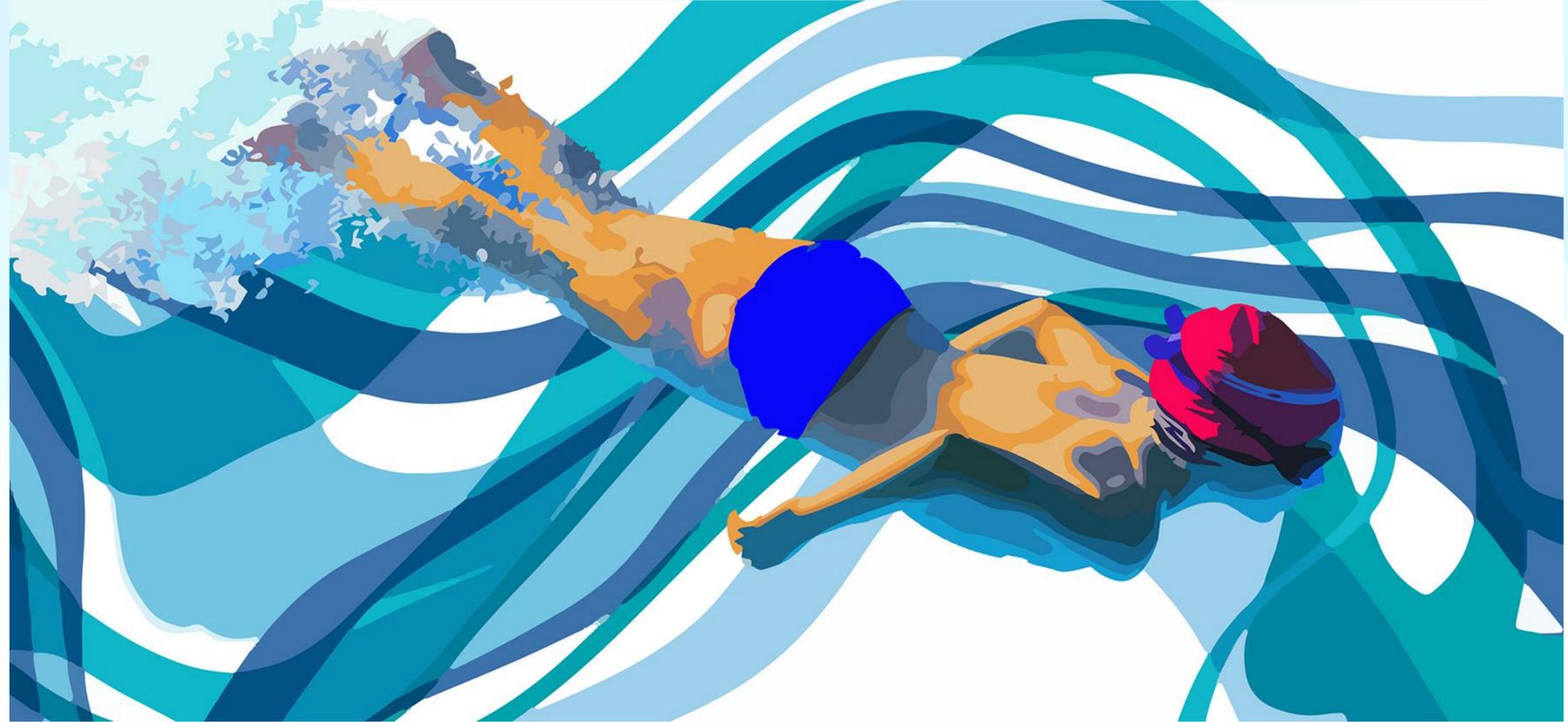
The feeling of "plunging" into the fresh water is relatable to every generation that has used the facility since the inception of the swim center and will be attracting new generations to come. Our vision for the artwork is that it will be the connecting link between past, present, and future.



