



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 15, 2023

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

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

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

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

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

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

MISSION STATEMENT:

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

VISION STATEMENT:

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

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

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

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

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

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

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

4:00 PM CLOSED SESSION – CALL TO ORDER / ROLL CALL

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

SPECIAL ORDERS OF BUSINESS

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV’T CODE §54956.9(D)(1): -5- MATTER(S)

1. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031.
2. Retired Police Officer Rex Flower Workers Compensation Claim (WCAB) No.:ADJ7459554).
3. Retired Police Officer Kenneth McShane Workers Compensation Claim (WCAB) No.:ADJ11083019).
4. Retired Police Officer Darrell Lewis Workers Compensation Claim (WCAB) No. :ADJ9634084).
5. Retired Fire Fighter Scott Marinez Workers Compensation Claim (WCAB) No.:ADJ2810794)

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

1. Employee Organizations: Police Management Association (PMA) and Fire Fighter Association (FFA).

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

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

1. 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

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

INVOCATION – Pastor Rob McKenna, Bridge Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pimentel

SPECIAL PRESENTATIONS

1. El Segundo Public Library Diamond Jubilee

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

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

- Hyperion Water Reclamation Plant Update

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

2. City Council Meeting Minutes

Recommendation -

1. Approve Special (CCB Interviews) City Council meeting minutes of June 16, 2023, Regular City Council meeting minutes of June 20, 2023, Special (Open Session) City Council meeting minutes of June 28, 2023, Special (Joint with ESUSD-Team Building) City Council meeting minutes of June 28, 2023, Special (CCB Interviews) City Council meeting minutes of July 10, 2023 and Special (Closed Session) City Council meeting minutes of July 12, 2023.
2. Alternatively, discuss and take other action as related to this item.

3. Warrant Demand Register for May 29, 2023 through July 9, 2023

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 23A, 23B, 24A, 24B, 25A (Fiscal Year 2022-2023) and 1A (Fiscal Year 2023-2024): warrant numbers 3045830 through 3046504, and 9002932 through 9002988. **Checks 3046166, and 3046285-3046301 are replaced checks which are not placed on normal warrant register cycle.
3. Alternatively, discuss and take other action related to this item.

4. SB 1205 State Mandated Fire Inspection Compliance Report

Recommendation -

1. Adopt the proposed Resolution acknowledging receipt of the El Segundo Fire Department's annual inspection compliance report, as required by California Health and Safety Code §§ 13146.2 and 13146.3.
2. Alternatively, discuss and take other action related to this item.

5. Notice of Completion of Checkout Building Restroom Facilities Improvement Project PW 21-09

Recommendation -

1. Accept Checkout Building Restroom Facilities Improvement Project No. PW 21-09, by Union Construction Company, as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.

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

6. Designation of Voting Delegate and Alternate to the Cal Cities - 2023 Annual Conference & Expo

Recommendation -

1. Designate a voting delegate, and two alternates to the Cal Cities Annual Conference & Expo.
2. Alternatively, discuss and take other action related to this item.

7. Continuing Appropriations for Ongoing Capital Improvement Program Projects

Recommendation -

1. Approve continuing appropriations in FY 2023-24 for ongoing Capital Improvement Program (CIP) projects funded through Gas Tax, Prop C, Measure M, and Smoky Hollow Parking Lieu Fee Accounts as part of the FY 2022-23 budget.
2. Alternatively, discuss and take other action related to this item.

8. Resolution Appointing Human Resources Director Rebecca Redyk as an Alternate Board Member to the Governing Board of the Independent Cities Risk Management Authority

Recommendation -

1. Adopt the proposed Resolution appointing Human Resource Director Rebecca Redyk as an alternate representative to the Independent Cities Risk Manager Authority ("ICRMA") governing board ("ICRMA Board") and maintaining Interim Chief Financial Officer David Cain as Primary Board Member and Council Member Carol Pirsztuk as an alternate representative.
2. Alternatively, discuss and take other action related to this item.

9. Waive Formal Bidding Requirements to Update the City's Hazard Mitigation Plan

Recommendation -

1. Waive formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the City Manager to enter into an agreement with Emergency Planning Consultants to update the City's Hazard Mitigation Plan.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

10. Amendment to the City Manager’s Employment Agreement to Increase the Annual Base Salary

Recommendation -

1. Approve the proposed amendment to the City Manager’s Employment Agreement to provide a four percent annual base salary increase (\$270,000 to \$280,800).
2. Adopt a resolution setting forth a corresponding salary schedule for the City Manager.
3. Alternatively, discuss and take other action related to this item.

11. First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Expand the List of Positions Exempt from the Civil Service System

Recommendation -

1. Introduce and waive the first reading of the proposed Ordinance amending El Segundo Municipal Code Chapter 1-6 to expand the list of positions exempt from the Civil Service System.
2. Direct staff to schedule a second reading of the Ordinance for the regular September 5, 2023 City Council meeting or as soon thereafter it may be considered.
3. Alternatively, discuss and take other action related to this item.

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

Recommendation -

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees’ Retirement System ("CalPERS") to provide an additional 1% employee cost sharing, as specified for classic members of the El Segundo Police Services Support Employees’ Association ("PSSEA").
2. Authorize the City Manager and City Clerk, to execute CalPERS forms as required for submission to CalPERS to facilitate CalPERS contract amendment process.

3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such contract amendment and schedule a second reading of the Ordinance for the regular September 5, 2023 City Council meeting or as soon thereafter may be considered.

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

13. Resolutions Amending Chapter 1A2 of the City’s Administrative Code for the Management Confidential Series Relating to Salary Increases and Benefit Changes, Including Retiree Health Benefit Changes

Recommendation -

1. Adopt a Resolution amending the City’s Administrative Code to update sections for specific unrepresented classifications covered under Chapter 1A2 Management-Confidential series.

2. Adopt a Resolution for the El Segundo Mid-Management-Confidential group amending the City’s contributions for CalPERS medical premiums consistent with the changes to Administrative Code Section 1A2.105.

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

14. Urho Saari Swim Stadium Capital Campaign

Recommendation -

1. Approve the proposed Urho Saari Swim Stadium Capital Campaign.

2. Alternatively, discuss and take other action.

15. Consideration of Two Acre Land Dedication Offer by CDC Mar East Campus 1 LLC to City

Recommendation -

1. Discuss the nature and extent of the easement, restrictions, and other burdens affecting the subject property and consider whether to direct the City Attorney to prepare the documentation necessary to accept the offer of dedication or have staff continue to investigate the various deed restrictions and environmental conditions affecting the site.

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

16. Agreement with KOA Corporation for Construction Management Services for the Urho Saari Swim Stadium (“The Plunge”) Project

Recommendation -

1. Authorize the City Manager to execute a professional services agreement with KOA Corporation for \$998,589.82 for construction management services for the Urho Saari Swim Stadium project and authorize an additional \$100,000 for contingency.
2. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

17. Discussion of Possibly Creating a Planning Commission Subcommittee to Review, Update, and Implement the South Bay Bicycle Master Plan and Other Multi-Model City Initiatives

Recommendation -

1. Discussion and possible action to establish a Planning Commission subcommittee to review, update, and implement the South Bay Bicycle Master Plan, and other multi-model City initiatives.
2. Alternatively, discuss and take other action related to this item.

18. Alternate Uses for the Abandoned Reservoir Area at Hilltop Park

Recommendation -

1. Direct staff to analyze alternate uses for the abandoned reservoir area at Hilltop Park.
2. Alternatively, discuss and take other action related to this item.

COUNCIL MEMBER GIROUX

19. Diversity, Equity, and Inclusion Committee Student Representatives

Recommendation -

1. Approve a one-year pilot that would appoint two adult representatives from ESUSD and/or DaVinci High School to the City's Diversity, Equity, and Inclusion (DEI) Committee in lieu of filling the two current vacancies.

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

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

I. REPORTS - CITY ATTORNEY

J. REPORTS/FOLLOW-UP - CITY MANAGER

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

MEMORIALS

ADJOURNMENT

POSTED:

DATE: August 10, 2023

TIME: 4:00 PM

BY: Tracy Weaver, City Clerk



Proclamation

City of El Segundo, California

WHEREAS, in 1935, plans for a new library in Library Park began when the Trustees of El Segundo School District deeded the land to the City. Construction started in 1940 but was abandoned due to World War II. Construction resumed in 1946 and was completed in 1948; and

WHEREAS, the El Segundo Public Library has welcomed patrons young and young at heart since 1948 to celebrate the joy of literacy, creating, communicating, cultural exchange and to engage in life-long learning; and

WHEREAS, the El Segundo Public Library offers storytimes, teen programming and summer reading programs to encourage our community’s youth to begin and continue habits of reading that will benefit their personal and professional lives; and

WHEREAS, the El Segundo Public Library also offers programs of adults and older adults, providing social educational and inspirational opportunities; and

WHEREAS, the El Segundo Public Library provides access to computers and to the internet for students, jobseekers, and researchers to help bridge the digital divide for those who may not have access at home; and

WHEREAS, librarians and library staff hold the professional values of diversity, equity, and inclusion to meet the needs of all users; and

WHEREAS, the El Segundo Public Library is home to the Abbie Jean Krimmel Mesak Memorial Heritage Room that houses the City’s historic collection of photographs, yearbooks, and memorabilia; and

WHEREAS, the El Segundo Public Library has been connecting people, materials and culture to build and sustain a diverse and vibrant community; and

WHEREAS, the El Segundo Public Library plays a vital role in supporting the quality of life within the community; and

WHEREAS, the El Segundo Public Library engages people with services, spaces, and resources to enrich their lives and the lives of our community; and

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, hereby recognize the valuable contributions the El Segundo Public Library has made to El Segundo, and we honor its *Diamond Jubilee Birthday*, celebrating 75 years of immeasurable contributions and inspiring our community.

To quote Eileen Curry Hunter from her book *El Segundo: Seventy-five Years, 1991*:

“If there is a jewel in the crown of the city as it approaches its diamond jubilee, it is the Library. A modern facility filled with points of light and tremendous potential, the library will educate, enlighten, and entertain El Segundoans far into the future. It was the vision of many and the actions guided by that vision --- residents and industry alike, pulling together, even reaching into their pockets --- that transformed yesterday’s Library into a monument to El Segundo’s future.”



Mayor Drew Boyles

Mayor Pro Tem Carol Pirsztuk
Council Member Lance Giroux

Council Member Chris Pimentel
Council Member Ryan Baldino

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
FRIDAY, JUNE 16, 2023
9:00 AM

CALL TO ORDER – Mayor Pro Tem Pimentel at 9:01 AM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

1. Conduct Recreation and Parks Commission Interviews

Council conducted interviews and Council appointed Jeanette Gant to a full-term expiring June 30, 2027.

Council will announce the appointments at the 6:00 PM, March 20, 2023, regular City Council meeting.

ADJOURNMENT at 9:40 AM

Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 20, 2023

CLOSED SESSION – Mayor Boyles called the meeting to order at 4:00 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV'T CODE §54956.9(D)(1): -1- MATTER(S)

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

1. Government Tort Claim by Keith Puckett.
2. Charles Mallory (Former Information Technology Systems Director) Claim against the City of El Segundo.

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

PUBLIC EMPLOYMENT (GOV'T CODE § 54957) -1- MATTER(S)

1. City Manager
Performance Review

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -5- MATTER(S)

1. Employee Organizations: Police Management Association (PMA), Professional Support Services Employee Association (PSSEA), City Employees' Association (CEA), and Management Confidential (Unrepresented Employee Group).

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

2. Unrepresented Employee: City Manager
City Negotiator: City Attorney

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:05 PM

ROLL CALL

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

INVOCATION – Pastor Jared McKenna, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS:

1. Introduction of Crime Prevention Analyst, Sirena Boskovich by Chief Jaime Bermudez.

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

Jane Katz, non-resident, commented on pedestrian safety in El Segundo and an incident that occurred in January 2022.

CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager gave an update on the Hyperion Water Reclamation Plant.

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

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

B. CONSENT:

2. Approve Special City Council meeting minutes of May 16, 2023 (Strategic Planning Session) and Regular City Council meeting minutes of June 6, 2023. (Fiscal Impact: None)
3. Approve warrants demand register for May 15 through May 28, 2023, numbers 22B and 22C: warrant numbers 3045670 through 3045829, and 9002929 through 9002931. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$2,683,654.81 (\$1,353,764.25 in check warrants and \$1,329,890.56 in wire warrants))
4. Waive the formal bidding process and approve the following ongoing Service Agreements and Blanket Purchase orders for FY 2023-24 in excess of \$50,000 for various departments;
 1. Authorize the City Manager to execute amendment No. 5861E with Riestler Pacific, Inc. for the City's economic development and hospitality and tourism marketing services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to \$350,000 (General Fund – City Manager's Office - \$275,000; and Chevron Grant Fund - \$75,000)
 2. Authorize the City Manager to execute amendment No. 6062E with Vincent Benjamin Group, LLC to provide on-call temporary staffing services for use by various City departments for an amount not to exceed \$350,000 in FY 2023-24. (General Fund – Various City Departments)
 3. Authorize the City Manager to amend Agreement No. 5346G with Prosum, Inc. to provide project management and technical services for the Information Technology Services Department for an amount not to exceed \$300,000 in FY 2023-24 (General Fund – Information Technology Services).
 4. Authorize staff to continue to purchase gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing for an amount not to exceed \$254,500 in FY 2023-24 (General Fund - \$190,000; Asset Forfeiture Fund - \$13,000; Prop "A" Fund - \$30,000; Water Enterprise Fund - \$12,500; Wastewater Enterprise Fund - \$9,000).
 5. Authorize the City Manager to amend the ongoing Service Agreements with amendment no. 3790W, J. Lee Engineering, amendment no. 4695L JAS Pacific, and amendment No. 5755F with CSG Consultants to provide plan check, inspections services in the amount not to exceed a combined total of \$247,000 in FY 2023-24 (General Fund – Building Safety).

6. Authorize the City Manager to amend Agreement No. 6441C with The Centre for Organization Effectiveness to provide Citywide employee training for a total not to exceed contract amount of \$175,000 in FY 2023-24 (General Fund – Human Resources Department).
7. Authorize the City Manager to amend Agreement No. 3881K with All Cities Management Services, Inc. for ongoing services to provide crossing guard services for the El Segundo School District for an amount not to exceed \$142,750 in FY 2023-24 (General Fund – Finance Administration/ non-departmental).
8. Authorize the City Manager to amend Agreement No. 6063C with JL Group, LLC to perform confidential personnel investigations for a total not to exceed contract amount of \$125,000 in FY 2023-24 (General Fund – Human Resources Department).
9. Authorize the City Manager to amend a professional Service Agreement No. 6423A with Charles Abbot Associates Inc. to provide solid waste and recycling compliance support services for the Public Works Department for an amount not to exceed \$100,000 in FY 2023-24 (General Fund – Public Works/Contractual Services).
10. Authorize the City Manager to amend Agreement No. 6379D with Dennis Grubb and Associates, LLC for professional plan check services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to \$100,000 for FY 2023-24 (General Fund – Fire Department – Fire Prevention Division).
11. Authorize the issuance of a blanket purchase order to Hinderliter De Llamas & Associates (Agreement No. 3313E) to provide professional services related to sales and use tax for an amount not to exceed \$100,000 in FY 2023-24 (General Fund – Finance Department - Business Services Division).
12. Authorize the City Manager to amend Agreement No. 6048C with Koff & Associates to provide human resources consulting services to include classification studies for a total not to exceed contract amount of \$100,000 in FY 2023-24 (General Fund - Human Resources Department).
13. Authorize the issuance of a blanket purchase order to Metron Farnier for an amount not to exceed \$100,000 in total for the purchase of single jet AMR water meters for the City's water system in FY 2023-24 (Water/Wastewater Enterprise Fund).
14. Authorize the City Manager to amend services Agreement No. 6467B with Waterline Technologies, Inc. for the purchase of all pool chemicals needed to maintain the City's recreational aquatic facilities for an amount not to exceed \$100,000 in FY 2023-24 (General Fund – Public Works).

15. Authorize the City Manager to execute an amendment to Agreement No. 6016 with KNB Consulting, LLC. for strategic public relations services and support to the Communications and Economic Development Divisions to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to \$96,000 in FY 2023-24 (General Fund – City Manager – Communications & Economic Development Divisions).
16. Authorize the City Manager to amend Agreement No. 6114B with Norman A. Traub & Associates, LLC for providing public safety pre-employment background investigation services and workplace investigations for the Police Department and Human Resources for an amount not to exceed \$85,000 in FY 2023-24 (General Fund – Police Department and Human Resources).
17. Authorize the issuance of a blanket purchase order to Wittman Enterprises, LLC (Agreement No. 2772C) to provide ambulance transport and fire prevention billing and collection services, and distribution of City notices of privacy practices to the Fire Department for an amount not to exceed \$80,000 for FY 2023-24 (General Fund – Fire Department – Fire Paramedic and Fire Prevention Divisions).
18. Authorize the City Manager to amend Agreement No. 6120B with Four Star Investigations, LLC to conduct administrative investigations for a total not to exceed contract amount of \$75,000 in FY 2023-24 (General Fund – Human Resources Department).
19. Authorize the City Manager to amend Agreement No. 6010C with CrowdStrike, Inc. to provide cybersecurity services and software for an amount not to exceed \$71,500 in FY 2023-24 (General Fund – Information Technology Services).
20. Authorize the issuance of a blanket purchase order to Tyler Technologies/Eden Financial Management Systems (Agreement No. 3516E) for annual software licensing, maintenance, and support for an amount not to exceed \$68,500 in FY 2023-24 (General Fund – Information Technology Services).
21. Authorize the City Manager to amend Agreement No. 3912K with Westchester Medical, Inc. to extend the term to June 30, 2024, and authorize the issuance of a purchase order for professional medical services for an amount not to exceed \$60,000 in FY 2023-24 (General Fund – Fire Department; Police Department & Human Resources).
22. Authorize the issuance of a blanket purchase order to Baker & Taylor Information Services for supplying books and other library materials for an amount not to exceed \$57,509 in FY 2023-24 (General Fund – Recreation, Parks and Library Department).

23. Authorize the issuance of a blanket purchase order to Marc Cohen (Agreement No. 6424) for Medical Director consulting services for the El Segundo Fire Department for an amount not to exceed \$54,000 in FY 2023-24 (General Fund – Fire Department).
 24. Authorize the City Manager, or designee, to execute any agreements, amendments, or other documentation necessary to effectuate the approvals referenced above and described in this report.
 25. Alternatively, discuss and take other action related to this item.
(Fiscal Impact: 3,191,759 included in adopted FY 2023-24 budget)
5. Authorize acceptance of a \$4,765.56 award from the U.S. Department of Justice (USDOJ), Bulletproof Vest Partnership (BVP) Program to support the El Segundo Police Department (ESPD). The purpose of the BVP Program is to reimburse local jurisdictions up to 50 percent of the cost of body armor vests purchased for law enforcement officers. The award is valid from April 1, 2022, to August 31, 2024, authorize acceptance of the Officer Wellness and Mental Health Grant award for \$37,912.46 from the Board of State and Community Corrections (BSCC) to support the ESPD. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources. The award is valid from January 1, 2023, to October 31, 2024, and appropriate USDOJ BVP Program grant and Officer Wellness and Mental Health grant revenues and expenditures for fiscal year 2022-2023, and carry over the unspent balances to fiscal year 2023-2024.
(Fiscal Impact: \$ USDOJ BVP Grant - New projected grant revenue of \$4,765.56 - Revenue Account: 124-300-3101-3788 and New appropriations of \$4,765.56 for vest purchase - Expense Account 124-400-3101-3788
The remaining amount of \$4,734.44 (\$9,500.00 total vest cost deducting grant award) will come from PD general fund account 001-400-3101-4215. No additional appropriation is requested.
Officer Wellness and Mental Health Grant - New grant revenue of \$37,912.46 (received on February 18, 2023) - Revenue Account: 125-300-3101-3777
New appropriations of \$37,912.46 - Expense Account: 125-400-3101-3777))
 6. Accept the Construction of CDBG Project 602294-20 City Hall Public Restrooms ADA Improvements by Corral Construction & Development, Inc and authorize the City Clerk to file a Notice of Completion with the County Recorder's Office. (Project No. PW 21-08)
(Fiscal Impact: \$210,221.50 included in adopted FY 2021-22 budget)
 7. Authorize the City Manager to execute Standard Public Works Construction Contract No. 6685 with Hardy and Harper, Inc. for \$1,635,000 for the award of the FY 2023-24 Pavement Rehabilitation Project, and authorize an additional \$163,500 as contingency funds for potential unforeseen conditions, authorize the City Manager to execute standard Professional Services Agreement No. 6694 with Anser Advisory Management, LLC in the amount of \$81,663 for construction

inspection and testing services and authorize an additional \$8,166 for construction related contingencies, and appropriate \$388,329 from Measure R Fund for FY 2023-24. (Project No. PW 23-01)
(Fiscal Impact: \$ \$1,500,000 included in FY 2023-24 budget and an additional appropriation of \$388,329 from Measure R fund))

8. PULLED BY COUNCIL MEMBER BALDINO
9. Approve the revised classification specification and examination plan for the Fire Engineer position.
(Fiscal Impact: None)
10. PULLED BY COUNCIL MEMBER PIRSZTUK
11. Authorize the City Manager to accept grant funds in the amount of \$30,000 for the California Green Business Network Program and appropriate grant funding of \$30,000 to the CalEPA Green Business Grant Account 125-400-4801-3755 in FY 2022-23.
(Fiscal Impact: New Revenue of \$30,000 CalEPA Green Business Grant (received on 3/14/2023) - Revenue Account 125-300-0000-3755 and New Appropriation of \$30,000 CalEPA Green Business Grant - Expenditure Account 125-400-4801-3755)
12. Adopt Resolution No. 5423 approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Cooperation Agreement No. 6688 effective July 1, 2024 through June 30, 2027 with the County of Los Angeles and authorize the City Manager, or designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority (LACDA), and to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program.
(Fiscal Impact: None)
13. Suspend El Segundo Municipal Code Section 7-6-8 to allow adults over 21 years of age to bring and consume alcohol at Library Park for the Summer Concerts in the Park events for 2023 and 2024.
(Fiscal Impact: None)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux, approving Consent items 2, 3, 4, 5, 6, 7, 9, 11, 12, and 13. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

8. Design and Plans for George Brett Field Restroom Improvements
(Project PW 23-10)
(Fiscal Impact: \$328,000 included in adopted FY 2022-23 budget)

Council Member Baldino pulled the item to highlight it and thank staff for the progress made on the project thus far.