Mosaic Tile Mural - Design 3

Mural Design 3

Detail 1



Mural Design 3

Detail 2



Mural Design 3

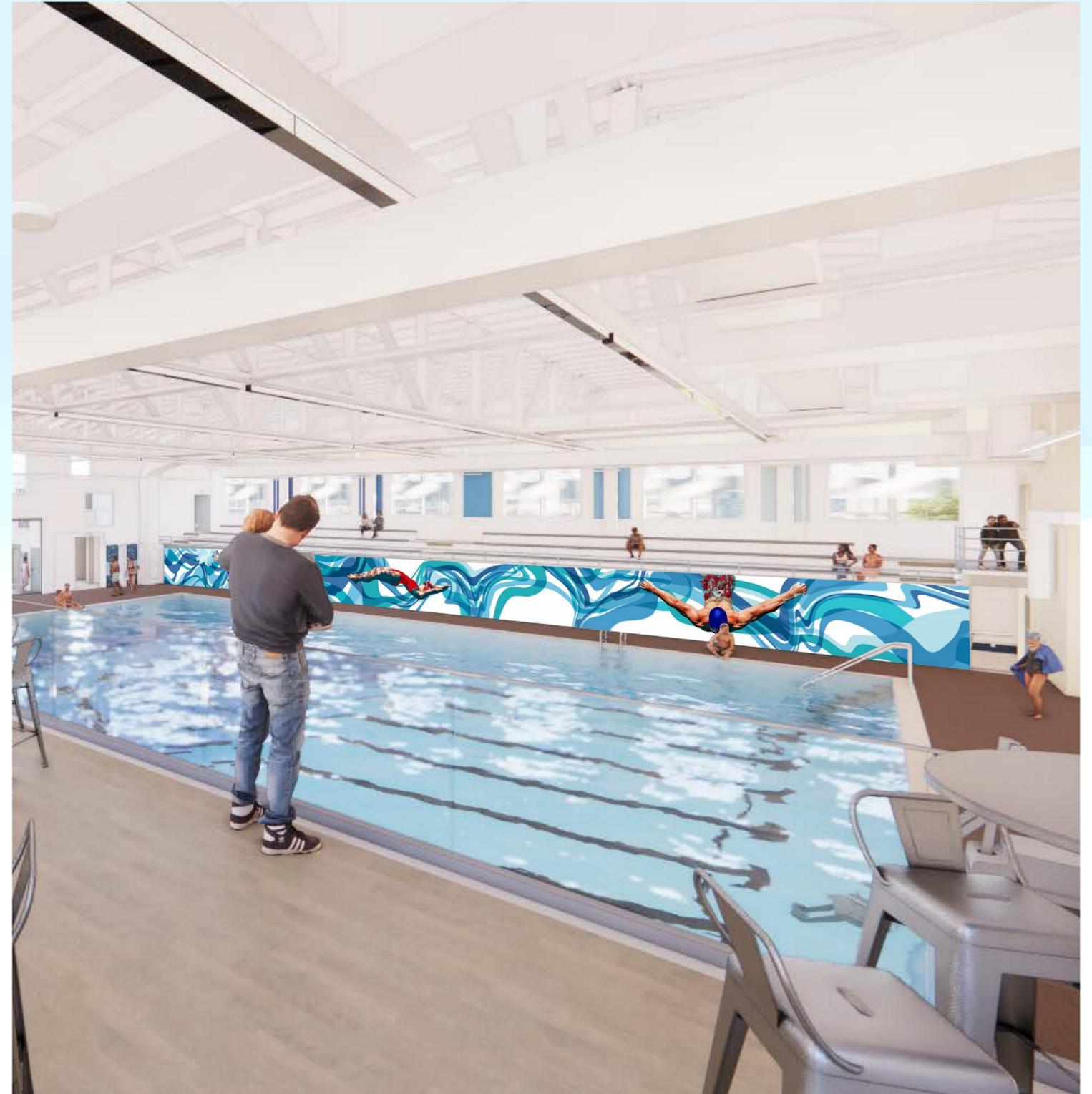
Detail 3



Design 3

Mural Size

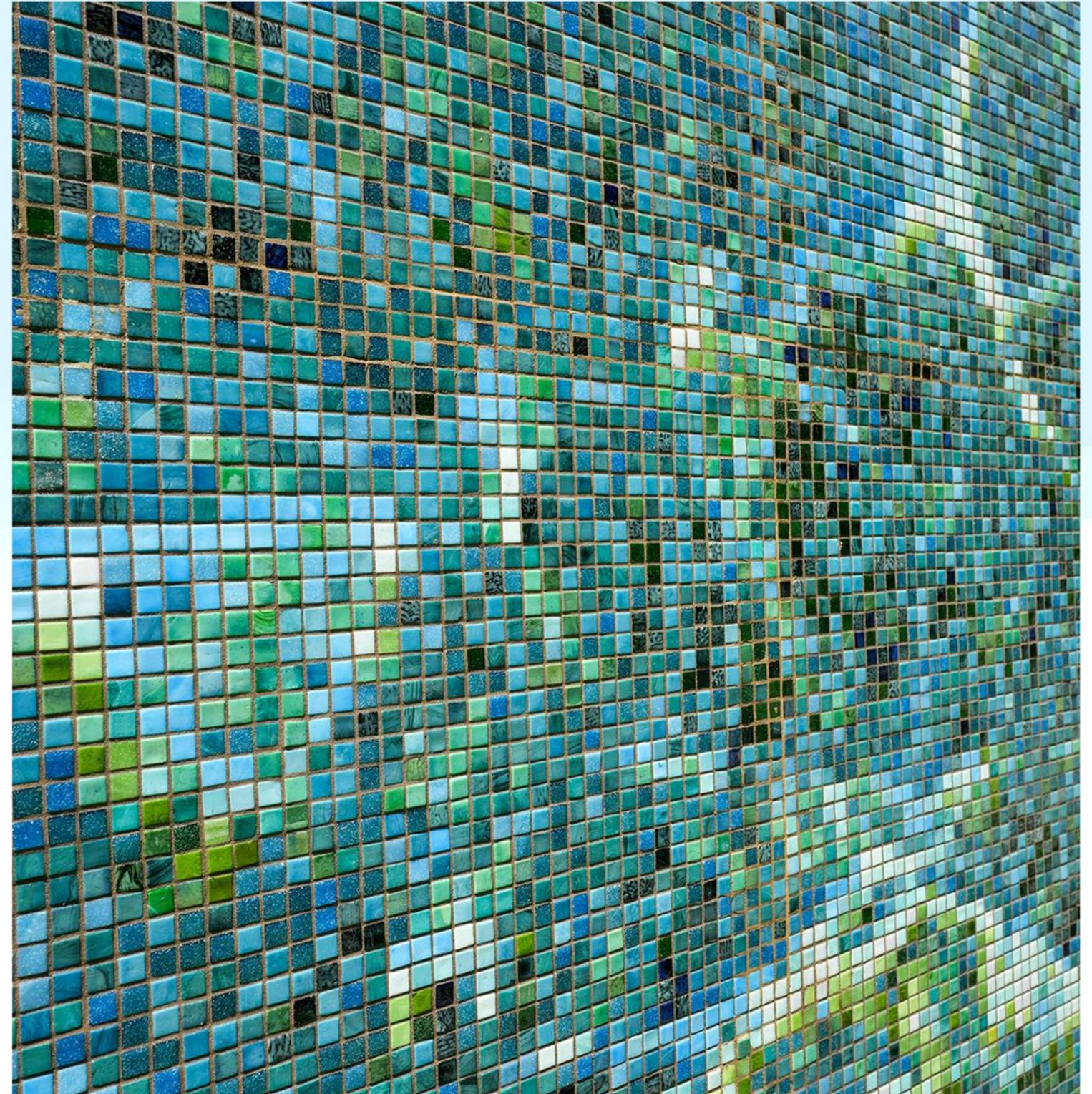
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- The image is designed to create an immersive experience from each viewing angle
- The goal of the art is to look cohesive and complement the historic architecture & background of the center
- The mural might be subject to design revision/editing



Glass Mosaic

Vibrant & Low Maintenance

- The proposed mural has a size of 98 ft 5 3/8 inches long x 5 ft 4 inches tall, approximately 542 sq ft. The artwork will cover the entire wall designated for art. It will be produced and installed as a **glass mosaic**. Each square glass tile size will be 7/16 inches x 7/16 inches.
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Mosaic Tile Mural - Design 3

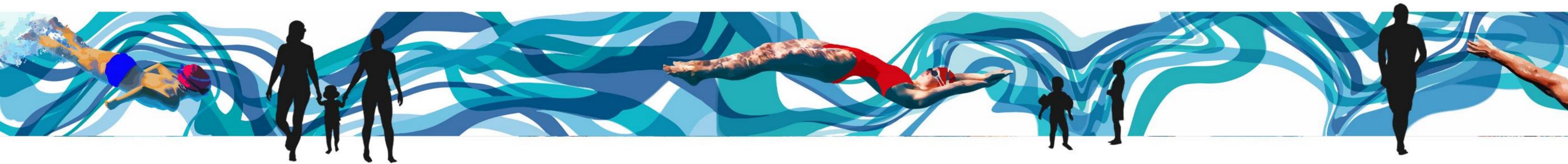


Mosaic Tile Mural - Design 3



Design 3 - Scale

The Design 3 art has a relaxing theme and is highly visible at the pool level from most areas of the complex. The imagery promotes the joy of swimming and a healthy life-style. The style of the design is a contemporary take on Art Deco with a realistic component.



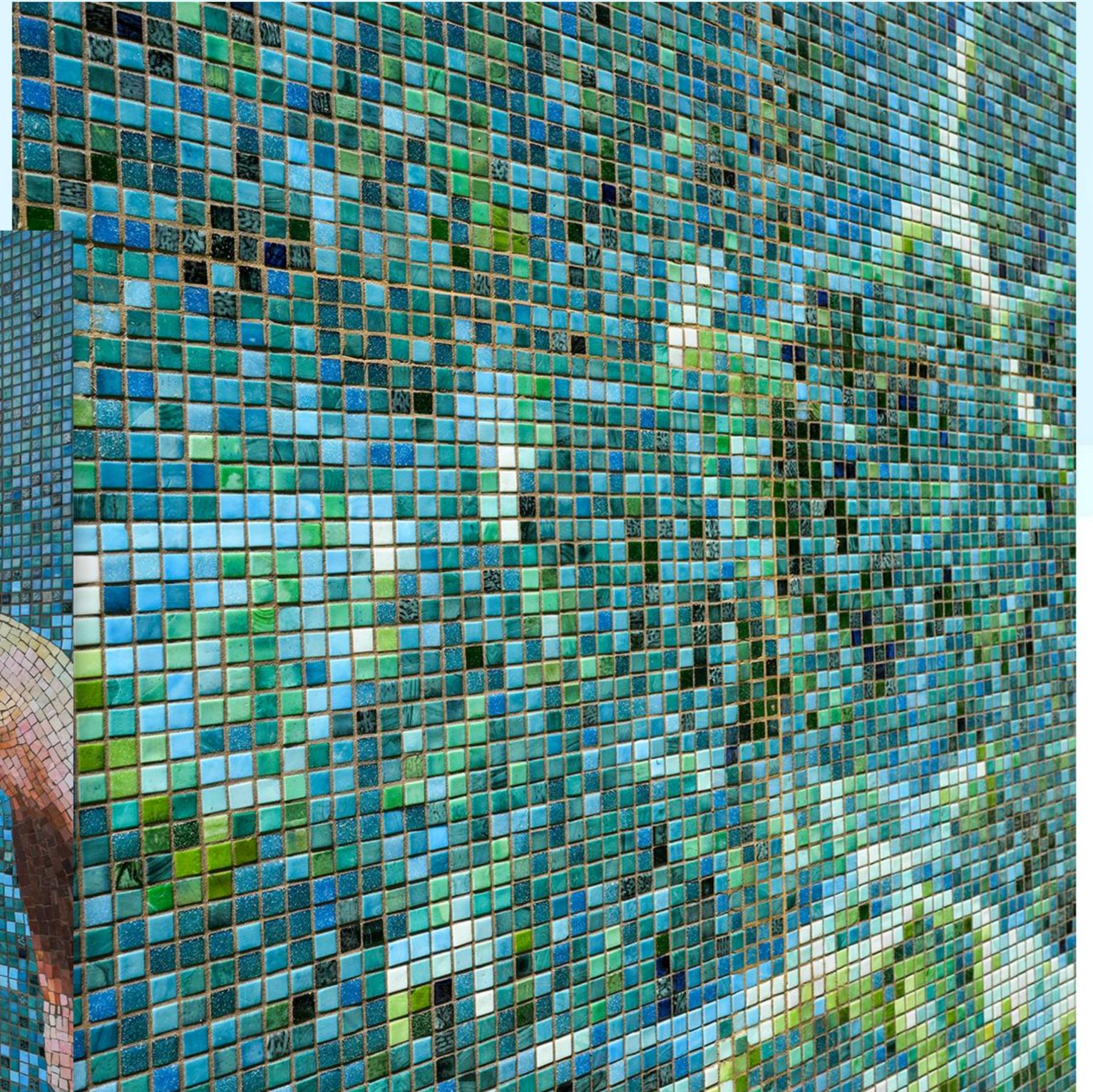
Design 3 - Scale

Glass Mosaic



Glass Mosaic

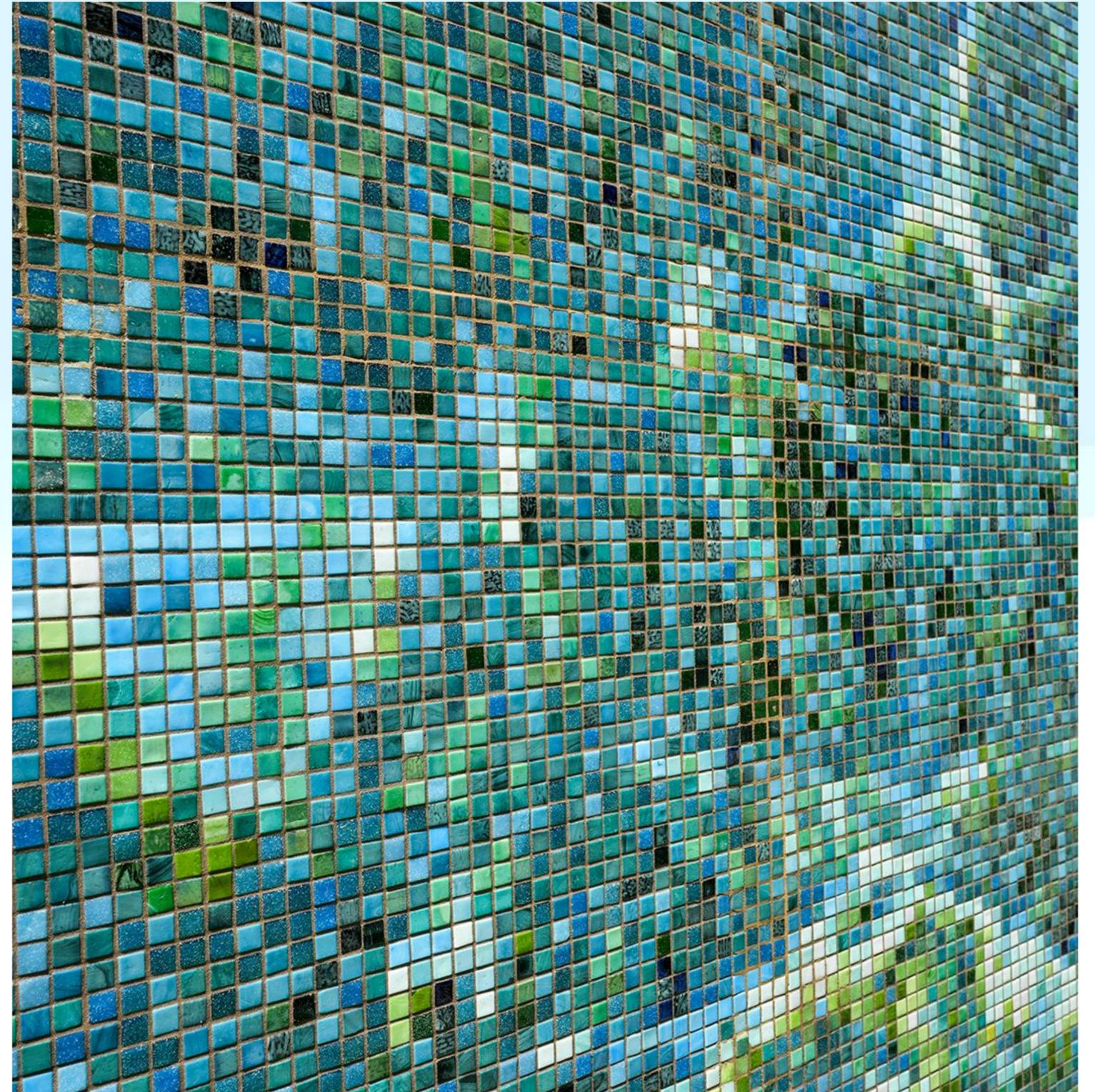
Vibrant & Low Maintenance



Glass Mosaic

Vibrant & Low Maintenance

- The total square footage of this option will be approximately 542 sq. ft. Each square glass tile size will be 7/16 inches x 7/16 inches.
- Glass mosaic tiles have a color palette of hundreds of colors that lend itself to vibrant and dynamic surfaces of mosaic imagery.
- This is a standard grid-style where mosaics are organized using square pieces of tile and straight grout lines that