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk adopting Resolution No. 5421 for the design and plans for the George Brett Field Restroom Improvements and authorize staff to advertise the project for construction. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

10. Plan Adoption for City Hall Phase 2 Improvements
(Project PW 23-09)
(Fiscal Impact: \$400,000 included in adopted FY 2023-24 budget)

Council Member Pirsztuk asked questions regarding the item, wanted to make sure this item didn't impact other projects that are also scheduled to begin in the upcoming months.

Mayor Boyles and Council Member Pirsztuk recused themselves to having businesses and homes in the conflict area.

Elias Sassoon, Public Works Director and Barbara Voss, Deputy City Manager answered Council's questions.

Council Discussion

MOTION by Council Member Baldino, SECONDED by Council Member Giroux adopting Resolution No. 5422 plans and specifications for the City Hall Phase 2 Improvements and authorize staff to advertise the project for construction. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 3/0

Mayor Boyles and Council Member Pirsztuk rejoined the dais.

PUBLIC HEARING:

14. Public Hearing for the Adoption of a New Private Instructor Permit Fee and Policy for Instructors Utilizing City Recreation Areas Facilities
(Fiscal Impact: The estimated fiscal impact from the proposed private instruction fee and permit is potential additional revenue for FY 2023-24 of approximately \$20,000)

Mayor Boyles stated this was the time and place for a public hearing regarding the adoption of a new private instructor permit fee and policy for instructors utilizing City recreation areas facilities.

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

Darrell George, City Manager introduced the item.

Aly Mancini, Recreation, Parks, and Library Director gave a presentation.

Public Input: None

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

Council Discussion

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5424

A RESOLUTION AUTHORIZING LIMITED PERMITTED ACTIVITIES IN PUBLIC PARKS AND ESTABLISHING A \$15.00 HOURLY RENTAL FEE FOR THE ACTIVITES.

MOTION by Council Member Baldino, SECONDED by Council Member Giroux adopting Resolution No. 5424. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk approving the private instructor permit policy with amendments requested by Council. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Amendments requested by Council; program to be a 6-month pilot program during which the program is to be evaluated. The item will be brought back to Council at the commencement of 6 months with an update and overview on how the program was received and any issues staff discovered.

STAFF PRESENTATIONS:

15. El Segundo Police Department Overview Presentation and Request for Additional Staffing
(Fiscal Impact: The request for additional staffing will require additional funding at midyear review)

Jaime Bermudez, Police Chief gave a presentation.

Council discussion

Council consensus to receive and file presentation.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk approving the request for additional staffing. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Recessed at 7:41 PM

Reconvened at 7:52 PM

- 16. El Segundo Connect Pilot Transportation Program (Fiscal Impact: The cost of the pilot program is \$98,280. The pilot program will be funded using Proposition A funding which is allocated annually by Los Angeles County)

Ryan Delgado, Recreation Supervisor gave a presentation.

Council discussion

MOTION by Council Member Baldino, SECONDED by Council Member Giroux approving proposed pilot public transportation program for residents, including the associated Agreement No. 6695 with Swoop, Inc. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

- 17. Establish the Communications Coordinator (Part-time) Classification, Adopt Classification Specification and Resolution to Establish the Basic Salary Range (Fiscal Impact: None)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving the establishment of the Communications Coordinator (Part-time) classification and adopting the classification specification for the Communications Coordinator (Part-time). MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5425

A RESOLUTION ESTABLISHING BASIC HOURLY SALARY RANGE FOR A PART TIME JOB CLASSIFICATION

MOTION by Council Member Giroux, SECONDED by Mayor Boyles adopting Resolution No. 5425. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

- 18. Urho Saari Swim Stadium (“The Plunge”) Project Status Update Regarding the Design, Estimated Construction Costs and Schedule (Fiscal Impact: See agenda staff report for details)

Elias Sassoon, Public Works Director introduced the item.

Michael Wahl, Tom Moore with Arcadis, and Dennis Berkshire with Aquatics Design Group gave a presentation.

Council discussion

Council consensus to receive and file the presentation.

19. Memorandum of Understanding Agreement No. 6676 Between the City of El Segundo and the El Segundo Police Support Services Employees' Association and Amendment to the City Contributions for CalPERS Medical Premiums (Fiscal Impact: See agenda staff report for details)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5426

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OR UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES' ASSOCIATION BARGAINING UNIT

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk adopting Resolution No. 5426. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5427

FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 008 EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES' ASSOCIATION

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux adopting Resolution No. 5427. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS:

20. Appointment to the Recreation and Parks Commission

Mayor Boyles announced the appointment of Jeanette Gant to a full-term expiring May 30, 2027 with the Recreation and Parks Commission.

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER – Not present

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Thanked the Recreation and Park staff for a job well-done on the refurbished Teen Center Open House, attended the Juneteenth Celebration at Recreation Park and gave an AB 1216 update.

Council Member Giroux – Attended and gave an update from the Aquatics Subcommittee meeting.

Council Member Pirsztuk – Thanked the Recreation and Park staff for the reimagining of the Teen Center and the recent Open House.

Mayor Pro Tem Pimentel – Added he has heard good reviews on the refurbished Teen Center, attended Metro Board of Governors meetings and mentioned the County will take up the routing on the Green Line on Thursday and will attend the Sanitation meeting on Wednesday if back from his business trip.

Mayor Boyles – Congratulated all those who worked on the Juneteenth event.

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – No report

MEMORIAL – None

Adjourned at 8:52 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JUNE 28, 2023

OPEN SESSION – Mayor Boyles called to order at 3:33 PM

ROLL CALL

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

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

SPECIAL ORDERS OF BUSINESS:

1. Amendments to Contracts with Swoop, Inc., and Lyft for Transportation Services for Fiscal Year 2023-24

Darrell George, City Manager introduced the item.

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

Council Discussion

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk authorizing City Manager to execute Amendment #6620A with Swoop, Inc. to increase the contract amount by \$114,000 and extend the term for one year to expire on June 30, 2024 for beach shuttle and day trips services and authorize City Manager to execute Amendment #6164A with Lyft to increase the contract amount by \$85,000 and extend the term for one year to expire on June 30, 2024, for on-demand transportation services. MOTION PASSED BY A UNANIMOUS VOTE. 4/0

Adjourned at 3:41 PM

Tracy Weaver, City Clerk

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL AND EL SEGUNDO UNIFIED
SCHOOL DISTRICT
WEDNESDAY, JUNE 28, 2023
EXECUTIVE CONFERENCE ROOM
350 MAIN STREET, EL SEGUNDO CA 90245
4:00 PM
(TEAM BUILDING SESSION)

4:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 4:05 PM

ROLL CALL

City Council

Mayor Boyles

Mayor Pro Tem Pimentel @ 4:12 PM

Council Member Pirsztuk

Council Member Giroux

Council Member Baldino

City Clerk Weaver

City Staff

Darrell George, City Manager

Barbara Voss, Deputy City Manager

Jaime Bermudez, Police Chief

Elias Sassoon, Public Works Director

Aly Mancini, Recreation, Parks, and Library Director

School Board Members

Dieema Wheaton, President @ 4:28 PM

Meredith J. Beachly, Vice President

Frank C. Glynn, Clerk

Michael D. Wagner, Member

Tracey I. Miller-Zarneke, Member

ESUSD Staff

Dr. Melissa Moore, Superintendent

Assistant Superintendent, Marisa Janicek

Kimberlie Linz, Chief Business Official

Melissa Gooden, Executive Director of HR

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

Mayor Boyles welcomed everyone and introduced Jamie Douraghy, Executive Coach, Author, and Facilitator.

SPECIAL ORDERS OF BUSINESS:

Tracy Weaver, City Clerk, reminded those in attendance the meeting was strictly a team building exercise and that City and School Board business could not be discussed.

1. Team Building Session between El Segundo City Council and El Segundo Unified School District Leadership

Improving and understanding of key organization objectives, improve communications and improve future service delivery.

2. Team Building Exercise / Presentation Led by Jamie Douraghy, Life Work Integration, Between the City of El Segundo City Council and El Segundo Unified School District Leadership

A collaborative discussion regarding the Strength Finder survey (taken by each attendee prior to the meeting), Clifton Strengths, administered by Gallup.

See attached Power Point Presentation

ADJOURNMENT at 6:00 PM

Tracy Weaver, City Clerk



Engagement Best Practices

Let's identify behaviors that would give this workshop the best outcome:





**Find Focus,
Fight Distraction**

Attention Span

A Groundbreaking Way to
Restore Balance,
Happiness and Productivity

Gloria Mark, PhD

"[A] must-read for anyone concerned about our
diminishing attention."
—Cal Newport, *New York Times* bestselling author

We do so many things automatically when we use our devices—like grabbing our phones, or checking email, news, or social media. We can gain control by becoming intentional in our actions, which means **we need to raise these unconscious actions to a conscious awareness . . .**"

CliftonStrengths

Data Points

- ✓ 33,000,000 *Strengths variables*.
- ✓ 1/250,000 will have the **same top 5** (not in same order)
- ✓ Our top 5 makes us who we are as **individuals**
- ✓ Imagine what you can accomplish when you pair up your Strengths towards a *shared vision!*

30,100,000
People

CliftonStrengths



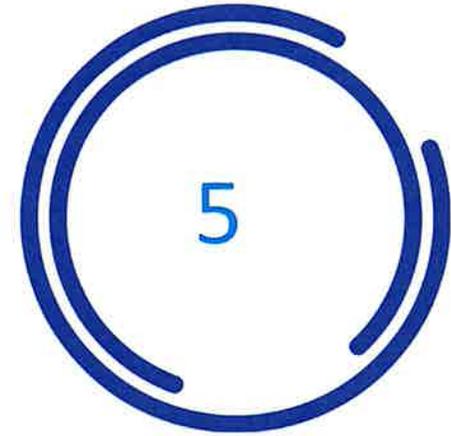
Domains

Where you make your **greatest contribution.**



Talent Themes

Your **natural way** of thinking, feeling or behaving.



Top Strengths

Your ability to provide **consistent performance** in a given activity.

CS Guiding Principles

Themes are neutral
Themes are not labels
Lead with positive intent
Differences are advantages
People need one another

CliftonStrengths 4 Domains

EXECUTING

People with dominant Executing themes make things happen.

INFLUENCING

People with dominant Influencing themes take charge, speak up and make sure others are heard.

RELATIONSHIP BUILDING

People with dominant Relationship Building themes build strong relationships that hold a team together and make it greater than the sum of its parts.

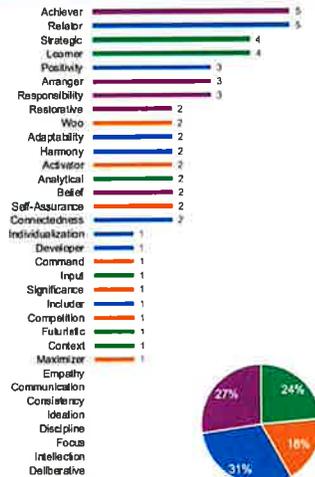
STRATEGIC THINKING

People with dominant Strategic Thinking themes absorb and analyze information that informs better decisions.

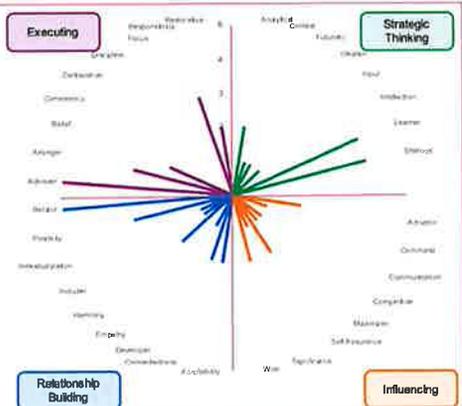
Strengths is about how you are smart
vs.
how smart you are.

Smart teams play to their collective
Strengths.

Team Summary



Aly Mancini
Barbara Voss
Carol Piszczuk
Chris Pimenel
Demit George
Drew Boyles
Elise Sassoon
Jaime bermudez
Lance Giroux
Ryan Baldino
Tracy Weaver

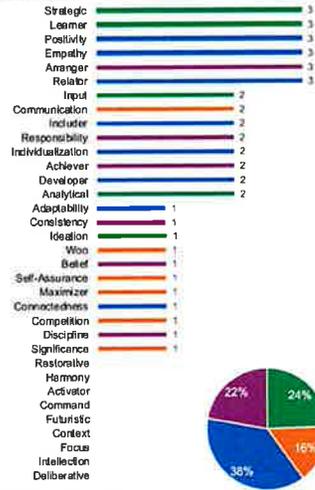


Domains	People	Themes
Strategic Thinking	9	13
Influencing	5	10
Relationship Building	10	17
Executing	9	15

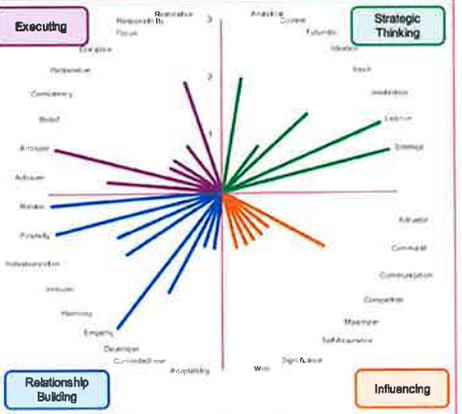
11 People



Team Summary

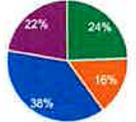


Dianna Wheaton
Frank Gynn
Kimberla Linz
marisa jantook
Melissa Gooden
Melissa Moore
Meredith Beachly
Michael Wagner
Tracy Miller-Zamora



Domains	People	Themes
Strategic Thinking	8	11
Influencing	5	7
Relationship Building	7	17
Executing	5	10

9 People

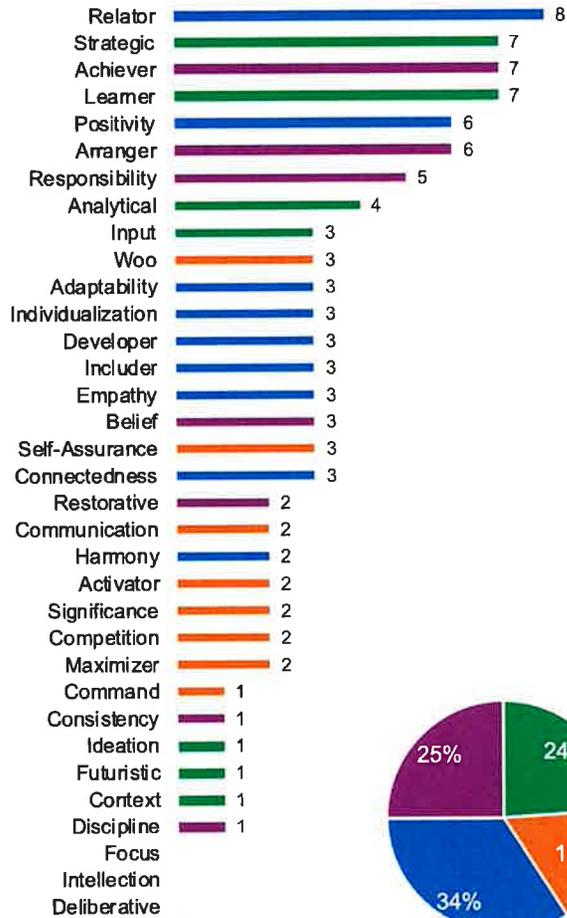


Team Top 5	As a team we bring	As a team we need	As a team we are motivated by
45% Achiever	intensity and stamina of effort	freedom to work at my own pace	completing tasks
45% Relator	social depth and transparency	time and opportunities for one-on-one interactions	close, caring, mutual relationships
36% Strategic	creative anticipation, imagination, persistence	freedom to make mid-course corrections	seeing a way when others assume there is no way
36% Learner	a learning perspective	exposure to new information and experiences	to live on the frontier/the cutting edge
27% Positivity	contagious energy and enthusiasm	freedom to experience the joy and drama of life	living life to its fullest

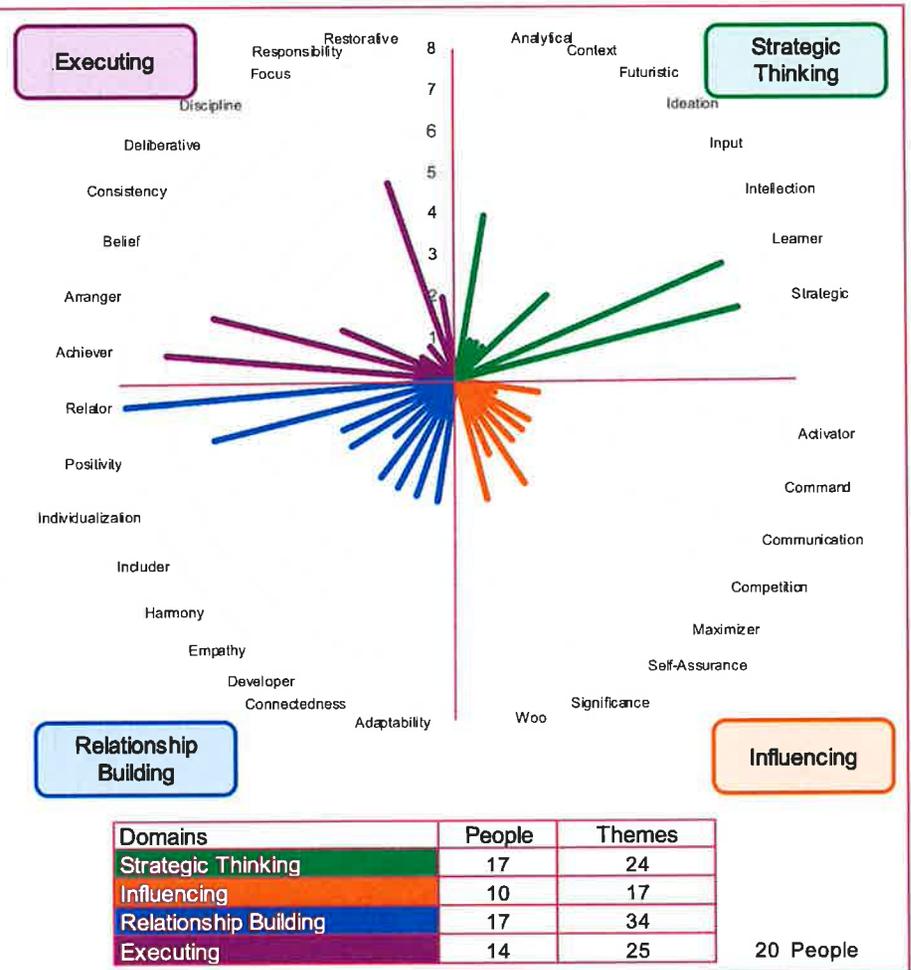
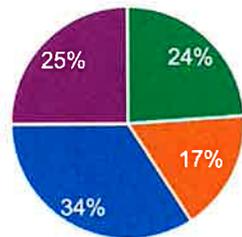
Team Top 5	As a team we bring	As a team we need	As a team we are motivated by
33% Strategic	creative anticipation, imagination, persistence	freedom to make mid-course corrections	seeing a way when others assume there is no way
33% Learner	a learning perspective	exposure to new information and experiences	to live on the frontier/the cutting edge
33% Positivity	contagious energy and enthusiasm	freedom to experience the joy and drama of life	living life to its fullest
33% Empathy	emotional intelligence	freedom to laugh, cry, vent	the gladness, sadness, madness of humanity
33% Arranger	flexibility and interactivity	a dynamic environment	initiating and managing necessary change