travel evenly both vertically and horizontally. Typically, this creates a final image with a pixel-like quality. The smaller the tile, the clearer the image. It is also important to be aware that the larger the surface area, the clearer the image will be with a grid-style application.
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Aluminum profile will be installed to frame the Mural and give it a finished look.

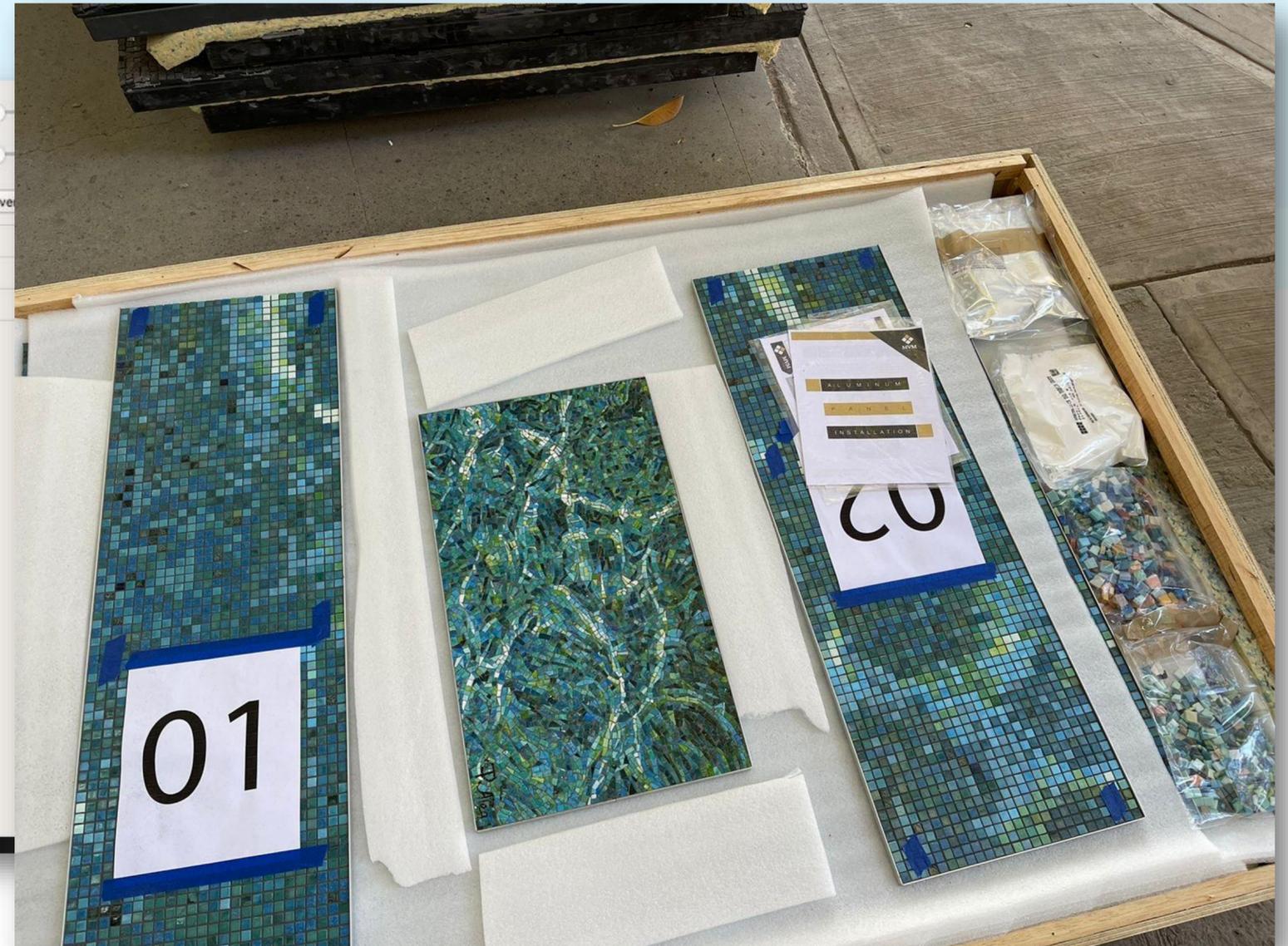
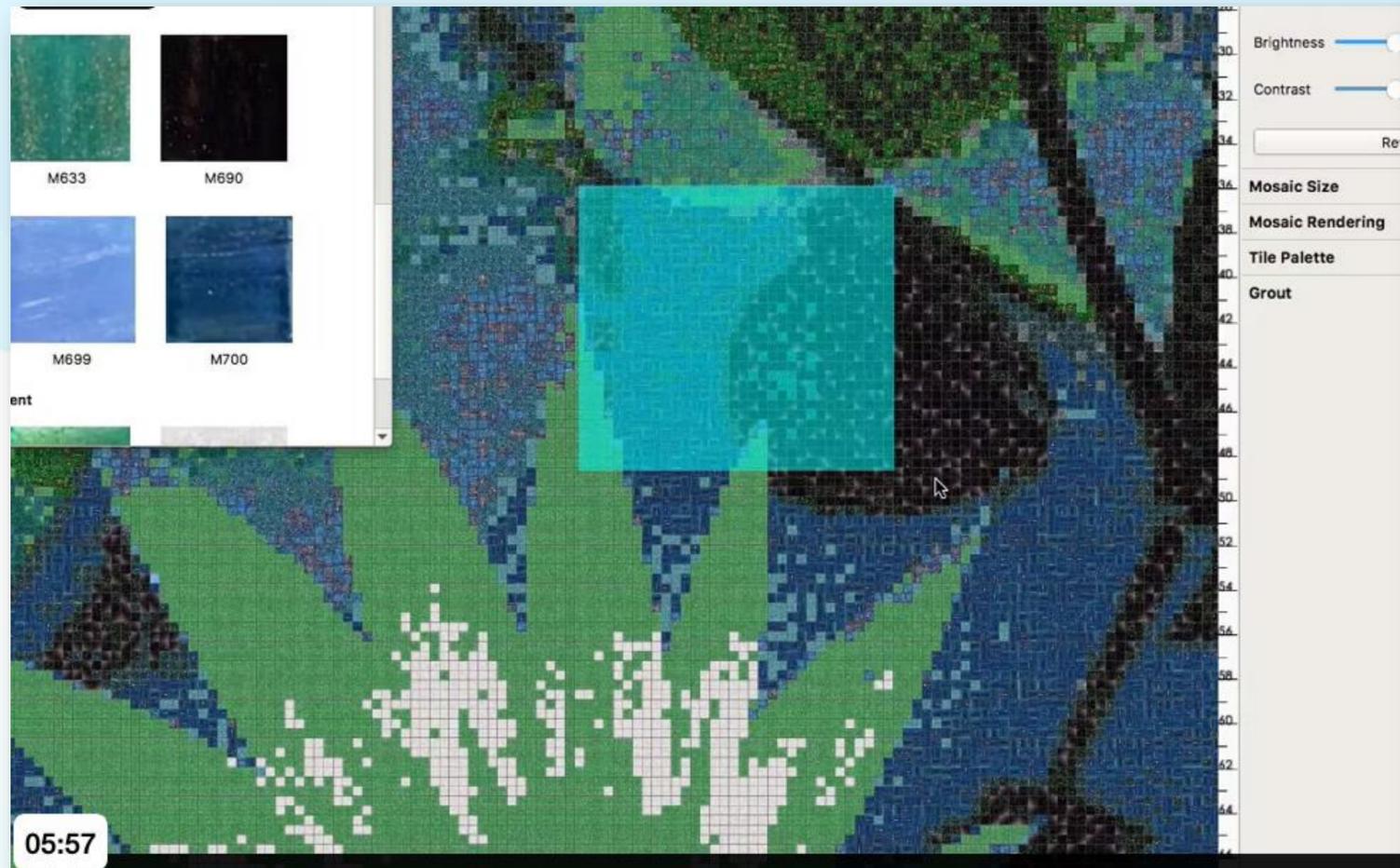
The mural tiles will be separated by 1/16 inch thick grout in neutral gray color.



#42 Platinum



The Production Process will be done in collaboration with a Professional Glass Mosaic Studio





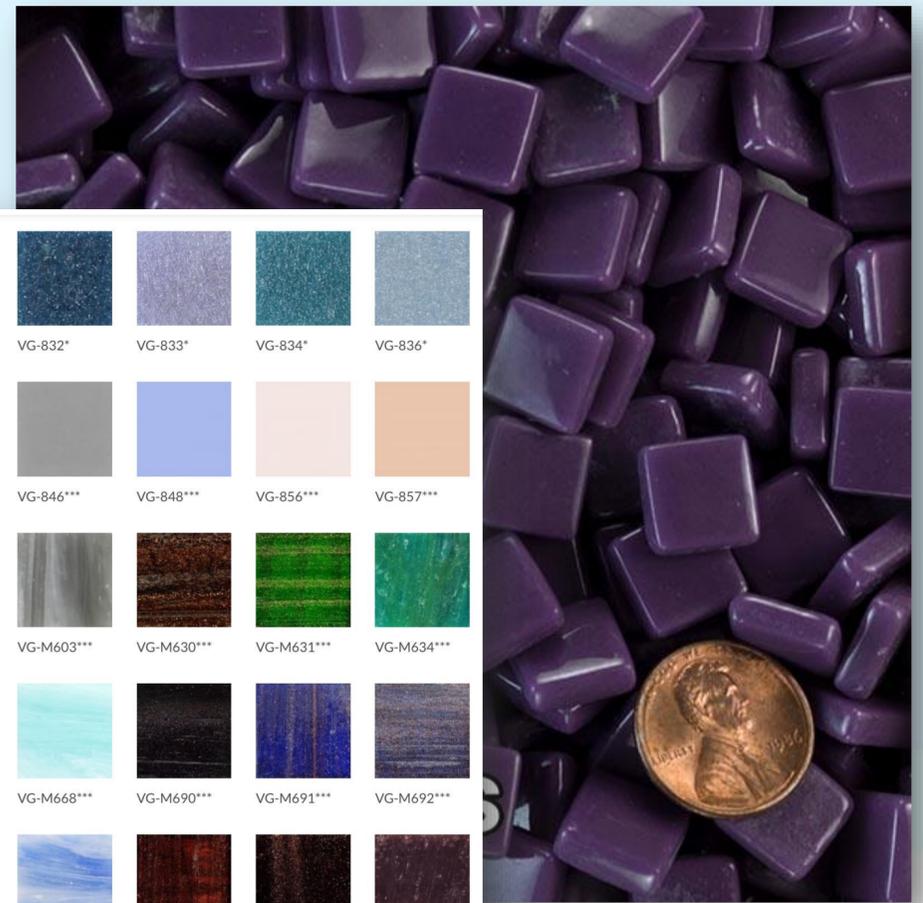
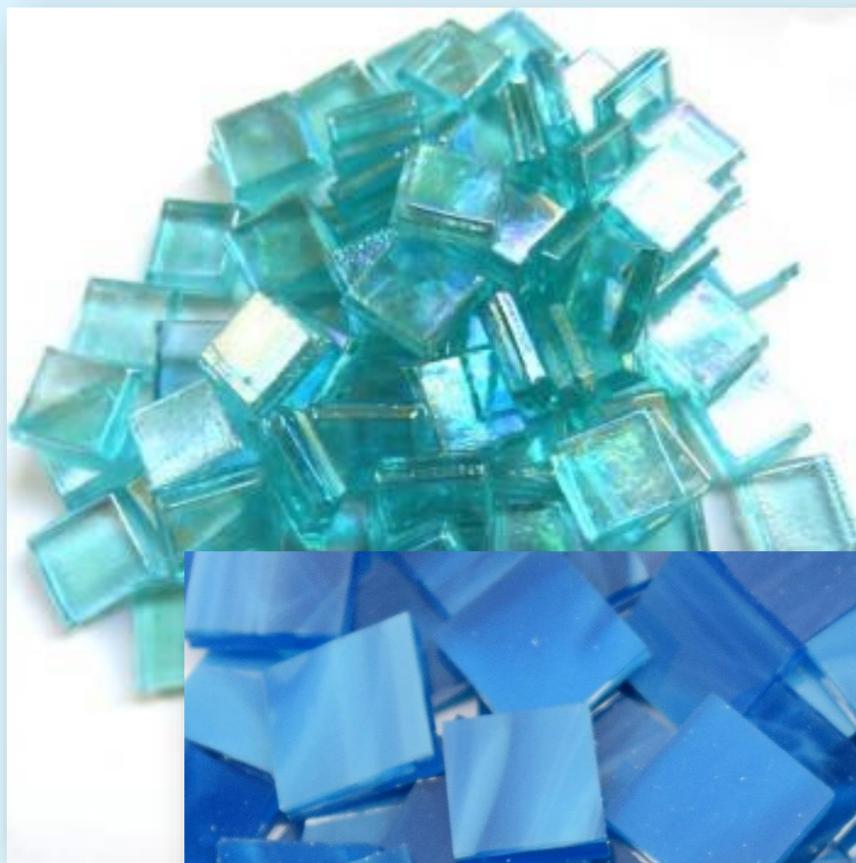
Glass Mosaic Murals - Colors