Representing the Top 5 Themes

Team Summary

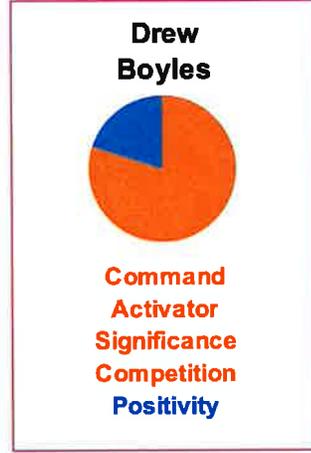
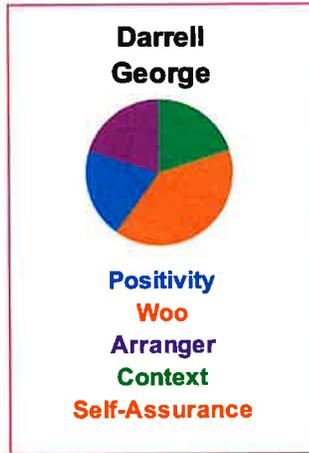


Aly Mancini
 Barbara Voss
 Carol Pirsztuk
 Chris Pimentel
 Darrell George
 Diemna Wheaton
 Drew Boyles
 Elias Sassoon
 Frank Glynn
 jaime bermudez
 Kimberlie Linz
 Lance Giroux
 marisa janicek
 Melissa Gooden
 Melissa Moore
 Meredith Beachly
 Michael Wagner
 Ryan Baldino
 Tracey Miller-Zameke
 Tracy Weaver



Team Top 5	As a team we bring	As a team we need	As a team we are motivated by
40% Relator	social depth and transparency	time and opportunities for one-on-one interactions	close, caring, mutual relationships
35% Strategic	creative anticipation, imagination, persistence	freedom to make mid-course corrections	seeing a way when others assume there is no way
35% Achiever	intensity and stamina of effort	freedom to work at my own pace	completing tasks
35% Learner	a learning perspective	exposure to new information and experiences	to live on the frontier/the cutting edge
30% Positivity	contagious energy and enthusiasm	freedom to experience the joy and drama of life	living life to its fullest

Representing the Top 5 Themes

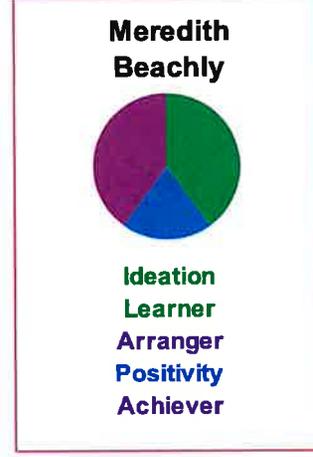
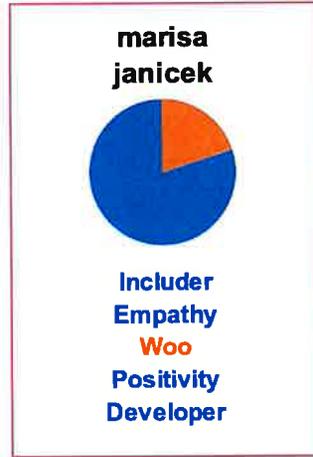


Strategic Thinking

Influencing

Relationship Building

Executing

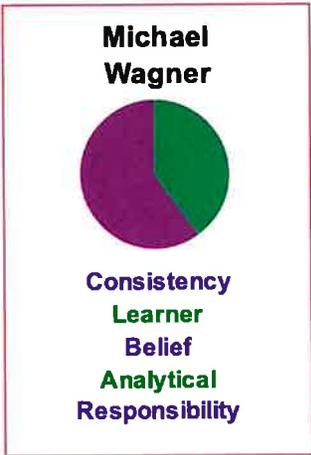


Strategic Thinking

Influencing

Relationship Building

Executing



Strategic Thinking

Influencing

Relationship Building

Executing



Team Strengths Grid

	Strategic Thinking								Influencing							Relationship Building							Executing																
	24% 17 People 24								17% 10 People 17							34% 17 People 34							25% 14 People 25																
	Analytical	Context	Futuristic	Ideation	Input	Intellelection	Learner	Strategic	Activator	Command	Communication	Competition	Maximizer	Self-Assurance	Significance	Woo	Adaptability	Connectedness	Developer	Empathy	Harmony	Includer	Individualization	Positivity	Relator	Achiever	Arranger	Belief	Consistency	Deliberative	Discipline	Focus	Responsibility	Restorative					
20 People	4	1	1	1	3	0	7	7	2	1	2	2	2	3	2	3	3	3	3	3	2	3	3	6	8	7	6	3	1	0	1	0	5	2					
Name																																							
Melissa Moore					1			3							5								2					4											
Ryan Baldino	4												5								2					1	3												
Meredith Beachly				1			2																	4			5	3											
jaime bermudez						4																				5	2		3							1			
Drew Boyles									2	1		4			3											5													
Darrell George		4												5	2										1			3											
Lance Giroux							2							3			4									5											1		
Frank Glynn						2											1		3			4				5													
Melissa Gooden							1						3							5						2		4											
marisa janicek															3				5	2		1			4														
Kimberlie Linz							1				2	4		3		3							5																
Aly Mancini							2	5	5									4							1														
Tracey Miller-Zameke					1													4			3				2	5													
Chris Pimentel	4						3																				1	5									2		
Carol Pirsztuk			4					2															1		5		3												
Elias Sassoon							3													5	4					2												1	
Barbara Voss					2		4	5																	3	1													
Michael Wagner	4						2																														5		
Tracy Weaver																	3	4	1																		5		
Diemma Wheaton	5										2															3								4			1		

Theme Contributions and Needs
Jamie Douraghy

	I Bring This is what I can contribute (The value I add)	I Need This is what I need (My Energizers)
Belief	<p>A service orientation. A sense of trustworthiness, Dependability and high ethics. Stability, clarity and conviction. A willingness to make sacrifices for things that are important.</p>	<p>Alignment between my work and my values. A cause or purpose for which to strive. A meaningful place to focus my drive and direction.</p>
Context	<p>An understanding of the link between the past and the future, An appreciation of predecessors and prior events - looks backwards to solve a problem. Accurate memories and valuable memorabilia. Relevant information for decision-making.</p>	<p>Time to orient to the present. Opportunities to ask questions. An understanding of the history in order to proceed. Chances to explain the thinking behind my actions. Relevant background information for discussions and decisions.</p>
Developer	<p>A desire to help others grow. Patience with the inexperienced. An awareness of improvements in others. A commitment (time and energy) in helping others improve.</p>	<p>Someone to invest in. Interactions with others. Freedom to encourage others' development. Opportunities to recognize and praise others.</p>
Positivity	<p>Resilience in the face of failure. A contagious energy and enthusiasm that will give any dark cloud a silver lining. A fun-loving spirit that can get others excited.</p>	<p>Interactions with others to share a positive perspective. Chances to encourage others. Freedom to experience the joy and drama of life. Opportunities to celebrate the success of others.</p>
Reliator	<p>Social depth and transparency. Informality that sets others at ease. Solid, genuine, and mutually rewarding relationships that foster trust. An ability to work hard with friends to achieve goals.</p>	<p>Opportunities for one on one interactions. Time to learn about the goals of others. Outlets to learn about the talents and strengths of those around me. Opportunities to form meaningful, close relationships with colleagues. People to be valued over processes.</p>

Themes 1 - 5

Prepared by Jamie Douraghy - @feworkintegration

Reflect
 Highlight
 Share

The most effective teams have clear and compelling performance goals and outcomes. To maximize team performance, every member must:

Be CONNECTED to a COMMON PURPOSE

COMMUNICATE with everyone effectively

COLLABORATE to find best methods to work together & leverage resources

CELEBRATE individual strengths and team successes

Source: Gallup

Successful Leaders Will



Recognize

talents of others
build on them to develop
individual strengths.



Understand

what team members
need to be successful
and productive.



Connect

the dots to.....



Create

ways to maximize talent
within people to achieve
their tasks.

5 Truths of Strong Teams

- 1) Strong teams focus on results instead of conflict
- 2) Do what's best for the organization and move forward
- 3) Have equal importance to work life and personal life
- 4) Embrace diversity
- 5) Are magnets for talent

Source: Gallup

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
MONDAY, JULY 10, 2023
3:00 PM

CALL TO ORDER – Mayor Boyles called the meeting to order at 3:01 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

1. Conduct Planning Commission and Arts and Culture Advisory Committee Interviews

Council conducted interviews and re-appointed Kevin Maggay to the Planning Commission to a full-term expiring June 30, 2027, appointed David Bart, Michael Schepps, Robert Goodwin and re-appointed Jane Burrell, Joan Palmer and Brian Mitchell to the Arts and Culture Advisory Committee to a full term expiring June 30, 2026 and appointed Barbara Yataba and re-appointed Kristie Sherrill to the Library Board of Trustees to a full term expiring June 30, 2026.

Council will announce the appointments at the 6:00 PM, August 15, 2023, regular City Council meeting.

ADJOURNMENT at 4:31 PM

Lili Sandoval, Deputy City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JULY 12, 2023
11 AM
CLOSED SESSION

CALL TO ORDER – Mayor Boyles called the meeting to order at 11:00 AM

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present 11:08AM
Council Member Giroux	-	Present
Council Member Baldino	-	Present

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

CLOSED SESSION:

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

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

1. People of the State of California, acting by and through the Department of Transportation v. Raedeke, et al., Los Angeles Superior Court Case No. 23STCV07574

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

1. Mark Harrison (Former Fire Captain) v. City of El Segundo (Workers' Compensation Claim)
2. Glenn Delmendo (Retired Police Captain) v. City of El Segundo (Workers' Compensation Claim)

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -2- matters

1. Employee Organizations: City Employee's Association (CEA), Management Confidential
(Unrepresented Employee Group)

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

ADJOURNMENT at 12:05PM

Lili Sandoval, Deputy City Clerk



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.3

TITLE:

Warrant Demand Register for May 29, 2023 through July 9, 2023

RECOMMENDATION:

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 23A, 23B, 24A, 24B, 25A (Fiscal Year 2022-2023) and 1A (Fiscal Year 2023-2024): warrant numbers 3045830 through 3046504, and 9002932 through 9002988. **Checks 3046166, and 3046285-3046301 are replaced checks which are not placed on normal warrant register cycle.
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 2022-2023 and FY 2023-2024 Adopted Budget. The total of \$16,693,165.36 (\$3,705,009.94 in check warrants and \$12,988,155.42 in wire warrants) are for demands drawn on the FY 2022-2023 and the total of \$648,639.76 (\$451,759.54 in check warrants and \$196,880.22 in wire warrants) are for demands drawn on the FY 2023-2024 Budget.

BACKGROUND:

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

Warrant Demand Register

August 15, 2023

Page 2 of 2

but may be presented to the City Council at the first meeting after delivery.

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

DISCUSSION:

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 23a - summary
2. Register 23b - summary
3. Register 24a - summary
4. Register 24b - summary
5. Register 25a - summary
6. Retister 1a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3045830 - 3045945

DATE OF APPROVAL: AS OF 6/20/2023

REGISTER # 23a

001	GENERAL FUND	355,868.01
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	5,401.56
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	3,309.78
110	MEASURE "R"	190,000.00
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	12,135.75
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	17.54
127	MEASURE "M"	331,167.45
128	SB-1	316,872.50
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	275.00
132	MEASURE "S"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	150,393.14
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	37,894.09
502	WASTEWATER FUND	130.50
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
501	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	2,718.80
603	WORKERS COMP. RESERVE/INSURANCE	819.40
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	387.62
704	CULTURAL DEVELOPMENT	488.50
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 1,407,879.84</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

INTERIM CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: 6/19/23

DATE:

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: Stale dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

Diran M...

[Signature]
6-12-23

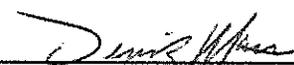
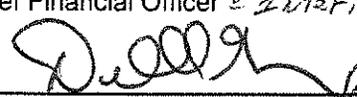
**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 5/29/23 THROUGH 6/04/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
5/31/2023	Unum	180.90	Long Term Care Premium - March 2023
6/2/2023	Cal Pers	66,228.22	EFT Retirement Safety Police Classic - 1st Tier 28
6/2/2023	Cal Pers	53,591.84	EFT Retirement Misc - PEPRA New 26013
6/2/2023	Cal Pers	49,287.29	EFT Retirement Safety Fire- Classic 30168
6/2/2023	Cal Pers	32,220.12	EFT Retirement Misc - Classic 27
6/2/2023	Cal Pers	31,485.83	EFT Retirement Safety-Police-PEPRA New 25021
6/2/2023	Cal Pers	14,122.66	EFT Retirement Safety-Fire-PEPRA New 25020
6/2/2023	Cal Pers	8,629.14	EFT Retirement Sfty Police Classic-2nd Tier 30169
5/07/23-5/13/23	Workers Comp Activity	59,848.72	SCRMA checks issued
5/14/23-5/20/23	Workers Comp Activity	48,990.79	SCRMA checks issued
5/07/23-5/13/23	Liability Trust - Claims	44,601.90	Claim checks issued/(voided)
5/14/23-5/20/23	Liability Trust - Claims	-	Claim checks issued/(voided)
5/07/23-5/13/23	Retiree Health Insurance	-	Health Reimbursement checks issued
5/14/23-5/20/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>409,187.41</u>	

**DATE OF RATIFICATION: 6/2/23
 TOTAL PAYMENTS BY WIRE:**

409,187.41

Certified as to the accuracy of the wire transfers by:

	<u>6/2/23</u>
Treasury & Customer Services Manager	Date
	<u>6/9/23</u>
Chief Financial Officer <i>Interim 6/9/23</i>	Date
	<u>6-12-23</u>
City Manager	Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 6/20/2023
REGISTER # 23a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	97.90
1300	City Clerk	592.24
2101	City Manager	314.78
2102	Communications	
2103	El Segundo Media	243.90
2201	City Attorney	11,955.65
2401	Economic Development	34,572.18
2402	Planning	17,639.24
2405	Human and Health Services	
2500	Administrative Services	97,347.80
2601	Government Buildings	4,761.78
2900	Nondepartmental	35,427.84
6100	Library	17,887.98
		220,841.29
PUBLIC SAFETY		
3100	Police	21,249.59
3200	Fire	6,834.55
2403	Building Safety	11,204.88
2404	Ping/Bldg Sfty Administration	512.74
		39,801.76
PUBLIC WORKS		
4101	Engineering	157.96
4200	Streets/Park Maintenance	5,400.00
4300	Wastewater	
4601	Equipment Maintenance	6,337.82
4801	Administration	
		11,895.78
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	28,965.52
5400	Centennial	
		28,965.52
EXPENDITURES		
	CAPITAL IMPROVEMENT	156,399.03
	ALL OTHER ACCOUNTS	949,976.26
	TOTAL WARRANTS	1,407,879.64

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3045946 - 3046065
9002932 - 9002957

DATE OF APPROVAL: AS OF 6/20/2023

REGISTER # 23b

001	GENERAL FUND	305,378.87
003	EXPENDABLE TRUST FUND - OTHER	2,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	9,430.13
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,400.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	900.00
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	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	3,200.00
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	634.50
127	MEASURE "M"	7,990.00
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	1,540.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	24,330.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	3,688.36
502	WASTEWATER FUND	2,851.84
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	11.58
603	WORKERS COMP. RESERVE/INSURANCE	64.78
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	19.67
704	CULTURAL DEVELOPMENT	1,522.18
708	OUTSIDE SERVICES TRUST	390.00

TOTAL WARRANTS \$ 374,372.01

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

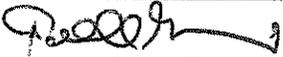
INTERIM CHIEF FINANCIAL OFFICER



DATE:

6/14/23

CITY MANAGER


6-19-23

DATE:

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: State dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 6/05/23 THROUGH 6/11/23**

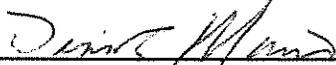
<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/9/2023	Cal Pers	614,666.79	EFT Health Insurance Payment
6/9/2023	Mission Square	65,122.65	457 payment Vantagepoint
6/9/2023	Mission Square	1,038.46	401(a) payment Vantagepoint
6/9/2023	Mission Square	2,483.10	401(a) payment Vantagepoint
6/9/2023	Mission Square	100.00	IRA payment Vantagepoint
6/9/2023	ExpertPay	2,720.76	EFT Child support payment
5/21/23-5/27/23	Workers Comp Activity	25,283.43	SCRMA checks issued
5/28/23-6/03/23	Workers Comp Activity	28,310.04	SCRMA checks issued
5/21/23-5/27/23	Liability Trust - Claims	66,256.53	Claim checks issued/(voided)
5/28/23-6/03/23	Liability Trust - Claims	-	Claim checks issued/(voided)
5/21/23-5/27/23	Retiree Health Insurance	-	Health Reimbursement checks issued
5/28/23-6/03/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>805,981.76</u>	

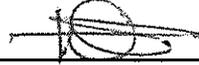
DATE OF RATIFICATION: 6/13/23

TOTAL PAYMENTS BY WIRE:

805,981.76

Certified as to the accuracy of the wire transfers by:

 6/13/23
 Treasury & Customer Services Manager Date

 6/14/23
 Chief Financial Officer Date

 6-9-23
 City Manager Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 6/20/2023
REGISTER # 23b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	595.75
1201	City Treasurer	270.00
1300	City Clerk	598.00
2101	City Manager	2,283.16
2102	Communications	170.82
2103	El Segundo Media	1,559.52
2201	City Attorney	
2401	Economic Development	827.63
2402	Planning	6,148.75
2405	Human and Health Services	1,720.00
2500	Administrative Services	67,158.24
2601	Government Buildings	21,868.59
2900	Nondepartmental	
6100	Library	8,007.08
		111,207.54
PUBLIC SAFETY		
3100	Police	20,044.10
3200	Fire	25,010.33
2403	Building Safety	(59.85)
2404	Plng/Bldg Sfty Administration	1,589.26
		46,583.84
PUBLIC WORKS		
4101	Engineering	21,497.16
4200	Streets/Park Maintenance	36,790.10
4300	Wastewater	338.91
4601	Equipment Maintenance	671.91
4801	Administration	200.00
		59,498.08
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	60,910.65
5400	Centennial	
		60,910.65
EXPENDITURES		
CAPITAL IMPROVEMENT		24,330.00
ALL OTHER ACCOUNTS		71,841.90
TOTAL WARRANTS		374,372.01

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3046066 - 3046165
9002958 - 9002958

DATE OF APPROVAL: AS OF 7/4/2023

REGISTER # 24a

001	GENERAL FUND	420,072.35
003	EXPENDABLE TRUST FUND - OTHER	1,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	12,933.75
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	250.00
110	MEASURE "R"	64,488.75
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	80.00
114	PROP "C" TRANSPORTATION	4,252.50
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	1,195.60
118	TDA ARTICLE 3 - SB 621 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	3,017.29
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	6.27
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	8,447.07
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	37,328.42
502	WASTEWATER FUND	1,869.31
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	104,305.30
602	LIABILITY INSURANCE	0.97
603	WORKERS COMP. RESERVE/INSURANCE	2.09
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	366.89
704	CULTURAL DEVELOPMENT	5,945.36
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 668,452.34</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

INTERIM CHIEF FINANCIAL OFFICER

Diana M. Mariani
on Behalf of CFO

DATE: 6/20/23

CITY MANAGER

D. W. [Signature]
6-22-23

DATE:

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: Stale dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 6/12/23 THROUGH 6/18/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/12/2023	IRS	277,310.05	Federal 941 Deposit
6/12/2023	Employment Development	4,168.72	State SDI payment
6/12/2023	Employment Development	63,065.70	State PIT Withholding
6/12/2023	West Basin	2,029,254.24	H2O payment
6/15/2023	Cal Pers	58,269.55	EFT Retirement Safety Police Classic - 1st Tier 28
6/15/2023	Cal Pers	53,697.54	EFT Retirement Misc - PEPRA New 26013
6/15/2023	Cal Pers	49,387.46	EFT Retirement Safety Fire- Classic 30168
6/15/2023	Cal Pers	26,943.39	EFT Retirement Safety-Police-PEPRA New 25021
6/15/2023	Cal Pers	31,646.99	EFT Retirement Misc - Classic 27
6/15/2023	Cal Pers	14,214.58	EFT Retirement Safety-Fire-PEPRA New 25020
6/15/2023	Cal Pers	7,995.95	EFT Retirement Sfty Police Classic-2nd Tier 30169
6/04/23-6/10/23	Workers Comp Activity	126,802.04	SCRMA checks issued
6/04/23-6/10/23	Liability Trust - Claims	5,054.13	Claim checks issued/(voided)
6/04/23-6/10/23	Retiree Health Insurance	9,838.35	Health Reimbursement checks issued
		<u>2,757,648.69</u>	

**DATE OF RATIFICATION: 6/16/23
 TOTAL PAYMENTS BY WIRE:**

2,757,648.69

Certified as to the accuracy of the wire transfers by:

 6/16/23
 Treasury & Customer Services Manager Date

 6/22/23
 Chief Financial Officer - on Behalf of CFD Date

 6-22-23
 City Manager Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/4/2023
REGISTER # 24a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	550.00
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	226.11
2102	Communications	3,583.00
2103	El Segundo Media	1,804.34
2201	City Attorney	144,074.00
2401	Economic Development	6,652.20
2402	Planning	
2405	Human and Health Services	1,034.00
2500	Administrative Services	34,864.06
2601	Government Buildings	55,154.33
2900	Nondepartmental	1,238.22
6100	Library	9,637.93
		<hr/> 258,818.19
PUBLIC SAFETY		
3100	Police	18,507.15
3200	Fire	13,115.04
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	
		<hr/> 31,622.19
PUBLIC WORKS		
4101	Engineering	3,279.24
4200	Streets/Park Maintenance	52,796.11
4300	Wastewater	2,364.61
4601	Equipment Maintenance	91.78
4801	Administration	
		<hr/> 58,531.74
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	48,311.12
5400	Centennial	465.16
		<hr/> 48,776.28
EXPENDITURES		
	CAPITAL IMPROVEMENT	8,447.07
	ALL OTHER ACCOUNTS	262,256.87
	TOTAL WARRANTS	<hr/> <hr/> 668,452.34

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3046167 - 3046284
9002959 - 9002959

DATE OF APPROVAL: AS OF 7/4/2023

REGISTER # 24b

001	GENERAL FUND	534,250.02
003	EXPENDABLE TRUST FUND - OTHER	5,000.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	13,018.26
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,277.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	4,491.59
114	PROP "C" TRANSPORTATION	2,900.00
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	62.67
118	TDA ARTICLE 3 - SB 621 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	13,748.15
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	8,212.49
124	FEDERAL GRANTS	-
125	STATE GRANT	16.54
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,300.12
127	MEASURE "M"	-
128	SB-1	-
128	CERTIFIED ACCESS SPECIALIST PROGRAM	3.80
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	650.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	6,820.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	15,103.81
502	WASTEWATER FUND	46,501.96
503	GOLF COURSE FUND	44.00
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	425.73
603	WORKERS COMP. RESERVE/INSURANCE	1,637.57
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	4,000.00
704	CULTURAL DEVELOPMENT	5,978.67
708	OUTSIDE SERVICES TRUST	-

TOTAL WARRANTS \$ 666,642.60

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

INTERIM CHIEF FINANCIAL OFFICER

DATE: 6/27/23

Daniel Moreno
on behalf of CFO

CITY MANAGER

DATE:

Daniel Moreno
6-28-23

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: State dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/4/2023
REGISTER # 24b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,503.11
1201	City Treasurer	804.93
1300	City Clerk	92.56
2101	City Manager	11,349.41
2102	Communications	3,757.98
2103	El Segundo Media	4.40
2201	City Attorney	
2401	Economic Development	4,987.49
2402	Planning	1,459.05
2405	Human and Health Services	2,653.56
2500	Administrative Services	201,992.17
2601	Government Buildings	12,983.10
2900	Nondepartmental	17,192.35
6100	Library	6,309.98
		<hr/> 265,090.09
PUBLIC SAFETY		
3100	Police	28,413.44
3200	Fire	13,204.66
2403	Building Safety	1,217.42
2404	Plng/Bldg Sfty Administration	650.98
		<hr/> 43,486.50
PUBLIC WORKS		
4101	Engineering	11,657.03
4200	Streets/Park Maintenance	3,325.31
4300	Wastewater	2,147.76
4601	Equipment Maintenance	8,757.18
4801	Administration	234.25
		<hr/> 26,121.53
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	23,220.98
5400	Centennial	
		<hr/> 23,220.98
EXPENDITURES		
CAPITAL IMPROVEMENT		6,820.00
ALL OTHER ACCOUNTS		301,903.50
TOTAL WARRANTS		<hr/> <hr/> 666,642.60

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3046302 - 3046408
9002950 - 9002963

DATE OF APPROVAL: AS OF 7/18/2023

REGISTER # 25a

001	GENERAL FUND	489,399.33
603	EXPENDABLE TRUST FUND - OTHER	4,456.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	6,429.64
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	7,974.36
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	2,349.65
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	14,448.10
124	FEDERAL GRANTS	-
125	STATE GRANT	9.61
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	8,761.25
127	MEASURE "M"	876.15
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	8,765.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	12,423.08
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	3,024.78
502	WASTEWATER FUND	18,898.86
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	4,364.44
602	LIABILITY INSURANCE	817.73
603	WORKERS COMP. RESERVE/INSURANCE	785.06
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	3,742.40
704	CULTURAL DEVELOPMENT	157.71
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 587,663.35</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

INTERIM CHIEF FINANCIAL OFFICER

DATE: 7/15/23

CITY MANAGER

DATE:

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: State dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

[Signature]
7-6-23

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 6/26/23 THROUGH 6/30/23**

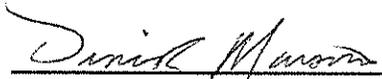
<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/26/2023	IRS	283,159.02	Federal 941 Deposit
6/26/2023	Employment Development	4,170.67	State SDI payment
6/26/2023	Employment Development	65,373.50	State PIT Withholding
6/26/2023	US Bank	8,251,304.57	Pension Obligation Bond Principal and Interest Payment
6/28/2023	Cal Pers	63,384.61	EFT Retirement Safety Police Classic - 1st Tier 28
6/28/2023	Cal Pers	54,509.66	EFT Retirement Misc - PEPRA New 26013
6/28/2023	Cal Pers	47,686.37	EFT Retirement Safety Fire- Classic 30168
6/28/2023	Cal Pers	32,008.92	EFT Retirement Safety-Police-PEPRA New 25021
6/28/2023	Cal Pers	31,555.80	EFT Retirement Misc - Classic 27
6/28/2023	Cal Pers	14,480.56	EFT Retirement Safety-Fire-PEPRA New 25020
6/28/2023	Cal Pers	8,512.90	EFT Retirement Sfty Police Classic-2nd Tier 30169
6/29/2023	IRS	25.99	Federal 941 Deposit
6/19/23-6/25/23	Workers Comp Activity	33,615.49	SCRMA checks issued
6/19/23-6/25/23	Liability Trust - Claims	-	Claim checks issued/(voided)
6/19/23-6/25/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>8,889,788.06</u>	

DATE OF RATIFICATION: 6/30/23

TOTAL PAYMENTS BY WIRE:

8,889,788.06

Certified as to the accuracy of the wire transfers by:

	<u>6/30/23</u>
Treasury & Customer Services Manager	Date
	<u>7/5/23</u>
Chief Financial Officer	Date
	<u>7-6-23</u>
City Manager	Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/18/2023
REGISTER # 25a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	(85.53)
1201	City Treasurer	8,147.93
1300	City Clerk	817.84
2101	City Manager	20,840.05
2102	Communications	10.98
2103	El Segundo Media	862.76
2201	City Attorney	89,539.50
2401	Economic Development	10,046.88
2402	Planning	9,209.32
2405	Human and Health Services	5,160.00
2500	Administrative Services	101,670.88
2601	Government Buildings	37,761.38
2900	Nondepartmental	8,696.55
6100	Library	13,942.75
		<hr/> 306,621.29
PUBLIC SAFETY		
3100	Police	55,832.83
3200	Fire	29,585.01
2403	Building Safety	3,847.98
2404	Plng/Bldg Sfty Administration	846.59
		<hr/> 90,112.41
PUBLIC WORKS		
4101	Engineering	7,295.00
4200	Streets/Park Maintenance	947.83
4300	Wastewater	594.42
4601	Equipment Maintenance	2,285.06
4801	Administration	
		<hr/> 11,122.31
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	9,839.22
5400	Centennial	1,435.41
		<hr/> 11,274.63
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		168,532.71
TOTAL WARRANTS		
		<hr/> <hr/> 587,663.35

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3046409 -	3046504		
9002964 -	9002988		
	001	GENERAL FUND	276,742.03
	003	EXPENDABLE TRUST FUND - OTHER	-
	104	TRAFFIC SAFETY FUND	-
	106	STATE GAS TAX FUND	9,480.00
	108	ASSOCIATED RECREATION ACTIVITIES FUND	-
	109	ASSET FORFEITURE FUND	446.75
	111	COMM. DEVEL. BLOCK GRANT	-
	112	PROP "A" TRANSPORTATION	1,267.50
	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	(406.14)
	126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	380.00
	127	MEASURE "M"	-
	128	SB-1	-
	129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
	130	AFFORDABLE HOUSING	-
	131	COUNTY STORM WATER PROGRAM	-
	132	MEASURE "B"	-
	301	CAPITAL IMPROVEMENT FUND	65,276.25
	302	INFRASTRUCTURE REPLACEMENT FUND	-
	405	FACILITIES MAINTENANCE	-
	501	WATER UTILITY FUND	31,820.05
	502	WASTEWATER FUND	45,230.99
	503	GOLF COURSE FUND	-
	505	SOLID WASTE FUND	-
	601	EQUIPMENT REPLACEMENT	-
	602	LIABILITY INSURANCE	-
	603	WORKERS COMP. RESERVE/INSURANCE	1,264.76
	701	RETIRED EMP. INSURANCE	-
	702	EXPENDABLE TRUST FUND - DEVELOPER FEES	1,288.00
	704	EXPENDABLE TRUST FUND - OTHER	-
	708	OUTSIDE SERVICES TRUST	-
		TOTAL WARRANTS	<u>\$ 451,759.54</u>

DATE OF APPROVAL: AS OF 7/13/23

REGISTER # 1

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

INTERIM FINANCE DIRECTOR

DATE:

7/11/23

Diana M...
Acting CFO

CITY MANAGER

DATE:

[Signature]
7-13-23

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 7/01/23 THROUGH 7/09/23**

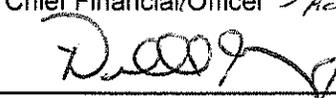
<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/3/2023	Unum	180.90	Long Term Care Premium - July 2023
7/3/2023	Pitney Bowes	10,000.00	Postage for City Hall
7/7/2023	Mission Square	64,953.44	457 payment Vantagepoint
7/7/2023	Mission Square	1,038.46	401(a) payment Vantagepoint
7/7/2023	Mission Square	2,483.10	401(a) payment Vantagepoint
7/7/2023	Mission Square	100.00	IRA payment Vantagepoint
7/7/2023	ExpertPay	2,674.60	EFT Child support payment
6/26/23-6/30/23	Workers Comp Activity	62,341.93	SCRMA checks issued
6/26/23-6/30/23	Liability Trust - Claims	43,249.80	Claim checks issued/(voided)
6/26/23-6/30/23	Retiree Health Insurance	9,857.99	Health Reimbursement checks issued
		<u>196,880.22</u>	

DATE OF RATIFICATION: 7/07/23

TOTAL PAYMENTS BY WIRE:

196,880.22

Certified as to the accuracy of the wire transfers by:

	<u>7/7/23</u>
Treasury & Customer Services Manager	Date
	<u>7/11/23</u>
Chief Financial Officer - Acting CFO	Date
	<u>7-13-23</u>
City Manager	Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/18/23
REGISTER # 1

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	2,190.53
1201	City Treasurer	489.00
1300	City Clerk	1,058.43
2101	City Manager	11,396.58
2102	Communications	4,080.00
2103	El Segundo Media	1,767.93
2201	City Attorney	
2401	Economic Development	3,389.22
2402	Planning	10,500.26
2405	Human and Health Services	1,084.00
2500	Administrative Services	19,639.93
2601	Government Buildings	2,956.06
2900	Nondepartmental	1,153.00
6100	Library	4,732.59
		<hr/> 64,437.53
PUBLIC SAFETY		
3100	Police	20,086.24
3200	Fire	13,437.72
2403	Building Safety	2,403.11
2404	Plng/Bldg Sfty Administration	160.00
		<hr/> 36,087.07
PUBLIC WORKS		
4101	Engineering	33,055.64
4200	Streets	17,581.85
4300	Wastewater	1,446.75
4601	Equipment Maintenance	140.00
4801	Administration	200.00
		<hr/> 52,424.24
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	37,027.25
5400	Centennial	10,181.99
		<hr/> 47,209.24
EXPENDITURES		
	CAPITAL IMPROVEMENT	65,276.25
	ALL OTHER ACCOUNTS	186,325.21
	TOTAL WARRANTS	<hr/> <hr/> 451,759.54



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.4

TITLE:

SB 1205 State Mandated Fire Inspection Compliance Report

RECOMMENDATION:

1. Adopt the proposed Resolution acknowledging receipt of the El Segundo Fire Department's annual inspection compliance report, as required by California Health and Safety Code §§ 13146.2 and 13146.3.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

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

BACKGROUND:

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

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

SB 1205 State Mandated Fire Department Building Inspection Compliance

August 15, 2023

Page 2 of 3

standards pursuant to § 13146.2 and 13146.3 of the California Health and Safety Code. SB 1205 requires fire departments to report annually to their administering authorities that these mandatory inspections have been conducted by resolution or similar format.

DISCUSSION:

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

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

El Segundo Fire Department ("ESFD") has an annual inspection program that is designed to meet and exceed the state's annual inspection requirements. For fiscal year 2022-2023, Group E (Educational Occupancies) had 17 of 20 buildings, structures, and/or facilities that were inspected. In Group R (Residential Occupancies), 315 of 529 occupancies were inspected. Occupancy Group E achieved a compliance rate of 85% and Occupancy Group R achieved a compliance rate of 59.55%.

ESFD's plan to gain compliance includes:

1. Additional hire of inspector (start date 5/10/23).
2. Redistribution of workload to include newly hired inspector as well as existing part-time and full-time inspectors for state-mandated inspections.
3. Fire suppression crews to conduct and prioritize state-mandated Occupancy Group R inspections.
4. Hire Fire Prevention Trainee to assist with state-mandated inspections.

The fire department projects to gain compliance by 06/31/2024.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:

Nicole Pesqueira, Fire Marshal

REVIEWED BY:

SB 1205 State Mandated Fire Department Building Inspection Compliance
August 15, 2023
Page 3 of 3

Robert Espinosa, Interim Fire Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. SB 1205 Draft Resolution 2023

RESOLUTION NO. _____.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA TO RECEIVE AND FILE A REPORT MADE BY THE FIRE CHIEF OF THE EL SEGUNDO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED PURSUANT TO § 13146.4 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

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

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

- A. California Health and Safety Code § 13146.4 (future section references will be to the California Health and Safety Code) was added in 2018, and became effective on September 27, 2018.
- B. Sections 13146.2 and 13146.3 require all fire departments, including the El Segundo Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided.
- C. Section § 13146.2 requires all fire departments, including the El Segundo Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with §§ 13146.2 and 13146.3.
- D. The City Council of the City of El Segundo intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the El Segundo Fire Department's compliance with §§ 13146.2 and 13146.3.

SECTION 2. *Receive and File.* The City Council receives and files the annual El Segundo Fire Department's § 13146.4 compliance report and acknowledges the measure of compliance of the El Segundo Fire Department with §§13146.2 and 13146.3 as follows:

- A. EDUCATIONAL GROUP E OCCUPANCIES: Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City, there lie 20 Group E occupancies, buildings, structures and/or facilities. During fiscal year 2022-2023, the

El Segundo Fire Department completed the annual inspection of 17 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 85% for this reporting period. Additional items of note regarding this compliance rate can be found in the accompanying staff report for this Resolution.

- B. **RESIDENTIAL GROUP R OCCUPANCIES:** Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of El Segundo, there lie 529 Group R (and their associated sub-categories) occupancies of this nature. During fiscal year 2022-2023, the El Segundo Fire Department completed the annual inspection of 315 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 59.55% for this reporting period. Additional items of note regarding this compliance rate can be found in the accompanying staff report for this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Boyles, Mayor

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Deputy City Attorney



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.5

TITLE:

Notice of Completion of Checkout Building Restroom Facilities Improvement Project PW 21-09

RECOMMENDATION:

1. Accept Checkout Building Restroom Facilities Improvement Project No. PW 21-09, by Union Construction Company, as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022-23 Budget

Amount Budgeted: \$553,295.14

Additional Appropriation: No.

Account Numbers:

\$67,699.80 from 301-400-8201-8209 (CIP Fund, Facilities Repair)

\$28,970.34 from 001-400-4101-6206 (Eng. Services)

\$456,625.00 from 301-400-8202-8224 (CIP, Checkout Building)

BACKGROUND:

On March 15, 2022, City Council awarded a construction contract to Union Construction Company to remodel the existing Checkout Building restrooms, storage rooms, and mechanical room in the north half of the building. The project's purpose was to remove accessibility barriers, provide Americans with Disability Act ("ADA") compliant restroom facilities, and increase the number of restroom facilities for use.

Notice of Completion of Checkout Building Restroom Facilities Project

August 15, 2023

Page 2 of 2

DISCUSSION:

Union Construction Company began construction on July 6, 2022 and completed it on May 16, 2023. Additional work occurred during the construction of this project, consisting of water heater removal and replacement, extra needed hot water piping, vandalism-resistant faucet upgrades, installation of a recirculation pump, heating, ventilation, and air conditioning ("HVAC") unit servicing, additional plumbing, and additional concrete work totaling \$74,909.14. There are sufficient funds in the budget to cover the additional expenses. The completed project greatly expanded the restroom capacity, and achieved full ADA compliance.