Each mural will be composed of small square glass tiles (size 7/16" - 7/16") and will be installed with a 1/16" grout gap between tiles. Grout color will be neutral gray. We will use glass tiles with vibrant colors, iridescent finish, transparent and solid glass, and glass with non-fading mirror backing.



Glass Mosaic Murals - Colors

These colors are permanent and will never fade in the sun. Each tile is a cast glass and the colors are achieved by melting pigments and minerals together.



Glass Mosaic Murals - Colors

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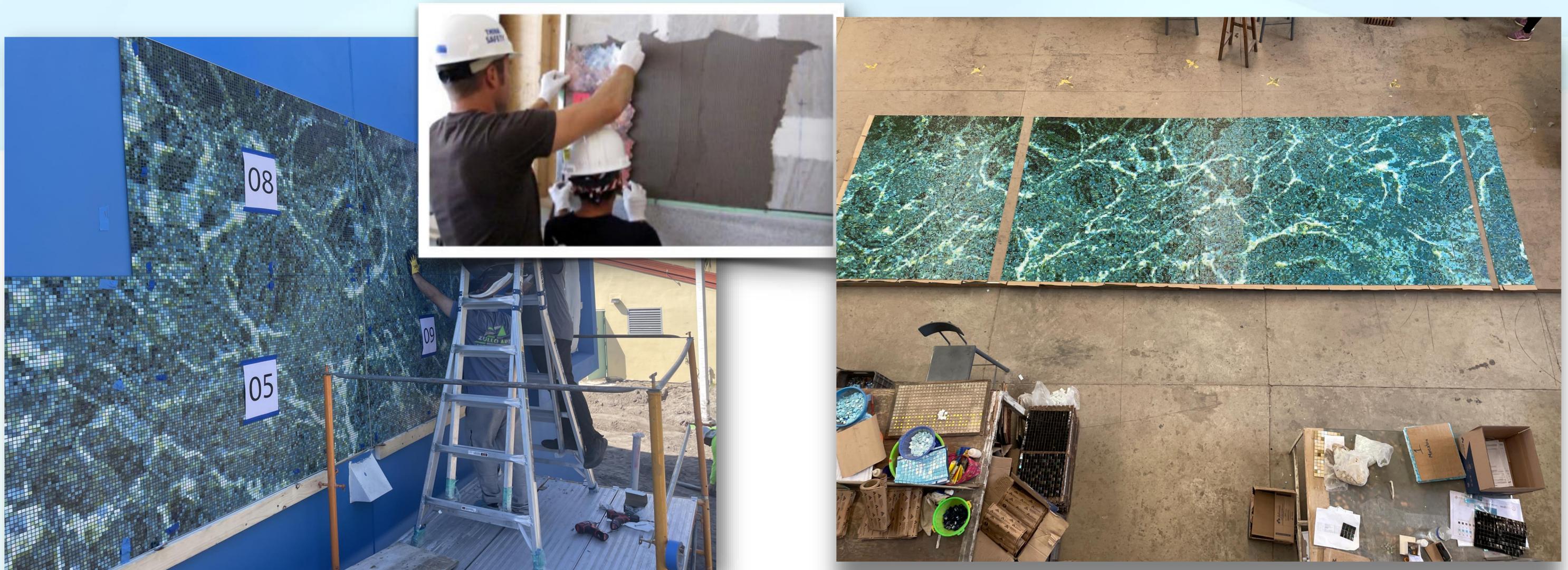
Glass Mosaic Murals - Colors

These colors are permanent and will never fade in the sun. Each tile is a cast glass and the colors are achieved by melting pigments and minerals together.

Glass Mosaic Murals

Installation

The murals installation will be done by artists or by contractor working under artists' supervision. The mosaic tiles will be set in an artistic grid design. We will use a neutral gray color for the grout.





Mosaic Tile Murals

Installation

Tile installation will be done by artists or by contractor working under artists' supervision. The tiles will be set in a traditional grid design.

Glass Mosaic Tile Murals

Maintenance & Durability

- All proposed materials are durable and rated for outdoor use
- Require little to no maintenance
- Clean up can be done with mild, pH-neutral detergent cleaner and damp sponge (or similar product) to clean
- Power wash as needed for maintenance in the long term
- Resistant to UV sunlight, pool chemicals, salty moist air, water
- Artists will provide basic maintenance guidelines
- Artists offer a 15 Year Warranty on the mosaic mural

Working with Design Team & Community

Flexibility & Integrity

We love to work with input from the community and client/s. We are flexible to accommodate and modify all preliminary designs while maintaining our aesthetic integrity.

We could use the proposed elements or add others and combine them in various compositions and/or locations until all parties agree on the final designs. We are able to work with various types of input and communicate throughout the entire process with all teams.

We are open to modifying the images, sizes, and locations of the murals to accommodate any potential architectural or design conflicts.

Fabrication / Studio Capacity

Quality Control

We have a fully equipped art studio with the capacity to produce and store large scale artwork. Vitreous glass mosaics will be designed and executed in collaboration with a reputable glass studio under artist's supervision. We will spend utmost care in selecting the exact color glass tiles to best fit the proposed images.

Once the artworks are completed and ready for installation artists will either ship or deliver them onsite and personally supervise the installation.

Preliminary Budget

Pavlina & Alfredo Alea

Item	Price
Artist's Fee <ul style="list-style-type: none">• Research• Design Development• Drawings / Samples / Models• Fabrication / Installation Supervision• Community Engagement	\$12,500
Artwork Cost <ul style="list-style-type: none">• Materials / Consumables• Fabrication• Shipment• Assembly / Production• Labor / Craft	\$36,750
Consultants <ul style="list-style-type: none">• Digital Design• Photography & Documentation• Studio Assistants	\$5,250
Installation <ul style="list-style-type: none">• Site Preparation• Materials / Consumables• Equipment/ Scaffold Rental• On-Site Installation• Site Clean-Up	\$53,500
Miscellaneous Costs <ul style="list-style-type: none">• Studio Expenses• Documentation• Travel & Accommodation• Facility Rental• Shipping	\$4,970
Insurance	\$5,780
Contingency	\$6,250
Subtotal	\$125,000



City Council Agenda Statement

Meeting Date: August 19, 2025

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

An Ordinance Amending Bylaws of the Senior Citizen Housing Corporation Board to Add One Current Park Vista Tenant to Serve as a Non-Voting Member

RECOMMENDATION:

1. Adopt Ordinance No. _____ approving and adopting amended and restated bylaws of the El Segundo Senior Citizen Housing Corporation.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The Senior Citizen Housing Board Corporation was established on October 23, 1984 by City Council after funding for the Park Vista Housing Facility received voter approval on November 8, 1983. The Corporation is a 501(c)(3) non-profit public benefit corporation formed to administer the operation of the Park Vista senior housing facility and to encourage affordable housing for senior residents within the City's jurisdiction. The Board is comprised of five directors designated by City Council. Each director holds office for four years.

DISCUSSION:

The proposed amendment to the corporation's bylaws would add one current Park Vista tenant to the board as a non-voting member. The addition of a non-voting Park Vista resident to the board would help ensure that the voting members hear and consider input from the tenants' perspective on each item of business. Like the voting members, the non-voting member would be appointed to the board by the City Council and would serve for a term of four years. The participation of the non-voting member will not be necessary to constitute a quorum of the board.

**An Ordinance Amending Bylaws of Senior Citizen Housing Corporation Board
August 19, 2025
Page 2 of 2**

Because most decisions made by the Senior Housing Board could arguably have a material effect on the tenant's leasehold interest, a tenant's participation on the Board, even as a non-voting member, would be precluded absent an exception to the otherwise applicable rules. The Political Reform Act (PRA) regulations include a special rule for a "required representative interest." Pursuant to that rule, a public official is deemed not to have a disqualifying financial interest under the PRA if:

The decision is made by a board or commission and the law that establishes the board or commission requires certain appointees have a representative interest in a particular industry, trade, or profession or other identified interest, and the public official is an appointed member representing that interest.

(2 Cal. Code Regs. § 18703(e)(5).) Here, a resident of the senior housing facility is being appointed to a non-voting role for the purpose of ensuring that the tenants' interests are represented on the board. An ordinance has the force of law.

Consequently, the Council is being asked to adopt the amended and restated bylaws by ordinance for the purpose of allowing the non-voting tenant board member to avail themselves of this special rule under the PRA and participate in the board's discussions.

CITY STRATEGIC PLAN COMPLIANCE:

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

PREPARED BY:

David King, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance Amending Senior Housing Corp Bylaws
2. Attachment - ES Senior Housing Corp Bylaws - Amended and Restated

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPROVING AND ADOPTING AMENDED AND RESTATED BYLAWS OF THE EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION

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 Senior Citizen Housing Board Corporation was established on October 23, 1984 by City Council after funding for the Park Vista Housing Facility received voter approval on November 8, 1983.

B. The Corporation is a 501(c)(3) non-profit public benefit corporation formed to administer the operation of the Park Vista senior housing facility and to encourage affordable housing for senior residents within the City's jurisdiction.

C. The Corporation's board is comprised of five directors designated by City Council. Each director holds office for four years.

D. The City Council wishes to amend the bylaws of the Corporation to add one non-voting member to the board, which member must be a current tenant of the Park Vista senior housing facility. The addition of a Park Vista resident to the board will help to ensure that the voting members of the board hear and consider input from the tenants' perspective on each item of business. The participation of the non-voting member will not be necessary to constitute a quorum of the board.

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 section 15061(b)(3) of the Guidelines, because it consists only of regulatory changes with respect to the composition of the El Segundo Senior Citizen Housing Corporation's Board of Directors, 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: *Action.* The City Council hereby approves and adopts the Amended and Restated Bylaws of the El Segundo Senior Housing Corporation in the form attached hereto and incorporated herein by this reference.

SECTION 4: *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 5: Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: 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 8: 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 9: 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

BYLAWS

of the

EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION

A California Nonprofit Public Benefit Corporation

Amended and Restated, Effective _____, 2025.

Section 1. Principal Office.

The principal office for the transaction of the activities and affairs of the El Segundo Senior Citizen Housing Corporation (hereinafter "Corporation") is located at the City Hall (350 Main Street) of the City of El Segundo, California, 90245. The Board of Directors (hereinafter "Board") may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary on these bylaws opposite this Section, or this Section may be amended to state the new location.

Section 2. Purposes and Limitations.

A. The purposes for which this Corporation is formed are:

- (1) To establish policies for the operation of and to operate the City of El Segundo Senior Citizen Housing Project.
- (2) To provide affordable housing opportunities for El Segundo senior Residents.
- (3) To promote the common good and general welfare of the senior Residents of the City of El Segundo and ,
- (4) Any other purposes beneficial to the public.