Staff respectfully recommends that City Council accepts the work performed by Union Construction Company for the Checkout Building Restroom Facilities Improvement Project and authorizes the City Clerk to file a Notice of Completion with the County Recorder's office.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

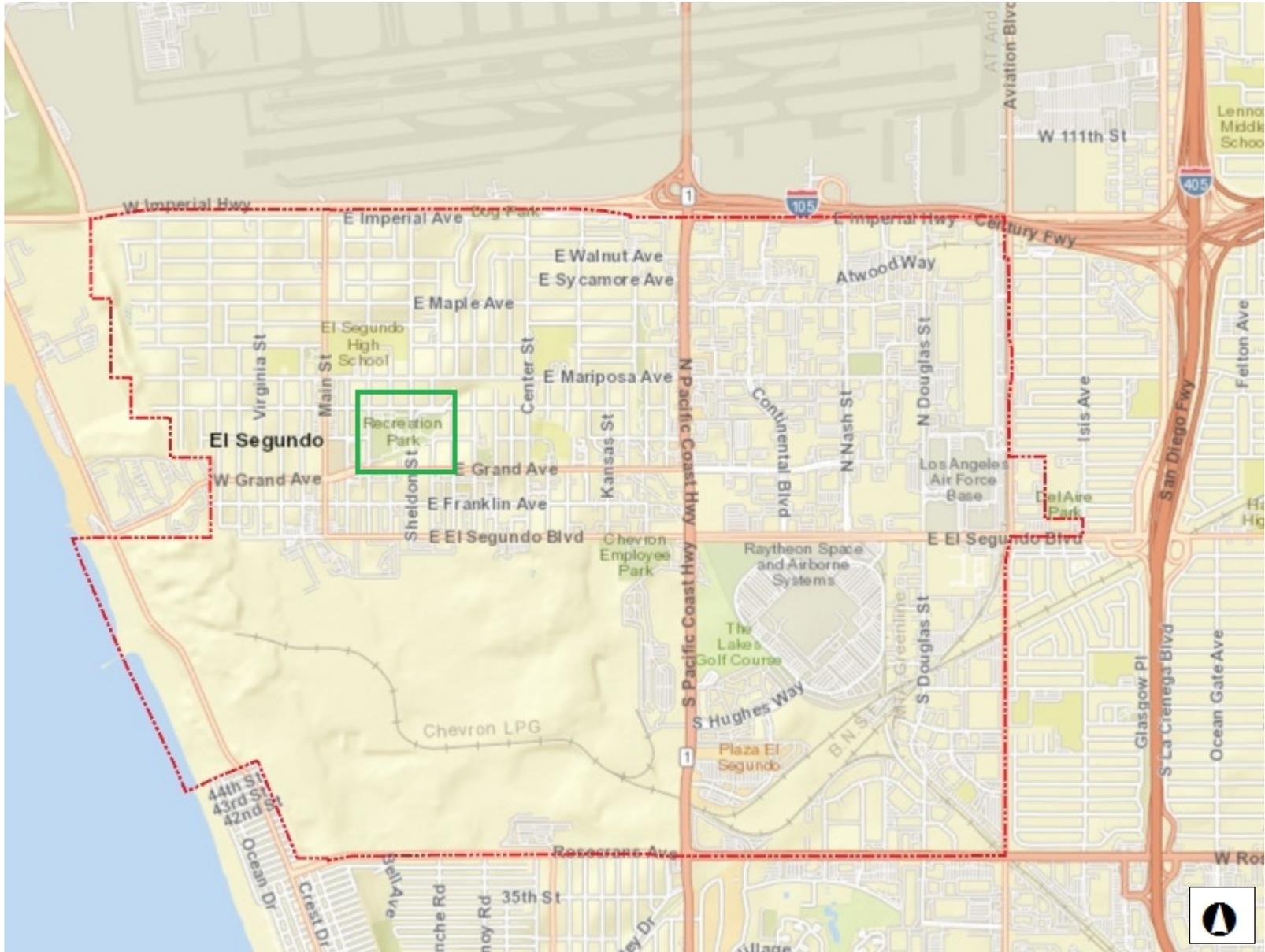
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 21-09
2. Location Map PW 21-09
3. Notice of Completion PW 21-09
4. Before and After Pictures PW 21-09



Vicinity Map Checkout Building Restroom Improvements



6,018.7 | 0 | 3,009.33 | 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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



Location Map Checkout Building Restroom Improvements



Legend

- City Boundary
- Project Location

Notes

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

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

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Checkout Building Restroom Facilities Improvement Project

Project No. PW 21-09

Contract No. 6311

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Recreation and Parks facilities.
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on May 16, 2023. The work done was: Checkout Building Restroom Facilities Improvement Project
6. On June 6, 2023, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Union Construction Company
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows:
 - Checkout Building at 401 N. Sheldon St. in El Segundo, CA 90245
9. The street address of said property is: 401 N. Sheldon St. in El Segundo, CA 90245

City of El Segundo

Dated: _____, 2023

Elias Sassoon
Public Works Director

VERIFICATION

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

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

Executed on _____, 2023 at El Segundo, California.

City of El Segundo

Elias Sassoon
Public Works Director

Checkout Building Restrooms Before and After Pictures

Before: Northwest storage area and single restroom (formerly shower and locker room)



Exterior area during construction



After: Women's Public Restroom

New door, ADA signage, restroom screen, outdoor lighting, and window security bars.



Four new regular stalls, one ADA stall, two sinks, mirrors, hand dryer, tile, fixtures, lighting, and accessories



ADA stall layout



Before: West side Women's Restroom

Three regular stalls



Exterior light fixture is discolored. Windows lack security bars.



After: West side Family Restroom

New door, wall ADA signage, and window security bars. Door ADA signage added since picture taken.



New baby changing table, sink, mirror, hand dryer, tile, fixtures, and accessories



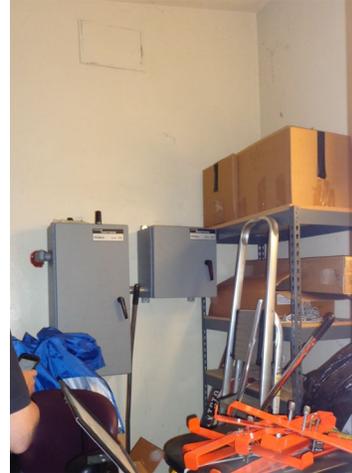
ADA layout



Before: Northeast storage area (formerly shower and locker room)



Electrical panels on south wall of northeast storage area



After: Men's Public Restroom

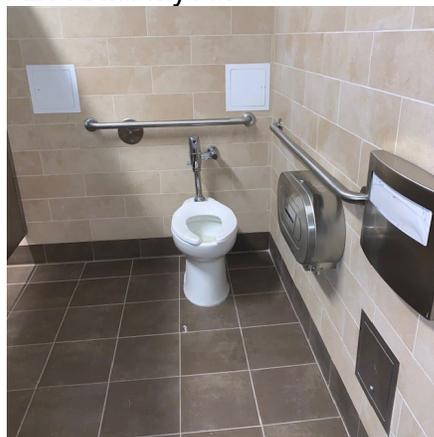
New door, ADA signage, restroom screen, and outdoor lighting



Two new urinals, two regular stalls, one ADA stall, two sinks, mirrors, hand dryer, tile, lighting, fixtures, and accessories

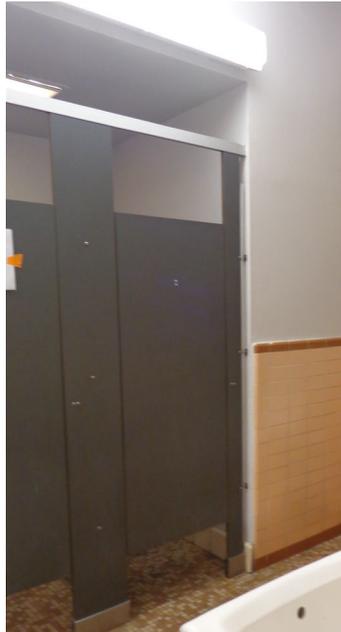
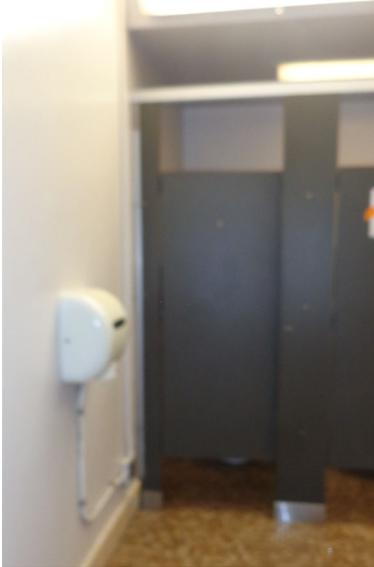


ADA stall layout

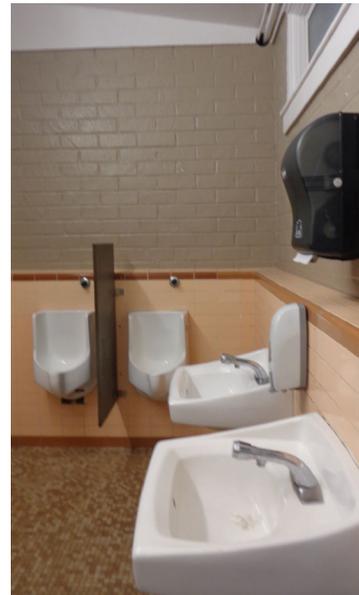


Before: East side Men's Restroom

Three regular stalls



Two urinals



After: East side Family Restroom

New door, ADA signage, window security bars



New baby changing table, sink, mirror, hand dryer, tile, fixtures, and accessories



ADA layout



Before: Mechanical Room



Width of mechanical room approximately only 10 feet



Looking upwards at HVAC unit. Torn insulation in areas.



HVAC unit – missing filter box and intake pipe from roof



After:

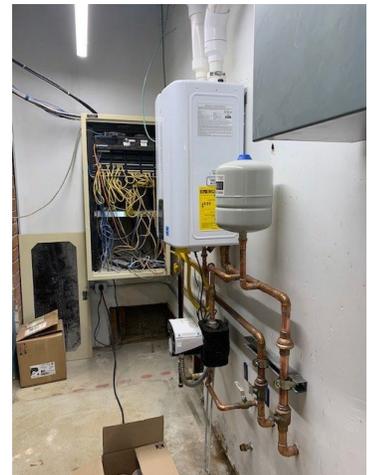
HVAC unit: New intake pipe from roof, filter box, and insulation. Mechanical room is larger, as demonstrated with person standing beyond the HVAC unit.



New insulation



New lights and tankless water heater.



Not shown: relocated electrical boxes, new transformer, new HVAC control box.



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.6

TITLE:

Designation of Voting Delegate and Alternate to the Cal Cities - 2023 Annual Conference & Expo

RECOMMENDATION:

1. Designate a voting delegate, and two alternates to the Cal Cities Annual Conference & Expo.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Cal Cities 2023 Annual Conference & Expo is September 20 - 22, 2023 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting in which Cal Cities membership considers and acts on resolutions that establish Cal Cities' policy. To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credential Committee. The voting card may be transferred freely between the voting delegate and alternates.

DISCUSSION:

Cal Cities bylaws require a city's voting delegate and up to two alternates must be designated by the City Council. Although no resolutions were submitted, delegates will still be asked to vote on proposed bylaw amendments submitted by the Cal Cities Board of Directors.

CITY STRATEGIC PLAN COMPLIANCE:

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

**Designation of Voting Delegate and Alternate to the Cal Cities - 2023 Annual
Conference & Expo
August 15, 2023
Page 2 of 2**

Objective 1 B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Mishia Jennings, Executive Assistant to City Council

REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 2023 Voting Delegate Packet



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.7

TITLE:

Continuing Appropriations for Ongoing Capital Improvement Program Projects

RECOMMENDATION:

1. Approve continuing appropriations in FY 2023-24 for ongoing Capital Improvement Program (CIP) projects funded through Gas Tax, Prop C, Measure M, and Smoky Hollow Parking Lieu Fee Accounts as part of the FY 2022-23 budget.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Staff requests continuing appropriations in the following accounts by rolling over unencumbered ongoing CIP projects funding from FY 2022-23 to FY 2023-24:

New appropriations for FY 2023-24 for continuing appropriations: Total \$1,880,013 (budgeted in FY 2022-23)

001-400-4101-6304 (Smoky Hollow Parking in Lieu Fee) - \$241,915.00

106-400-8203-8606 (Gas Tax, Sidewalk Repair) - \$248,768.00

114-400-8203-8943 (Prop C, Local Street rehab.) - \$1,296,640.00

127-400-0000-8382 (Measure M Expenditures) - \$92,690.00

BACKGROUND:

The City Council awarded the construction contracts for the Smoky Hollow Parking Pilot Project, Annual Concrete Repair Project, and El Segundo Boulevard Improvements Project from Illinois Street to Isis Street with the FY 2022-23 budget. The unencumbered fund balances for these ongoing projects need to be carried over into FY 2023-24.

DISCUSSION:

Continuing Appropriations

August 15, 2023

Page 2 of 2

City policy requires the City Council's approval for continuing appropriations which are necessary for the remaining balances in the accounts related to ongoing CIP projects. The construction of El Segundo Boulevard Improvements Project from Illinois Street to Isis Street will start in September 2023 and will be completed in late summer 2024. The construction of the Smoky Hollow Parking Pilot project will start in August 2023 and is scheduled to be completed in fall 2023. The construction of the Sidewalk Repair Project is scheduled to start and be completed in fall 2024.

Staff recommend the City Council to approve actions as noted in the recommendations.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Lifan Xu, 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 15, 2023

Agenda Heading: Consent

Item Number: B.8

TITLE:

Resolution Appointing Human Resources Director Rebecca Redyk as an Alternate Board Member to the Governing Board of the Independent Cities Risk Management Authority

RECOMMENDATION:

1. Adopt the proposed Resolution appointing Human Resource Director Rebecca Redyk as an alternate representative to the Independent Cities Risk Manager Authority ("ICRMA") governing board ("ICRMA Board") and maintaining Interim Chief Financial Officer David Cain as Primary Board Member and Council Member Carol Pirsztuk as an alternate representative.
2. Alternatively, discuss and take other action 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 Board. In addition to the primary representative, appointment of two alternates is also authorized.

DISCUSSION:

The Risk Manager position has served as an alternate on the ICRMA Board. With the recent vacation of that position, the City intends to replace the Risk Manager with Human Resources Director Rebecca Redyk as an alternate representative. As the

Appoint Human Resources Director as Alternate Board Member to the Governing Board of ICRMA
August 15, 2023
Page 2 of 2

Human Resources Director oversees Risk Management and the Risk Manager position, this appointment to the ICRMA Board should provide a seamless transition and mutual benefit for the City and ICRMA Board.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Hank Lu, Risk Manager, Human Resources

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Providing Appointing Representatives to the ICRMA Board

RESOLUTION NO. _____

**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: Interim Chief Financial Officer David Cain is appointed as the City’s representative; City Council Member Carol Pirsztuk is appointed as an alternate City representative; and Human Resources Director Rebecca Redyk 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 superseded.

PASSED AND ADOPTED this 15th day of August, 2023.

Drew Boyles,
Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

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

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Consent

Item Number: B.9

TITLE:

Waive Formal Bidding Requirements to Update the City's Hazard Mitigation Plan

RECOMMENDATION:

1. Waive formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the City Manager to enter into an agreement with Emergency Planning Consultants to update the City's Hazard Mitigation Plan.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the Adopted FY 2023-24 Budget

Amount Budgeted: \$52,500

Additional Appropriation: None.

Account Number(s): 001-400-3255-6214

BACKGROUND:

A Hazard Mitigation Plan ("HMP") is a federally-mandated plan to reduce injuries, deaths, property damage, economic losses, and degradation of natural resources due to natural hazard events. HMPs should be updated every five years. The City's Hazard Mitigation Plan expired in June 2022.

DISCUSSION:

Due to the urgency to update the City's HMP, staff recommends waiving the formal bidding process and directly contracting with Emergency Planning Consultants to update the City's HMP.

Emergency Planning Consultants has written more than 130 FEMA-approved HMPs and authored the City of El Segundo's FEMA-approved HMP in 2009 under the leadership of former Fire Chief, Kevin Smith. EPC has prepared a long list of mitigation

**Waive formal bidding requirements to update the City's Hazard Mitigation plan
August 15, 2023
Page 2 of 2**

plans for other jurisdictions throughout Los Angeles County, including the County's 2014 All-Hazards Mitigation Plan.

It is in the City's best interest to waive bidding requirements and directly contract with Emergency Planning Consultants. Based on previous services delivered to the City of El Segundo for the 2009 HMP, and the urgent need to update the expired HMP, staff recommends entering an agreement with Emergency Planning Consultants for a total amount not to exceed \$52,500 for FY 2023-24.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:

Vanessa Arias, Senior Management Analyst

REVIEWED BY:

Robert Espinosa, Interim Fire Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Emergency Planning Consultants Proposal - El Segundo 6.21.2023



June 21, 2023

This proposal from Emergency Planning Consultants (EPC) responds to an inquiry by Senior Management Analyst Vanessa Arias concerning an update to the City of El Segundo's 2017 Hazard Mitigation Plan.



It has been my honor to have written more than 130 FEMA-approved hazard mitigation plans. More importantly, EPC authored the City of El Segundo FEMA-approved 2009 HMP under the leadership of then-Chief Kevin Smith. It's also important to note that EPC prepared a long list of mitigation plans for other jurisdictions throughout Los Angeles County including the County's 2014 All-Hazards Mitigation Plan.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities include projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks have greatly reduced damage and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved LHMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for LHMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of El Segundo City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers

required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery.

Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation having written the most FEMA-approved plans in California.

Carolyn J. Harshman is the sole proprietor of the woman-owned business known as Emergency Planning Consultants. The DBA (Doing Business As) is maintained through the County of San Diego, California.

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants.

Respectfully,



Carolyn J. Harshman, MPA, CEM
President
Emergency Planning Consultants
Cell: 858-922-6964
epc@pacbell.net
www.carolynharshman.com

Project Understanding and Approach to Scope of Work

Statement of Project Understanding

Emergency Planning Consultants (EPC) will build on the relevant content from the City's 2017 Hazard Mitigation Plan including its mitigation strategy actions, plan goals, and hazard history.

An updated FEMA-approved HMP will restore the City's eligibility to compete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. Additionally, FEMA new BRIC program (Building Resilient Infrastructure and Communities) is an annual source of mitigation funds available to jurisdictions with FEMA-approved mitigation plans.

The intent of the federal government's Disaster Mitigation Act of 2000 (DMA 2000) is three-fold:

- a) To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning.
- b) To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical.
- c) To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

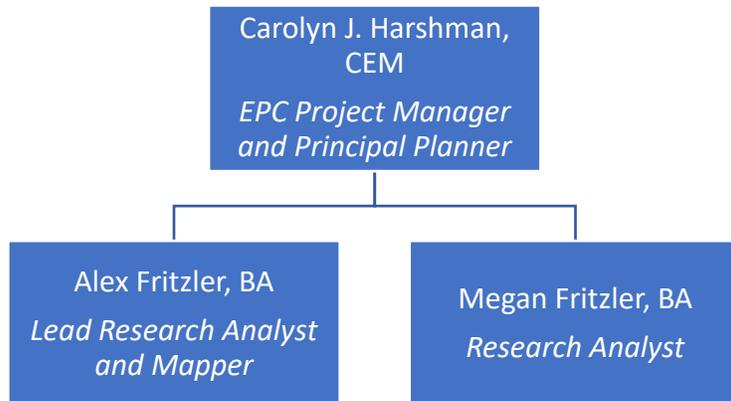
In order to meet all of those objectives, FEMA developed a "checklist" for use by the State and Federal reviewers. The Region IX Local Mitigation Plan Review Tool (PRT) includes the following tasks:

- Element A: Planning Process
- Element B: Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Maintenance
- Element E: Plan Update
- Element F: Plan Adoption

Regarding to the FEMA regulations for hazard mitigation planning, the project approach will definitely integrate the new guidelines identified in Local Mitigation Planning Policy Guide that was released April 19, 2022, and effective April 19, 2023. FEMA recently released an updated FEMA Plan Review Tool to coincide with the new Planning Policy Guide.

Organizational Chart

Details concerning specific roles and responsibilities are described later under “Project Management Plan – Experience and Qualification of Key Personnel”.



Approach to Work Program (Required and Optional Tasks)

Preparation of a mitigation plan incorporates all of the federal requirements relating to local hazard mitigation plans. EPC’s hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of “interpretations” by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines and has amended the FEMA Plan Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. The State of California and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes.

Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and “interpretations” so goes into the review process as aligned as possible. All said, the key to an efficient and successful review is to be absolutely certain that every required component is clearly indicated in the plan. EPC accomplishes this through the use of “milestones” throughout the plan indicating the exact FEMA Plan Review Tool reference.

Nothing can replace EPC’s years of experience and track record at facilitating and writing FEMA-approved Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, facilitating the formal review, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction’s Point of Contact to bend and adjust to the content, format, and scheduling needs.

EPC methodology is based on a dedication to continuous learning and improvement. Every mitigation plan is a mix of the community profile and hazards. This is balanced with the federal regulations and planning directives from the State of California. As each EPC mitigation plan is written it is tempered by lessons learned about hazards and recent interpretations by the Cal OES and FEMA reviewers. To ensure compliance with the federal regulations, the plan will include “milestones” indicating the location of required content. The project objectives will be met by following EPC rigid process of data collection, hazard research, meeting management, and mastery of the regulations guiding the development of hazard mitigation plans.

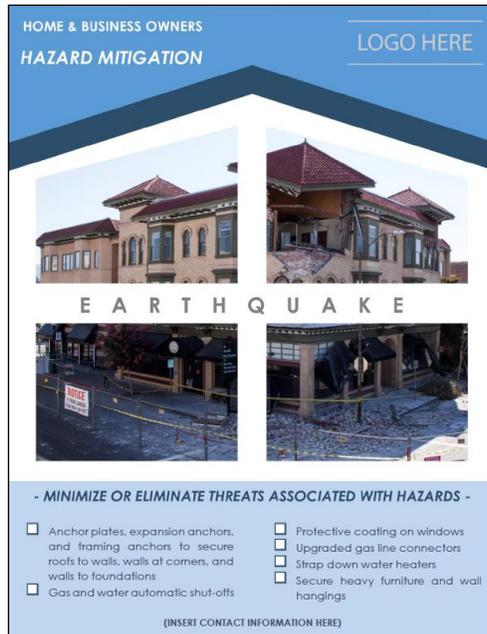
Although the plan’s approval is certainly the goal, the focus on the project approach is to create a planning process that will imprint and motivate the Hazard Mitigation Planning Team throughout the implementation phase. EPC takes great pride in building a culture of awareness regarding hazard mitigation.