B. The limitations of the activities of this Corporation are as follows:

- (1) No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall this Corporation participate or intervene directly or indirectly, in any political campaign (including publishing or distribution of statements) on behalf of or against any candidate for public office.
- (2) This Corporation is organized and operated exclusively for social welfare purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, carry on or engage in any other activities or exercise any powers not permitted to be carried on or exercised by a corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

Section 3. Members.

This corporation shall have no members.

Section 4. Directors.

A. Powers:

Subject to the provisions and limitations of the California Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation, the Operating Agreement between the City of El Segundo and the Corporation and these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

B. Specific Powers:

Without prejudice to the general powers set forth above, but subject to the same limitations, the Directors shall have the power to:

- (1) Change the principal office or the principal business office in California from one location to another, and designate any place for holding any meeting of the Board.
- (2) Adopt and use a corporate seal and alter the form of the seal.
- (3) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

C. Number and Qualifications of Directors:

- (1) Number: The Board of Directors shall be comprised of five voting directors and one non-voting director.
- (2) Qualifications: All voting directors must be residents of El Segundo. The non-voting director must be a current tenant residing in the El Segundo Senior Citizen Housing Project (Park Vista).

- (3) All Directors shall be designated by the City Council of El Segundo. Each Director shall hold office for four years, except that the initial Directors shall hold office for staggered terms of one, two, three or four years, as designated by the City Council. Any Director may repeat consecutive terms if recommended by the remaining Directors and approved by City Council.

D. Vacancies on Board:

- (1) Events Causing Vacancy - A vacancy or vacancies on the Board shall exist on the occurrence of the following: (a) the death of resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; (c) the declaration by resolution of the Board of a vacancy in the office of a Director who has failed to attend and participate in three (3) consecutive regular meetings of the Board or who has failed to attend and participate in five (5) meetings of the Board over the course of one year. This provision shall be reviewed annually by the Board at its annual meeting and revised as necessary.
- (2) Resignations - Except as provided below, any Director may resign by giving written notice to the President or the Secretary. The resignation shall be effective when the notice is given unless it specifies a later time (not to exceed sixty days) for the resignation to become effective. Except on notice to the Attorney General of California, no Director may resign if the Corporation would be left without a duly elected Director or Directors.
- (3) Filling Vacancies - Within thirty (30) days of the occurrence of a vacancy or vacancies pursuant to Sections 4D(1) or (2) above, the Board shall identify the area(s) of expertise needed by a replacement Director or Directors and shall advise City Council, in writing, of the existence of a vacancy and the criteria to be evaluated in filling the vacancy. The City Council shall actively advertise any vacancy. Utilizing the criteria identified by the Board, City Council shall appoint a replacement Director or Directors to fill the unexpired term or terms within sixty (60) days after receiving notice of the existence of such vacancy or vacancies.

- (4) No Vacancy on Reduction of Number of Directors -- No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

D. Directors' Meetings:

- (1) Place of Meetings - Meetings of the Board shall be held at any place that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation.
- (2) Annual Meeting - Immediately after each annual meeting, the Board shall hold a regular meeting for purposes of organization, election of officers, and transaction of other business. The annual meeting is designated as the July meeting.
- (3) Other Regular Meetings - Other regular meetings of the Board may be held at such time and place as the Board may fix. Meeting dates and times are posted three days in advance of each meeting.
- (4) Special Meetings - Authority to Call - Special meetings of the Board for any purpose may be called at any time by the President or Vice President, or the Secretary or any two Directors.
- (5) Notice - Notice of the time and place of special meetings shall be given to each Director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid return receipt requested; (c) or by telephone, either directly to the Director or to a person at the Director's office or residence who would reasonably be expected to communicate that notice promptly to the Director. All such notices shall be given or shown on the records of the Corporation. Notices sent by first-class mail shall be deposited in the United States mail at least six days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 48 hours before the time set for the meeting. The notice shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation. It need not specify the purpose of the meeting.

- (6) Quorum - A majority of the authorized number of voting Directors (or such reduced number, if a vacancy or vacancies exist) shall constitute a quorum for the transaction of business.
- (7) Waiver of Notice - Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or of the commencement of the meeting, the lack of notice to him or her.
- (8) Adjournment - A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.
- (9) Notice of Adjourned Meeting - Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

Section 5. Officers.

A. Officers of the Corporation:

The officers of the Corporation shall consist of the President, Vice President, the Secretary, and the Chief Financial Officer. No two offices may be concurrently held by the same person. Should both the President and Vice President be absent from a meeting, the most senior Director who is neither Secretary nor Chief Financial Officer shall be acting President.

B. Election of Officers:

The Board of Directors shall elect all officers of the Corporation for terms of one year, or until their successors are elected and qualified. Officers shall be elected at the annual meeting.

C. Responsibility of Officers:

(1) President - The President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The President shall preside at all Board meetings. The President shall be responsible for representing the Corporation, before other governmental agencies. The President shall have such other powers and duties as the Board or the bylaws may prescribe.

(2) Vice President - If the President is absent or disabled, the Vice President shall perform all duties of the President. When so acting, the Vice President shall have all powers of and be subject to all restrictions of the President. The Vice President shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

(3) Secretary - The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized, the notice given, the names of those present at Board and committee meetings. The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these bylaws to be given. The Secretary shall keep the Corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

(4) Chief Financial Officer -

- a. Books of Accounts - The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books of accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of accounts shall be open to inspection by any Director at all reasonable times.
- b. Deposit and Disbursement of Money and Valuables - The Chief Financial Officer shall deposit, or cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; shall disburse the Corporation's funds as the Board may order; shall render to the President and the Board, when requested, an account of all transactions as the Chief Financial Officer and of the financial condition of the Corporation; and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.
- c. Bond - If required by the Board, the Chief Financial Officer shall, at the expense of the Corporation, give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

Section 6. Indemnification.

A. Right of Indemnification:

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fees, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this bylaw, shall have the same meaning as in Section 5238(a) of the California Corporation Code.

B. Approval of Indemnity:

On written request to the Board .by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporation Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of City Council. At that meeting, the Council shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Council members present at the meeting in person or by proxy shall authorize indemnification.

C. Advancement of Expenses:

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 6 of these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding. On receipt of the Corporation of an undertaking by or on behalf of that person, the advance will be repaid, unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 7. Insurance.

The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's Director's, employee's, or agent's status as such.

Section 8. Amendments.

These bylaws may be amended or repealed and new bylaws adopted by the vote of a majority of the members of the Board of Directors. No bylaw shall be amended or repealed and new bylaws shall not be adopted, without the prior approval of the City Council.