Phase 1 – Planning/Development Process and Organize Resources

Planning Process

The project will be supported by the involvement of two groups of stakeholders: 1) Primary - Planning Team, and 2) Secondary - General Public and External Agencies. The purpose and commitments are delineated below.

- **Public Involvement (General Public and External Agencies)** will be the backbone of the Community Outreach portion of the project and the options for involving the public will be discussed at the first Planning Team meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the plan during the “plan writing process”. In compliance with the 2023 FEMA guidance, a deliberate effort will be made to identify and involve underserved communities and socially vulnerable populations. EPC will work closely with the City staff tasked with preparing the General Plan – Housing Element to acquire lists of organizations that provide services to the identified group. Although live public meetings can be helpful, hazard mitigation planning does not attract a crowd. Therefore, EPC recommends using other techniques for sharing information and gathering input from the Secondary Stakeholders.
- **Webinars** will be designed and delivered by EPC to stakeholder groups. The webinars will be delivered live and recorded for posting on the City’s website.
- **Home and Business Mitigation** will be encouraged with EPC community outreach tools:
 - Distribution a range of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California’s MyHazards).



- FEMA requires the Draft Plan be made available to the general public and external agencies (e.g., adjoining jurisdictions, servicing special districts, underserved communities, socially vulnerable populations, etc.) during the plan writing phase. EPC recommends posting the Second Draft Plan on the City’s website and using existing notification methods including social media, newsletters, or other means to inform the general public of the Plan’s availability. As for the external agencies, EPC will provide email content for distribution to the various agencies (not yet including Cal OES and FEMA) including the link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan.

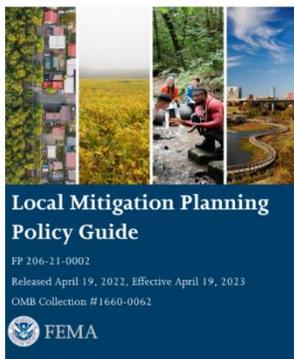
- **Planning Team**

EPC recommends that the Planning Team consist of representatives from departments within the City with responsibilities identified in the 2017 HMP. A week in advance of the 4th Planning Team meeting, the First Draft Plan will be distributed.

As City participants are selected for the Team, it’s important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the four meetings. As of now, it is expected that the meetings will be delivered virtually. EPC maintains a Zoom account. Should the City choose a different medium for conducting meetings, EPC will accommodate those requests.

- **Planning Team Meeting #1** (2 hours)
 - The purpose of the first meeting is to provide a general overview of the project, update plan goals, review project timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000, 2023 FEMA Local Mitigation Planning Policy Guide, and updated FEMA Plan Review Tool, discuss availability of mapping resources, and examine the initial hazard assessment.
 - Opportunities relating to the community outreach approach will also be discussed.
- **Planning Team Meeting #2** (2 hours)
 - The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2018 LHMP along with other existing mitigation activities since that plan. EPC will work in advance of the meeting to review the General Plan – Public Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects or policies that can be included in the plan.
- **Planning Team Meeting #3** (2 hours)
 - The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team’s process of identifying existing and future mitigation actions.
- **Planning Team Meeting #4** (2 hours)
 - Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team. The meeting will provide an opportunity for the Planning Team to provide input to the First Draft Plan. Also, this meeting will include a discussion on final preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

Phase 2 – Threat and Hazard Identification Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

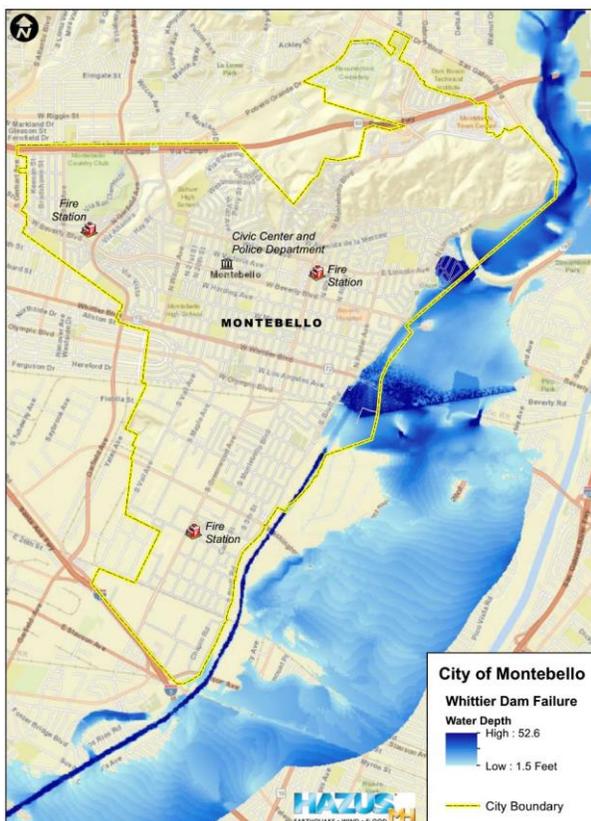


The Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000) and FEMA’s 2023 Local Mitigation Planning Policy Guide. Building on those materials and other FEMA mitigation “how-to guides”, the following methodology will be utilized:

- **Hazard Identification and Profiles** will be included in the Risk Assessment. EPC will build off of the Risk Assessment in the City’s 2017 HMP, 2019 County of Los Angeles All-Hazards

Mitigation Plan, and the 2018 California State Mitigation Plan. Additionally, the 1992 General Plan-Safety Element and the Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. In addition to using information from these resources, the plan will include ways to cross-reference and integrate the mitigation plan with the other documents identified above. EPC also maintains a broad range of resources for information regarding historical disasters. EPC will begin the Risk Assessment process with a review of the hazards identified as significant in the 2017 HMP. It's important to note that attention should be given to natural hazards as identified in the hazard mitigation grant requirements. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the LHMP will include hazard-specific chapters including EPC-produced HAZUS-MH maps and reports (see below).

- **Hazard Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.



- **HAZUS** will be used to estimate potential losses. HAZUS-MH (Hazards United States – Multi-Hazard) is a software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports. The specific scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g., San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a detailed report on impacts to people, structures, infrastructure, and utilities. A dam inundation sample HAZUS-MH flood map prepared by EPC is shown on the left.

• **Capability Assessment** includes a list of the programs (departments, strategic plans, budgets, facility improvement plans), policies, and personnel available within the jurisdiction to complete the Mitigation Strategy.

- **Vulnerability Assessment** will also be included in the Risk Assessment specifically identifying each of the City-owned essential and critical facilities as to hazard vulnerability. In addition to the HAZUS maps and reports discussed below, EPC will produce hazard-specific maps showing the location of the City's essential and critical facilities.
- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile reflects the history and unique characteristics of the community. Also, recent updates to FEMA guidelines and State of California legislation require discussions on identification of underserved communities and socially vulnerable populations. In addition, the Community Profile will include impacts of climate change on the project area.

Phase 3 – Hazard Mitigation Strategy

- **Hazard Mitigation Goals** will be built off of the goals in the 2017 HMP. This task will be accomplished during the first Planning Team meeting.
- **Hazard Mitigation Actions Items** are the very core of the mitigation plan. The mitigation actions in the 2017 HMP will be the starting point of this process in order to establish the accomplishments since the original plan. In addition to the action itself, the FEMA regulations now require additional detail in describing the various action items. Each mitigation action item will be accompanied with a timeline, assigned department, goals accomplished, linkage to building/infrastructure, cost, benefit, priority, and indication of whether the action will directly impact underserved and/or socially vulnerable populations. The entire Mitigation Strategy will be updated to comply with all contemporary FEMA standards. During the third Planning Team meeting our focus will be on developing new action items. This will include capturing ongoing activities not included in the 2017 HMP as well as developing new items for the future. Future ideas will be created by Planning Team members as well as drawn from pertinent General Plan policies, the Capital Improvement Program, and contemporary ideas. During this brainstorming process, members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC will present simple tools for ranking cost and benefit. Prior to both of the meetings, EPC will prepare and distribute materials that will streamline discussions during the meetings.

Phase 4 – Hazard Plan Implementation and Maintenance Process

- **Monitoring, Evaluating and Updating** will be discussed in the Plan Maintenance chapter which will include identifying the timing and tasks involved in implementing the FEMA-approved HMP. While the Mitigation Actions Matrix itself will contain all of the FEMA-mandated and practical information required to implement, the Plan Maintenance chapter will outline the schedule and process for implementing the

Matrix. The Plan Maintenance chapter will include an Implementation Plan for tracking progress on a quarterly/annual basis. Following is a sample of what the Implementation Plan will look like:

Action Item	Coordinating Organization	Timeline	Plan Goals Addressed					Funding Source - (* = not yet identified, GP=Capital Improvement Program, GF = General Fund, GR = Grants), Planning Mechanism (GP=General Plan, ZO=Zoning Ordinance, BC=Building Code)	Ranking - (L=Low, M=Med, H=High, n/a=not applicable)	2017 Comments and Status – Completed, Revised, Deleted, New, and Deferred	2021 3 rd Quarter Implementation Meeting Notes
			Protect Life and Property	Public Awareness	Environmental & Historical Preservation	Strengthen Partnerships	City Emergency Services				
Multi-Hazard Action Items											
MH-1 Continue to integrate the goals and action items from the Hazard Mitigation Plan (Plan) into existing regulatory documents and programs, where appropriate.	Disaster Management Planning Committee (DMPC)	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Hold monthly meetings address issues	
MH-2 Identify and pursue funding opportunities to develop and implement local mitigation activities.	DMPC	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Monthly Grant Committee Meetings	

- **Incorporation into Existing Planning Mechanisms** is particularly important if mitigation is to be achieved successfully. It's common for the City's General Plan, Emergency Operations Plan, Zoning Ordinance, Floodplain Management Plan, Storm Water Management Plan, or other regulatory documents to be closely associated with many of the mitigation actions items. FEMA wants to ensure that the mitigation plan is not a stand-alone document but rather part of a comprehensive approach to hazard mitigation.
- The **Implementation Schedule** will be based on how frequently the Planning Team intends to meet each year. Whether monthly, bi-monthly, quarterly, bi-annual, or annual, FEMA requires a minimum of annual meeting. Following is a sample implementation schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Monitoring	XX	XX	XX	XX	XX
Evaluating					
Internal Planning Team Evaluation	X	X	X	X	X
Cal OES and FEMA Evaluation					X
Updating					X

- **Continued Public Involvement** can include sharing information on completion of mitigation action items, summaries of Planning Team implementation meetings,

announcement of seeking/winning mitigation-related grants, and news of plan updates.

- **Final Plan** results after a lengthy formal review by Cal OES and FEMA. To begin the formal review and approval process, EPC will forward an electronic copy of the Third Draft Plan and a FEMA Plan Review Tool to Cal OES. EPC will work with the formal reviewers on complying with any DMA 2000-justified revisions requested by Cal OES and FEMA.
- **HMP Adoption and Approval** involves an adoption by the City Council and approval by FEMA. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. EPC will prepare a staff report, resolution, and PowerPoint. EPC President Carolyn Harshman will be available for a virtual presentation to the City Council should that be desired. Following the Council meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and Letter of Approval. EPC will incorporate the Letter of Approval into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.

Roles and Responsibilities for City Staff

The most common obstacle in the planning process is the lack of time on the part of the jurisdiction's Planning Team members. EPC totally understands how local government staff are stretched to the limit. That's the reason we take so much pride in "doing the heavy lifting". We do the research and the homework and develop tools to make the planning process easy and hopefully even fun. In total, the Planning Team can expect to spend no more than 10 hours on the entire project. There are 4 2-hour meetings and 2 hours will be needed to review the First Draft Plan. As for the City Project Manager, more time will be required for EPC communications, information requests, and participating in the Community Outreach process, and City Council meeting. Altogether, the City Project Manager can expect to spend approximately 20-30 hours on the project. All the external review details and negotiations will be handled by EPC.

Project Management Plan

Project Schedule

The Project Schedule includes four weekly or monthly Planning Team meetings. This approach keeps the information fresh in the minds of the Team and allows us to get the Plan in the hands of the formal reviewers (Cal OES, FEMA) as quickly as possible. This will ensure the City's eligibility for HMGP and other grants requiring approved mitigation plans.

Tasks	Month One	Month Two	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten
Planning/Development Process and Organize Resources									
First Draft, Second Draft, Third Draft, Final Draft, Final	X	X	X	X	X	X	X	X	X
Planning Team Meeting #1 LHMP Overview and Initial Hazard Briefing	X								
Planning Team Meeting #2 HAZUS and Status of 2018 Mitigation Action Items		X							
Planning Team Meeting #3 Future Mitigation Action Items			X						
Planning Team Meeting #4 Review First Draft Plan				X					
Encourage Public Participation in Household and Business Mitigation Activities (Social Media)				X					
General Public and External Agency Input to Second Draft Plan				X					
Risk Assessment									
Conduct Risk and Vulnerability Assessment	X	X							
Prepare HAZUS and Critical Asset Maps	X	X							
Prepare Capability Assessment	X	X							
Hazard Mitigation Strategy									
Update Mitigation Actions		X							
Prepare New Mitigation Actions			X						
Include Monitoring, Evaluating and Updating the Plan	X	X							
Plan Maintenance Process									
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.				X	X	X	X		
Receive FEMA's Approvable Pending Adoption								X	
Post and Conduct City Council Meeting to Adopt the Final Draft Plan									X
Submit Proof of Adoption to FEMA									X
Receive FEMA Final Approval									X
Incorporate FEMA Final Approval into Final Plan									X

Communications Approach

As identified below the EPC Project Manager and EPC Support Team communicate at least once each week and any other time as needed. The EPC Project Manager will communicate with the City's Project Manager on a monthly basis or more frequently as necessary. The majority of the communication will be with the full Planning Team while special requests for resources (mapping, data, documents) will go to the City's Project Manager. The preferred method of communication is email in order for the EPC Project

Manager to maintain documentation of all conversations. Meetings will be conducted over EPC’s Zoom account.

Quality Assurance / Quality Control Approach

As identified in the detailed project approach and schedule later in the proposal, EPC Project Manager Carolyn Harshman will have eyes on the project at all times including facilitating each of the Planning Team meetings, the Community Outreach, and City Council meeting. She will also be the sole contract for the City Project Manager and will lead the EPC Support Team through daily communications. Her most important role will be as the Principal Planner as she weaves the work of the EPC Support Team and Planning Team’s contributions into the plan’s writing.

Experience and Qualifications

Summary of Relevant Projects

Although EPC will gladly provide a comprehensive list of emergency management consulting accomplishments (plans, training, and exercises), below is the list of the more recent hazard mitigation plans (2020-present). Staff assignments: Harshman (CH), Alex Fritzler (AF), Megan Fritzler (MF). Ms. Harshman served/serves as the EPC Project Manager and Principal Planner for each of these projects.

Jurisdiction and Department	Hazard Mitigation Plan Status	EPC Staff
Cities of Rancho Palos Verdes and Rolling Hills Estates – Planning Departments	FEMA Approved 2020	CH, MF
City of Compton – Fire Department	FEMA Approved 2023	CH, MF
City of Covina – Police Department	FEMA Approved 2020	CH, MF
City of Duarte – Planning Department	FEMA Approved 2020	CH, MF
City of Fontana – Planning Department	Plan Writing Phase 2023	CH, MF
City of La Habra Heights – City Manager’s Office	FEMA Approved 2022	CH, MF
City of Monterey Park – Fire Department	Plan Writing Phase 2023	CH, MF
City of Rosemead – Public Safety Department	Plan Writing Phase 2023	CH, AF
City of Santa Ana	FEMA Approved 2022	CH, MF
City of San Fernando – Public Works Department	FEMA Approved 2021	CH, MF
City of Signal Hill – Police Department	Plan Writing Phase 2023	CH, AF
City of Sierra Madre – Fire Department	FEMA Approved 2020	CH, MF
City of South El Monte – Public Works Department	FEMA Approved 2021	CH, MF

Jurisdiction and Department	Hazard Mitigation Plan Status	EPC Staff
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District – Various Departments	FEMA Approved 2020	CH, AF
Jurupa Community Services District – Safety & Emergency Management Department	FEMA Approved 2021	CH, AF
Los Angeles County Metropolitan Transit Authority (LA Metro) – Homeland Security & Emergency Management Department	FEMA Approved 2022	CH, MF
Morongo Unified School District – Maintenance & Operations Department	FEMA Approved 2020	CH, MF
Mountains Recreation and Conservation Authority – Planning Department	FEMA Approved 2022	CH, MF
Public Water Agencies Group – General Managers	Plan Writing Phase 2023	CH, AF
Sonoma County Office of Education (Multi-Jurisdictional Hazard Mitigation Plan) – Business Services Department	FEMA Approved 2023	CH, MF

References

The following references are for Hazard Mitigation Plan written, adopted, and approved during the past 3 years.

Agency	Name and Title of Contact	Telephone
Los Angeles Metropolitan Transportation Authority	Ms. Moniek Pointer, Manager, Emergency Management Department, Planning Team Chair	(213) 264-0858
City of Santa Ana	Mr. Steve Rhyner, Emergency Operations Coordinator, Planning Team Chair	(714) 647-5315
City of Duarte	Mr. Jason Golding, Planning Division Manager	(626) 357-7931 x231

Experience and Qualification of Key Personnel

The EPC Team selected for this project is the perfect balance of subject matter history, expertise, background, and local knowledge.



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the sole proprietor Owner and President of Emergency Planning Consultants and will serve as the EPC Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the EPC Project Manager to the City Project Manager and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City Project Manager including budget and work progress. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating in all Planning Team meetings, community outreach activities, and the City Council meeting. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and work products with the EPC Support Team, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Support Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Disaster Preparedness. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans (now known as Emergency Operations Plans) and providing training. In 1997, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot course deliveries for the Comprehensive Preparedness Guide (CPG) 101. The revised CPG 101 regulations

provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the “whole community” – including those with access and functional needs, children, and those with household pets and service animals.

Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA’s first cohort of the National Emergency Management Executive Academy as well as FEMA’s first cohort of the Vanguard Crisis Leadership Fellows Program. Ms. Harshman is an active leader in the six thousand member International Association of Emergency Managers, serving as Chair of the Conference Committee, Chair of the Leadership Symposium, Chair of the Membership & Marketing Committee, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories), Second Vice President of IAEM-USA, First Vice President of IAEM-USA, President of IAEM-USA, and presently Immediate Past President of IAEM-USA.

EPC Support Team



Name: Alex L. Fritzer

Education: Bachelor of Arts – Business Administration

Alex Fritzer is a part-time EPC independent contractor serving as the Lead Research Analyst and Mapper. He is responsible for hazard and demographic research, writing, technical services, graphics, data analysis, mapping services, and HAZUS. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans and HAZUS projects since joining EPC in 2010.



Name: Megan R. Fritzer

Education: Bachelor of Arts – Liberal Studies

Megan Fritzer is a part-time EPC independent contractor serving as the Research Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. Since 2018, Megan has assisted with the preparation of ten local government hazard mitigation plans most recently including: Los Angeles County Metropolitan Transportation Authority (Metro) and Sonoma County Office of Education.

Cost Proposal

Task	Harshman Hrs/Cost	A. Fritzler Hrs/Cost	M. Fritzler Hrs/Cost	Total Cost
Planning Process				
Writing Drafts and Final Plan	40 hrs, \$10,000	40 hrs, \$6,000		\$16,000
Planning Team Meeting Preparation and Delivery (4 total)	16 hrs, \$4,000			\$4,000
Community Outreach Strategy and Delivery	20 hrs, \$5,000			\$5,000
Incorporate Public and External Agency Input to Second Draft Plan	4 hrs, \$1,000			\$1,000
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	8 hrs, \$2,000			\$2,000
Post and Conduct City Council Meeting to Adopt the Final Draft Plan (includes staff report, resolution, PowerPoint presentation materials)	4 hrs, \$1,000			\$1,000
Risk Assessment				
Conduct Risk Assessment and Capability Assessment (includes hazard-specific maps)	32 hrs, \$8,000	20 hrs, \$3,000	50hrs, \$5,000	\$16,000
Prepare HAZUS (includes maps and reports)		50 hrs, \$7,500		\$7,500
Hazard Mitigation Strategy				
Develop Mitigation Actions for Ongoing City Projects (included in Planning Process – Planning Team meetings)				
Develop Mitigation Actions for Future City Projects (included in Planning Process – Planning Team meetings)				
Task D: Hazard Mitigation Plan Maintenance Process				
Prepare Plan Maintenance Chapter defining Monitoring, Evaluating and Updating the Plan (included under Planning Process - Plan Writing)				
Totals				\$52,500.00

Classifications, Names, and Hourly Rates:

Project Manager and Principal Planner: Carolyn J. Harshman (\$250/hr)

Lead Research Analyst and Mapper: Alex Fritzler (\$150/hr)

Research Analyst: Megan Fritzler (\$100/hr)



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.10

TITLE:

Amendment to the City Manager's Employment Agreement to Increase the Annual Base Salary

RECOMMENDATION:

1. Approve the proposed amendment to the City Manager's Employment Agreement to provide a four percent annual base salary increase (\$270,000 to \$280,800).
2. Adopt a resolution setting forth a corresponding salary schedule for the City Manager.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact of the proposed amendment's retroactivity to January 1, 2023 is \$6,941 for FY 2022-23. The ongoing fiscal year impact is \$13,882 for FY 2023-24. Since the funding for this proposed amendment is not included in the adopted FY 2023-24 General Fund budget, the staff is requesting the following budget increases:

New appropriations for FY 2023-24: Total \$13,882

001-400-2101-4100 Salaries Full Time - \$10,800.00
001-400-2101-4201 Retirement CalPERS - \$1,100.00
001-400-2101-4202 FICA -\$826.00
001-400-2101-4203 Workers' Compensation - \$76.00
001-400-2101-4211 401(a) Employer's Contribution - \$1,080.00

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

City Manager's Employment Agreement

August 15, 2023

Page 2 of 2

set working conditions, as approved by the El Segundo City Council on June 21, 2022 under agenda item D.14.

DISCUSSION:

On June 6, 2023, the City Council conducted its second annual performance evaluation of the City Manager, and on June 20, 2023, the Council discussed the terms and conditions of the Agreement, including his base salary. The City Council may provide salary adjustments for the City Manager, pursuant to Agreement Sections 4 and 6.

In accordance with such deliberations, the proposed amendment to the Agreement provides for a salary adjustment of 4% beginning the pay period that includes January 1, 2023, adjusting the City Manager's base salary from \$270,000 to \$280,800. If approved by the City Council, Human Resources and Finance staff will work together to implement the adjustment.

Pursuant to Government Code § 53262(a), this Agreement amendment is proposed in an open session of the City Council. In accordance with Government Code § 5362(b), the Agreement and the proposed amendment are available to the public upon request.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. First Amendment - City Manager Employment Agreement - Darrell George
2. Darrell George Employment Agreement
3. Resolution Modifying the Annual Salary for the City Manager

**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,

CITY MANAGER,

Drew Boyles
Mayor

Darrell George

ATTEST:

Tracy Weaver
City Clerk

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

By: _____
Joaquin Vazquez
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

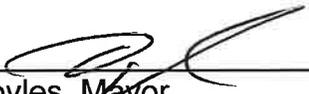
- A. All of City Manager's writings, reports, and other documentation generated as part of his day-to-day duties during his employment with the City are the property of the City.
- B. This Agreement is for professional services that are personal to the City, and the Agreement is not assignable by City 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

RESOLUTION NO. _____

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

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

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

Classification	Annual Salary
City Manager	\$280,800

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

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

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

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

SECTION 6: This Resolution is effective retroactively to January 1, 2023 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15TH day of August, 2023.

Drew Boyles,
Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.11

TITLE:

First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Expand the List of Positions Exempt from the Civil Service System

RECOMMENDATION:

1. Introduce and waive the first reading of the proposed Ordinance amending El Segundo Municipal Code Chapter 1-6 to expand the list of positions exempt from the Civil Service System.
2. Direct staff to schedule a second reading of the Ordinance for the regular September 5, 2023 City Council meeting or as soon thereafter it may be considered.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Exempt positions from the civil service system do not have the same rights as classified positions. Civil service provides a range of job protections for City employees, including merit-based hiring and promotions, opportunity for employees to correct performance issues, and “for cause” termination. In contrast, employees exempt from civil service may be appointed without a competitive hiring process and are subject to “at-will” employment (i.e., employment that may be terminated at any time for any reason not prohibited by law).

El Segundo Municipal Code (“ESMC”) §§ 1-6-1 and 1-6-2 require civil service membership for all City employees except those specifically exempted. ESMC § 1-6-4 exempts department heads, elective officers, and certain specified positions listed

Positions Exempt from the Civil Service System

August 15, 2023

Page 2 of 3

therein.

The “at-will” classifications in the “Management and Confidential” unrepresented group are based upon positions requiring a particularly high degree of professional responsiveness, individual accountability, broad management responsibilities, and independent discretion required to perform assigned responsibilities.

DISCUSSION:

The proposed Ordinance would add twelve positions to the list of those exempted from the civil service system. The twelve positions proposed for addition are noted below in **bold** text. A civil service exemption for each of the five positions additionally noted below with an asterisk (*) will become effective upon vacation of each position and City Council approval of a revised classification specification for the position.

Positions Excluded from Civil Service System

Assistant City Clerk (At-Will)

Assistant City Manager (At-Will)

Building Safety Manager*

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Deputy City Manager

Finance Manager (At-Will)

General Services Superintendent (At-Will)

Human Resources Manager (At-Will)

Information Systems Manager (At-Will)

Library Services Manager*

Park Maintenance Superintendent*

Positions Exempt from the Civil Service System

August 15, 2023

Page 3 of 3

Planning Manager (At-Will)

Principal Civil Engineer*

Recreation Superintendent*

Risk Manager (At-Will)

Senior Civil Engineer (At-Will)

Senior Executive Assistant (At-Will)

Treasury and Customer Service Manager (At-Will)

Utilities Superintendent (At-Will).

Implementation Actions

To implement the above actions, modification to ESMC Chapter 1-6 is needed to comply with the City's personnel policies and practices and state law. The proposed Ordinance would exclude the positions listed above from the merit system. Two readings of the Ordinance are required for approval. Staff recommends a second reading of the proposed Ordinance at the regular September 5, 2023 City Council meeting or as soon thereafter it may be considered.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance Amendment ESMC Chapter 1-6 Civil Service

ORDINANCE NO. _____

**AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
CHAPTER 1-6 (PERSONNEL MERIT SYSTEM) TO EXPAND THE LIST
OF POSITIONS EXEMPT FROM THE CIVIL SERVICE SYSTEM.**

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

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

- A. State law allows cities to adopt civil service programs that are adaptable to their respective sizes and types via ordinance (Gov. Code, § 45000 et seq.)
- B. The City has adopted a civil service system which is set forth in El Segundo Municipal Code (“ESMC”) Chapter 1-6 (Personnel Merit System).
- C. The City Council desires to adopt this Ordinance to memorialize updates to the positions excluded from the City’s civil service system.

SECTION 2. El Segundo Municipal Code (“ESMC”) § 1-6-4 is amended in its entirety to read as follows:

“1-6-4: EXCLUSIONS:

Effective _____, 2023, those officers and members of departments, in addition to department heads and elected officers who are expressly excluded from the merit system, are:

Assistant City Clerk (At-Will)

Assistant City Manager (At-Will)

Building Safety Manager*

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Deputy City Manager

Finance Manager (At-Will)

General Services Superintendent (At-Will)

- Human Resources Manager (At-Will)
- Information Systems Manager (At-Will)
- Library Services Manager*
- Park Maintenance Superintendent*
- Planning Manager (At-Will)
- Principal Civil Engineer*
- Recreation Superintendent*
- Risk Manager (At-Will)
- Senior Civil Engineer (At-Will)
- Senior Executive Assistant (At-Will)
- Treasury and Customer Service Manager (At-Will)
- Utilities Superintendent (At-Will).

*NOTE: Any position designated above with an asterisk will only be excluded from the personnel merit system under this section upon both the vacancy of such position after the date first set forth in this section and City Council approval of a revised classification specification for the position.”

SECTION 3. *Validity of Previous Code Sections.* If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

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

SECTION 5. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Ordinance are severable.

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

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. Environmental Review. This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 9. Recording. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City'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 10. Execution. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or duly appointed deputy, is directed to attest thereto.

SECTION 11. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

ORDINANCE NO. ____ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AT ITS REGULAR MEETING OF _____.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

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

RECOMMENDATION:

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees' Retirement System ("CalPERS") to provide an additional 1% employee cost sharing, as specified for classic members of the El Segundo Police Services Support Employees' Association ("PSSEA").
2. Authorize the City Manager and City Clerk, to execute CalPERS forms as required for submission to CalPERS to facilitate CalPERS contract amendment process.
3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such contract amendment and schedule a second reading of the Ordinance for the regular September 5, 2023 City Council meeting or as soon thereafter may be considered.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The retirement contract amendment will have an estimated \$3,698 annual savings to the City as the employees will be picking up a portion of the "employer share" of their retirement cost.

BACKGROUND:

The City contracts with CalPERS to provide retirement benefits which are funded through employee and employer-designated contributions. Employee contributions

PSSEA Cost Sharing

August 15, 2023

Page 2 of 3

are negotiated through the meet and confer process and memorialized in a Memorandum of Understanding ("MOU") which is ratified by its members and approved by the governing body.

On March 19, 2019, the El Segundo City Council adopted a resolution approving a successor MOU with PSSEA for the term October 1, 2018, through September 29, 2022. The adopted and approved PSSEA MOU provided that miscellaneous employees defined as "classic" members would increase CalPERS retirement payments by an additional one percent (1%) for a total employee contribution of eight percent (8%) of compensation beginning March 2019. Neither action to begin withholding the additional contribution or amend the CalPERS contract for the cost sharing provision was implemented.

While the City and PSSEA were negotiating a successor MOU, a side letter was approved by City Council on May 16, 2023 to begin the additional cost sharing and CalPERS contract amendment process. This action meets the City Council's previous agreement with PSSEA to implement cost sharing. The cost sharing is currently in place by direct payroll deduction from employees to the City. CalPERS requires that a formal contract amendment process must be executed for the addition one percent (1%) cost sharing provision.

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

DISCUSSION:

The current side letter for cost sharing went into effect in May 2023 and the City has been withholding the agreed upon contributions from employee paychecks, however, the additional 1% cannot be reported to CalPERS until a contract amendment has been executed.

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

The Ordinance will come back for the second reading/approval at the September 19, 2023 City Council meeting to allow for the mandatory 20-day window between the

PSSEA Cost Sharing

August 15, 2023

Page 3 of 3

Resolution's approval and the Ordinance's adoption, as required Government Code § 20471. The contract amendment is scheduled to go into effect on October 21, 2023, which is the first day of the new payroll period following the Ordinance's October 19, 2023 effective date.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution of Intention to Approve an Amendment
2. Exhibit to Resolution for Amendment to CalPERS Contract PSSEA
3. Ordinance Authorizing Amendment to CalPERS Contract

RESOLUTION NO. Number

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

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

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

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

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

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

PASSED AND ADOPTED RESOLUTION NO. _____ this 15th day of August, 2023.

Drew Boyles,
Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

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



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

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective June 17, 2023, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

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

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

NO ADDITIONAL EXCLUSIONS

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

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

- h. Section 21548 (Pre-Retirement Option 2W Death Benefit).
- i. Section 20903 (Two Years Additional Service Credit).
- j. Section 20516 (Employees Sharing Cost of Additional Benefits):

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

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

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

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

- l. Section 20516 (Employees Sharing Additional Cost):

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

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

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

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

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

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

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

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

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

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF EL SEGUNDO

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

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

ORDINANCE NO. _____

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

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

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

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

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

PASSED AND ADOPTED RESOLUTION NO. _____ this 15th day of August, 2023.

Drew Boyles,
Mayor

Exhibit A: Amendment to Contract

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

Resolutions Amending Chapter 1A2 of the City's Administrative Code for the Management Confidential Series Relating to Salary Increases and Benefit Changes, Including Retiree Health Benefit Changes

RECOMMENDATION:

1. Adopt a Resolution amending the City's Administrative Code to update sections for specific unrepresented classifications covered under Chapter 1A2 Management-Confidential series.
2. Adopt a Resolution for the El Segundo Mid-Management-Confidential group amending the City's contributions for CalPERS medical premiums consistent with the changes to Administrative Code Section 1A2.105.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact of the proposed salary and benefit changes to Chapter 1A2 of the Administrative Code for the Management and Confidential Series is approximately \$928,607 for FY 2023-2024. This cost assumes that all forty-two (42) incumbent employees elect the voluntary arbitration agreement in exchange for a \$10,000 bonus payment.

Additional Appropriation: Staff is requesting an additional appropriation of \$928,607 in FY 2023-24 for implementing the terms of the salary and benefit changes for the Management and Confidential Series employees.

Account Numbers:

\$800,552 to 001-400-XXXX (General Fund)
\$2,322 to 106-400-XXXX (State Gas Tax Fund)
\$23,215 to 126-400-XXXX (CUPA Fund)
\$24,376 to 501-400-XXXX (Water Utility Fund)

Amendment to the Administrative Code

August 15, 2023

Page 2 of 8

\$34,823 to 502-400-XXXX (Sewer Fund)

\$10,818 to 602-400-XXXX (Liability Insurance Fund)

\$32,501 to 603-400-XXXX (Workers' Comp Reserve/Insurance Fund)

BACKGROUND:

Management and Confidential Series employees' compensation, benefits and other terms and conditions of employment are provided under the City's Administrative Code. The Series includes two subgroups: Mid-Management and Confidential, and Executives. There are currently forty-two (42) incumbents in this group, including many At-will positions.

The Administrative Code has been amended by Resolution from time to time, with the last fully amended version presented to City Council in 2016. This staff report includes a red-lined version of the changes made by Resolution since 2016 and proposed new changes.

The City Council held closed session labor negotiations discussions on February 7, 21, March 7, 21, April 18, May 16, June 20, and July 12, 2023 regarding changes to the compensation, benefits and other employment provisions for the Management and Confidential employee group. At the July 12, 2023 Special Closed Session, the City Council directed staff to provide a report outlining an updated proposed compensation and benefits package with various Administrative Code "clean-up" items for consideration at the August 15, 2023 Council Meeting.

On July 20, an Employee Townhall meeting for Management and Confidential employees was held to present a summary of the proposed changes to compensation that would be presented at the next City Council meeting. Subsequent to the Townhall, a public email communication was received on this anticipated item regarding employee vesting rights for retiree medical benefits (attached to the City Council Agenda). A detailed explanation is included in this staff report regarding the City's structure for retiree medical benefits under CalPERS and the Public Employees Medical and Hospital Care Act ("PEMHCA") which addresses the public email communication received.

DISCUSSION:

This unrepresented employee group has not received cost-of-living adjustments to salary as is customary with the represented employees in bargaining units. Instead, this group receives salary increases based on merit and performance from 1-5% annually, until the top of the established salary range for the position has been attained. Once at the top of the salary range, no additional salary can be provided, regardless of satisfactory job performance. In June 2019, the majority of positions (29) in this group received a salary range adjustment. In November 2020, five (5) Executive positions

Amendment to the Administrative Code

August 15, 2023

Page 3 of 8

received a salary range adjustment. Once the salary ranges are adjusted, if an employee is due for their annual evaluation, they may be awarded a salary increase based on their performance and availability in the salary range.

Through the labor negotiations process with the represented miscellaneous employee bargaining units, the City has been aligning certain benefits and terms of employment which include health, dental, vision, and life insurance contributions, vacation leave accrual schedules, processes, and procedures for accrued leave cash outs to comply with the IRS doctrine of constructive receipt. The process has resulted in amending and clarifying various leave time available to employees, including a maximum vacation leave accrual with a hard cap at twice the annual vacation accrual, a 600 hour maximum sick leave accrual cap, addition of others as “family members” for purposes of using of sick leave to care for them and bereavement leave, and the addition of a provision to allow retired employees and their eligible dependents to remain on the City’s dental and vision plans if enrolled upon retirement with the retiree solely responsible for payment of the monthly premiums.

In addition to the items above, the miscellaneous represented employee groups have a binding arbitration provision incorporated in their Memorandum of Understanding (“MOU”). Because the Management and Confidential Series is unrepresented, the binding arbitration provision must be agreed to on an individual basis. In exchange for an employee signing the voluntary binding arbitration agreement, the proposed changes to the Administrative Code will provide a one-time lump sum non-PERSable payment (does not increase a retiree’s salary based retirement payment) in the amount of \$10,000.

To clarify the City’s participation in CalPERS health benefits and the provisions for active and retirees for medical insurance, the following background information is provided:

In 1991, the City amended its contract with CalPERS to provide health benefits under the Public Employees Medical and Hospital Care Act (“PEMHCA”). Under PEMHCA, CalPERS requires that a minimum healthcare contribution is provided to active employees and retirees enrolled in a CalPERS medical health plan. Each year CalPERS adjusts this minimum amount. For 2023, this amount is \$151 per month. The City of El Segundo has historically adopted a higher PEMHCA amount than the minimum. For all employees represented in a bargaining unit, the current PEMHCA health contribution is between \$1,600 and \$1,700 per month.

Unlike the represented groups where the total City contribution towards health benefits is 100% PEMHCA, the Management and Confidential Series employees receive a smaller PEMHCA contribution supplemented by a non-PEMHCA contribution. In April 2016, the City adopted a resolution for unrepresented employees in the Management and Confidential Series establishing a City health contribution that is comprised of a PEMHCA contribution supplemented by a Flexible Dollars contribution. Under this

Amendment to the Administrative Code

August 15, 2023

Page 4 of 8

structure, the Executives and Mid-management Confidential employees receive different contributions to the PEMHCA and Flexible Dollars. Currently, the PEMHCA contribution for Executive employees is \$932 and \$718 for Flexible Dollars; the PEMHCA contribution for Mid-management Confidential is \$735 and \$915 for Flexible Dollars, totaling \$1,650 per month. The proposed changes to the Administrative Code include a \$50 per month total increase that will be applied to Flexible Dollars for Executives; the Mid-management Confidential PEMHCA and Flexible Dollars will be restructured to provide the same contributions as received by Executives. This aligns the unrepresented employees with those in bargaining units and provides the same total City contribution to health of \$1,700 for active employees.

Regardless of the length of service at the City of El Segundo, under PEMHCA an employee who has five (5) years of service at a CalPERS agency and retires concurrently from El Segundo and CalPERS receives the same PEMCHA health benefit contribution as an active employee. As the City continues to amend the PEMHCA contribution each year as negotiated in the various Memorandum of Understanding (MOUs) and the Administrative Code, the retirees also receive the increases to health contributions. The PEMHCA contribution can only be used towards the purchase of a CalPERS health plan and there is no cash back from this benefit. Thus, employees that are in a bargaining unit and meet the above retirement requirements receive between \$1,600 and \$1700 a month as a retiree health care benefit.

The retiree health care benefit received by Executive, Mid-management and Confidential employees differs from the represented employees. If an Executive, Mid-management or Confidential employee were to retire concurrently from the City of El Segundo and CalPERS after serving less than five (5) years with the City (but has a minimum five (5) years of CalPERS service) they only receive the PEMHCA contribution of \$932 a month for Executive employees and \$735 a month for Mid-Management Confidential employees and not the City's supplemental contribution. If an Executive, Mid-management or Confidential employee retires from the City with five (5) years of employment with the City, they receive the PEMHCA contribution and the City's supplemental contribution (Flexible Dollars) for retiree health benefits.

In June 2022, the City adopted Resolution 5350 amending the supplemental City contribution to CalPERS health benefits for employees retiring concurrently from CalPERS and the City of El Segundo after five (5) years of service. This Resolution was effective upon approval and adoption and did not change benefits for those employees retired prior to adoption of the Resolution. The supplement provided to active Management and Confidential Series employees was increased so that their total health care benefit would be the same amount as was being received by employees in represented bargaining units. With the alignment of total City contributions to health benefits, this means that the unrepresented and represented employees would receive the same total retiree medical benefit only if a Management Confidential Series employee had five (5) years of service with the City of El Segundo.

Amendment to the Administrative Code

August 15, 2023

Page 5 of 8

The communication received from Mr. Turnbull (attached) appears to state that the changes being made to the Management and Confidential Series is altering a requirement that employees must have five (5) years of employment at the City to be eligible for retiree health benefits. As is explained above, the qualifications for receiving retiree health benefits is not being changed and rather, the only proposal is to add \$50 to the total City contribution being received by the Executive, Mid-Management and Confidential employees. This additional \$50 will be added to the Flexible Dollars contribution for Executives and the Mid-management Confidential employees' contributions will be restructured to equal the Executives. Both groups will receive \$932 PEMHCA and \$768 Flexible Dollars. It is true that the City's Code currently provides that employees must have (5) years of employment at the City to be eligible for any retiree health benefit. However, this provision was not updated and clarified when the City split the total health contribution into a reduced PEMCHA amount and a separate Flexible Dollars amount in April 2016. PEMHCA has not allowed for this type of restriction on the PEMCHA payments, but the City can legally require five years of employment to be eligible for the City's contribution.

Below is a summary of the proposed changes to Chapter 1A2 of the Administrative Code for the Management and Confidential Series

1. Voluntary Binding Arbitration Agreement:

- \$10,000 payment within 30 days upon execution of agreement

2. Salary Range Adjustment effective upon approval and adoption:

- Non-safety Mid-management and Confidential salary ranges shall be adjusted by 6%
- Non-safety Executive salary ranges shall be adjusted to a maximum salary of \$225,000 annually

3. Health Insurance Increases of \$50 per month:

- Effective upon approval and adoption (August 15, 2023): from \$1,650 to \$1,700
- Effective January 1, 2024: from \$1,700 to \$1,750
- Effective January 1, 2025: from \$1,750 to \$1,800
- Effective January 1, 2025: from \$1,800 to \$1,850

4. Restructuring of the vacation accrual schedule to align with other miscellaneous groups and provide up to an additional 12 hours per year for employees with less than 16 years of service and a reduction of 12 hours per year at the 16+ years level of accrual. There will be a hard cap of twice the annual vacation accrual rate for all levels of leave accrual. The sick leave cap will be revised to a maximum accrual of 600 hours

Amendment to the Administrative Code

August 15, 2023

Page 6 of 8

(900 hours for fire suppression staff on a 112-hour schedule). New employees are subject to this hard cap and are not permitted to accrue in excess of the cap.

Employees hired prior to the adoption of this updated Administrative Code (August 15, 2023) will be permitted to accrue above the sick leave cap, subject to a mandatory cash out in December of each year. These caps are currently 1,056 and 1,584 hours respectively.

5. One (1) Personal Leave Day until such time as the City adds another City holiday.

Additionally, the updated Administrative Code includes the following various clean up items:

- Incorporation and revision to Accelerated Salary Increase procedure into Section 1A2.070. The additional 5% maximum merit increase will be reduced to 2.5% for Executive positions; Mid-Management and Confidential positions shall remain eligible for an additional 5% maximum merit increase.
- Revision of Section 1A2.070 to provide merit increases in the pay period that includes an employee's anniversary date (instead of October 1). Employees are permitted one merit increase per year if they have not attained the top of the salary range. The October 1 date was the City's prior cycle of the fiscal year. With the October 1 date, an eligible employee may exceed the one-year period without receiving a merit increase. Aligning merit increases with an employee's anniversary date also ensures that they are able to receive a timely merit increase.
- Restructuring of Section 1A2.105 Flexible Benefit Plan to align the Executives and Mid-Management Confidential health contributions for PEMHCA and Flexible Dollars as explained above.
- Removal of Section 1A2.085 Overtime Pay- Exception for Police Lieutenants as they are no longer in the unrepresented Management and Confidential Series.
- Removal of Section 1A2.107 Retiree Medical Contribution as this is included and clarified in Section 1A2.108 Insurance Benefits-Retiree Medical-City Contribution.
- Addition of Section 1A2.109 to permit employees and eligible dependents to remain on City dental and vision plans if enrolled upon retirement. Premiums are to be paid by the retiree.
- Removal of Section 1A2.115.1 Tuition and Reimbursement Program for Police Lieutenants and Captains which are no longer in the unrepresented Management and Confidential Series.
- Removal of Section 1A2.116 Computer Loan Program which was eliminated with Resolution 5154 on June 4, 2019.
- Removal of references to Police Captains and Lieutenants in Section 1A2.130 Uniform Allowance as they are no longer covered under the unrepresented Management and Confidential Series.
- Removal of Section 1A2.131 Sick Leave Accumulated for Physical Examination. Employees are granted sick leave on a monthly basis which may be used to attend health care provider appointments, including physical examinations.

Amendment to the Administrative Code

August 15, 2023

Page 7 of 8

- Revision of Section 1A2.131.1 Sick Leave and Section 1A2.148 Bereavement Leave to include others covered under the definition of immediate “family member.”
- Removal of Section 1A2.132 Sick Leave After Eight Years- Payment of One-Half Upon Termination. This provision sunset on July 6, 1975.
- Revision of Section 1A2.136 Sick Leave with Pay Due to Illness- Accumulation of Same; Sick Leave Cash Out to align with provisions provided to other miscellaneous represented employees.
- Removal of Section 1A2.137 Sick Leave Conversion to Salary Three Months Before Retirement. This provision does not align with the rules under the IRS doctrine of constructive receipt and CalPERS regulations regarding final settlement payments.
- Removal of Section 1A2.138 Physical Examinations. Employees are provided a City contribution towards the purchase health coverage from a CalPERS medical plan which offers physical examinations.
- Removal of Section 1A2.143 Holidays and Holiday Pay for Police Lieutenants as they are no longer in the unrepresented Management and Confidential Series.
- Revision of Section 1A2.144.1 Vacation Accrual Based on Total Service time in a PERS or Comparable Agency to eliminate the requirement to attain the top of the salary range or passing probation to be placed at the accrual rate corresponding to years of service in a CalPERS or comparable agency to promote recruitment and retention efforts.
- Revision of Section 1A2.146 Vacation to amend the leave cash out process to comply with the IRS doctrine of constructive receipt. Employees must make an irrevocable election at the end of the prior tax/calendar year declaring the number of vacation hours they intend to cash out. Employees can only cash out what they would have accrued in the tax/calendar year and only receive payment once those hours would have been earned.
- Section 1A2.147 Vacation Time Accrual For Temporary Industrial Disability- Employees on temporary industrial disability that is not subject to Labor Code section 4850 may accrue vacation time for the length of their industrial injury leave if they supplement their industrial disability payments with paid leave accruals such that they continue to receive their full salary.
- Removal of Section 1A2.151 Pre-Retirement Option 2W Death Benefit. This provision was completed with the amendment of the City’s CalPERS contract to provide this benefit for Classic members effective April 12, 2008, Tier II members effective December 13, 2012 and PEPRAs members effective January 1, 2013.

If approved and adopted, Human Resources will work with Finance to implement the new and updated provisions.

Amendment to the Administrative Code

August 15, 2023

Page 8 of 8

CITY STRATEGIC PLAN COMPLIANCE:

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

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

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Providing Changes to Chapter 1A2 Management-Confidential Series
2. Administrative Code Chapter 1A2 Management and Confidential Series - CLEAN
3. Administrative Code Chapter 1A2 Management and Confidential Series - REDLINE
4. Resolution Fixing the Employer Contribution 001 El Segundo El Segundo Mid-Management Confidential
5. Public Communication- Retiree Medical Insurance Contribution

RESOLUTION NO. _____

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

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

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

- A. Chapter 1A2 of the El Segundo Administrative Code outlines the Management-Confidential Series
- B. Staff seeks to update 1A2 to modify and clarify compensation and benefits for unrepresented employees

SECTION 2: Approval. The City Council approves the amendments to Chapter 1A2 (Management – Confidential Series) of the El Segundo Administrative Code set forth in Exhibit “A” to this Resolution, and such exhibit is incorporated by reference.

SECTION 3: Authority. The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 4: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 5: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

SECTION 7: This Resolution is effective upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of August, 2023.

Drew Boyles,
Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

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

Joaquin Vazquez, City Attorney

EXHIBIT "A"
BASIC SALARY SCHEDULE

THE CITY OF EL SEGUNDO

**ADMINISTRATIVE CODE
TITLE 1A**

SALARIES AND CONDITIONS OF EMPLOYMENT

**CHAPER 1A2
MANAGEMENT AND CONFIDENTIAL SERIES**



**Revised:
November 2011
August 1, 2012
September 24, 2021
June 15, 2015
May 2016
August 15, 2023**

CHAPTER 1A MANAGEMENT CONFIDENTIAL SERIES

SECTION 1A2.000- Schedule of Classes by Section 1

SECTION 1A2.010- Basic Salary Schedule 2

SECTION 1A2.060- Evaluation by City Manager- Department Heads 2

SECTION 1A2.070 Salary Increases Based on Performance 3

SECTION 1A2. 080- Overtime Pay- Exception- Fire Battalion Chiefs 4

SECTION 1A2.087- Salary Placement Upon Promotion..... 4

SECTION 1A2.090- Residence Requirements 4

SECTION 1A2.100- Administrative Leave 5

SECTION 1A2.105- Flexible Benefit Plan 6

SECTION 1A2.106- Insurance Benefits- Employee Dental, Vision, and Long Term Disability 7

SECTION 1A2.108- Insurance Benefits- Retiree Medical- City Contribution..... 7

SECTION 1A2.109- Retiree Dental and Vision 8

SECTION 1A2.110- Additional Employment 9

SECTION 1A2.115- Educational Expenses- Reimbursement 9

SECTION 1A2.115.2- Educational Incentive 9

SECTION 1A2.120- Deferred Compensation Plan 10

SECTION 1A2.121- Flexible Spending Account 10

SECTION 1A2.- Chief Officer Certification 10

SECTION 1A2.130- Uniform Allowance 11

SECTION 1A2.131.1- Sick Leave Accumulated for Care of Members of Immediate Family 11

SECTION 1A2.134- Sick Leave- Payment Upon Death or Service Retirement..... 12

SECTION 1A2.135- Sick Leave Accrued- Payment of on Disability Retirement or Disability Separation from the City- Less than 5 Years of City Service 12

SECTION 1A2.135- Payment of Sick Leave Accrual- After 20 Years of City Service 12

SECTION 1A2.135.2- Payment of Sick Leave Accrual- Disability Retirement- 5 or More Years of City Service 12

SECTION 1A2.136- Sick Leave- Leave With Pay Due to Illness- Accumulation of the Same; Sick Leave Cash Out 13

CHAPTER 1A MANAGEMENT CONFIDENTIAL SERIES

SECTION 1A2.137.1- Sick Leave Payouts 13

SECTION 1A2.139- Holidays and Holiday Pay 13

SECTION 1A2.139.1- Personal Leave/Floating Holiday 14

SECTION 1A2.140- Holidays and Holiday Pay- Battalion Chiefs 15

SECTION 1A2.144- Vacation Leave 15

**SECTION 1A2.144.1- Vacation Accrual Based on Total Service Time in a CalPERS or
Comparable Agency 16**

SECTION 1A2.145- Vacation Leave Use 16

SECTION 1A2.146- Vacation Leave Cash Out 16

SECTION 1A2.147- Vacation Leave Accrual- For Temporary Industrial Disability 17

SECTION 1A2.148- Bereavement Leave- Personal Emergencies- Immediate Family Defined .. 17

SECTION 1A2.149- Jury Duty..... 18

SECTION 1A2.150- Salaries and Benefits Applicable 18

**SECTION 1A2.152- City of El Segundo Substance Abuse Policy and Drug Free Workplace
Statement..... 18**

SECTION 1A2.153- CalPERS Member Contribution..... 18

SECTION 1A2.154- Auto Allowance 19

SECTION 1A2.155- Voluntary Binding Arbitration and Bonus Payment..... 19

SECTION 1A2.000 SCHEDULE OF CLASSES BY SERIES.

The following is a list of City Departments, under which Management and/or Confidential positions for each Department are listed. Salary ranges for all authorized positions shall be determined within the ranges depicted in the "Basic Salary Schedule (1A2.010 of the Administrative Code)."

Executive Management (At-Will)

Chief of Police
Fire Chief
Chief Financial Officer
Deputy City Manager
Director of Community Development
Director of Human Resources
Director of Public Works
Director of Recreation, Parks, and Library
Information Technology Services Director

Mid-Management

Assistant City Clerk (At-Will)
Assistant City Engineer
Battalion Chief
Building Services Manager
City Engineer (At-Will)
Communications Manager (At-Will) Deputy
City Clerk
Deputy City Treasurer II
Finance Manager (At-Will)
General Services Superintendent (At-Will)
Human Resources Manager (At-Will)
Information Systems Manager (At-Will)
Librarian II
Library Services Manager
Park Maintenance Superintendent
Planning Manager (At-Will)
Recreation Superintendent
Risk Manager (At-Will)
Senior Librarian
Treasury & Customer Service Manager (At-Will)
Utilities Superintendent (At-Will)

Confidential

Accountant
Executive Assistant
Human Resources Analyst
Human Resources Technician
Management Analyst
Payroll Accountant
Principal Civil Engineer

Senior Civil Engineer (At-Will)
Senior Executive Assistant (At-Will)
Senior Human Resources Analyst
Senior Management Analyst
Special Projects Administrator

(Council Approval) 1/88 and 1/89 (Reso. 4194) 11/00
(Reso. 5350) 06/20
(Reso. 5368) 10/22
(Reso. 5359) 09/22
(Reso. 5385) 12/22
(Reso. 5395) 2/23
(Reso. 5401) 3/23

SECTION 1A2.010 BASIC SALARY SCHEDULE.

Effective the pay period beginning August 12, 2023, the following respective salary schedules are hereby allocated and assigned to the respective Executive and Management/Confidential classifications.

See Attachment for Executives and Management/Confidential Salary Schedules

(Reso. 4965) 12/15

SECTION 1A2.060 EVALUATION BY CITY MANAGER – DEPARTMENT HEADS.

Employees within the Management-Confidential group (including Executive Management Series; Management Series; and the Confidential Employee Series), hereinafter referred to as “covered employees,” shall be evaluated based upon criteria established by the City Manager.

The City Manager shall approve all performance salary adjustments. Criteria for granting salary adjustments shall include but not be limited to:

- Present salary.
- Length of service.
- Quality and quantity of work performed.
- Increased competence in handling job responsibilities.
- Attitude and loyalty to City duties.
- Efforts toward self-improvement.
- Exceptional performance.

(Reso. 5154) 06/19

SECTION 1A2.070 SALARY INCREASES BASED ON PERFORMANCE.

Salary increases shall be based on evaluation of an individual's performance and shall acknowledge and reflect the level of job proficiency indicated by the employee's performance evaluation; there shall be no automatic step progression and no longevity step increases.

Salary increases shall normally be made once each year on an employee's anniversary date. Increases may be made at other times on the basis of Exceptional job performance or unusual circumstances. If the employee's anniversary date or other salary increase effective date falls in the middle of the pay period, the effective date of the increase will be the first day of that pay period.

Annual salary adjustments shall be granted predicated on merit and the criteria in Section 1A2.060 as follows: employees rated "Standard" are eligible for an increase up to five percent (5%); employees rated "Above Standard" and "Exceptional" are eligible to receive an additional 1-5% accelerated salary increase (Executives are eligible to receive up to an additional 1-2.5%); and employees rated "Below Standard" or "Unsatisfactory" are not eligible to receive a salary increase; however, no salary shall fall below the minimum or exceed the maximum of the salary range assigned to the affected employee's corresponding classification or position.

Accelerated salary advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current salary, an employee whose performance is exemplary and consistently exceeds normal expectations for their current salary may be eligible to receive accelerated salary advancement, so long as the employee has not yet reached the top of their salary range.

In order to be eligible for accelerated salary advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may not receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An accelerated salary step advancement shall not change the affected employee's anniversary date.

The maximum accelerated increase that may be approved by the City Manager is 5% percent in any fiscal year for Mid-Management and Confidential employees and 2.5% for Executive Management.

Covered employees may be evaluated immediately upon adoption of this resolution and may receive an appropriate salary increase at the discretion of the reviewing authority, subject to an employee evaluation.

Salary increases shall be based upon performance evaluation and shall not exceed the maximum salary range identified in 1A2.010 (table outlined in Section 1 above, as may be amended from time to time).

All other provisions of Section 1A2.070 shall remain in effect, including annual employee evaluation requirements.

(Reso. 1446) 11/86
(Reso.5154) 06/19
(Reso. XXXX) 8/23

SECTION 1A2.080 OVERTIME PAY – EXCEPTION – FIRE BATTALION CHIEFS.

Effective October 1, 1988, Executive, Mid-Management, and Confidential Employees shall not be paid overtime pay with the exception of Fire Battalion Chiefs assigned to Fire Suppression; they shall be paid time and one quarter (1.25) for time worked on Platoon Duty or scheduled or non-scheduled re-hires in excess of fifty-six (56) hours per week.

(Council Approval) 11/88

SECTION 1A2.087 SALARY PLACEMENT UPON PROMOTION.

In all cases where an employee is promoted to a classification regulated by this Chapter for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five (5%) percent the base rate of compensation, excluding Special Assignment Pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (exclusive of Educational Incentive Pay, Special Assignment, or any other form of compensation). The supervisor's salary shall not exceed the salary range for which her/she is eligible by length of service and performance.

(Reso. 3446) 11/86

SECTION 1A2.090 RESIDENCE REQUIREMENTS.

The Director of Public Works, Police Chief, and Fire Chief shall reside in a location which would enable the incumbents of those positions to report to work within one (1) hour of being notified of an emergency which requires their presence in El Segundo. Driving time shall be defined as the

time that it takes an individual to drive to El Segundo from their place of residence during normal traffic conditions, including morning and afternoon commuter rush hour conditions prevalent in Southern California. Current and Future occupants of these offices shall have eighteen (18) months from the date of appointment to meet this requirement.

(Reso. 3539) 6/88
(Reso. 4216) 06/01

SECTION 1A2.100 ADMINISTRATIVE LEAVE.

Executive Management positions shall receive up to 80 hours of Administrative Leave per calendar year upon approval of the City Manager. Mid-Management and Confidential positions shall receive up to 56 hours of Administrative Leave per calendar year upon recommendation of the Department Director and approval of the City Manager. This leave has no cash value and cannot be carried over.

(Reso. 3229) 10/83
(Reso. 3446 11/86)
(Reso. 4582) 12/08
(Reso. 4130) 9/99
(Reso. 4619) 9/09
(Reso. 5350) 06/20

SECTION 1A2.105 FLEXIBLE BENEFIT PLAN

Executive Management, Mid-Management, and Confidential: all positions listed in Section 1(A) above (and as may be amended thereafter), shall be eligible to participate in the City’s Flexible Benefit Plan, as per table below:

Effective Date	City Maximum Health Insurance Contribution per month Under “PEMHCA” (Per City Resolution filed with CalPERS)	Flex Benefit – City Contribution per month	City Contribution Monthly total:
Upon approval and adoption (August 15, 2023)	\$932	\$768	\$1,700
January 1, 2024	\$932	\$818	\$1,750
January 1, 2025	\$932	\$868	\$1,800
January 1, 2026	\$932	\$918	\$1,850

Employees shall not be entitled to cash out any excess monies that are not allocated to purchasing any of the specified benefits within the City’s portfolio. The employee shall be responsible for any and all out-of-pocket costs in excess of the City’s monthly contribution.

The City Contribution Amount toward health insurance is the City’s designated “PEMHCA” contribution as set forth in the City’s resolution(s) that are filed with CalPERS. Flex Benefit amounts are not part of the City’s designated “PEMHCA” contribution. Flex Dollars may only be used towards a medical premium or deferred compensation plan. There is no cash back from unused Flex Dollars.

(Reso. 5154) 06/19
 (Reso. 5307) 04/22
 (Reso. 5310) 04/22

SECTION 1A2.106 INSURANCE BENEFITS – EMPLOYEE DENTAL, VISION AND LONG TERM DISABILITY (NON-JOB RELATED) CONTRIBUTION.

The City shall provide dental and vision benefits for each covered Executive, Mid-Management, and Confidential employee and the employee’s eligible dependents.

Executive, Mid-Management, and Confidential Employees shall be covered by the City under a long term disability insurance plan.

(Reso. 4474) 7/06
(Reso. XXXX) 12/15
(Reso. 4975) 04/16
(Reso. 5147) 5/19

SECTION 1A2.108 INSURANCE BENEFITS – RETIREE MEDICAL – CITY CONTRIBUTION.

Executive, Mid-Management, and Confidential employees hired before June 1, 2016, who are hired into or subsequently appointed to a position regulated by this Chapter, shall be eligible for a monthly retiree health contribution of up to \$1,200. The monthly retiree health contribution will consist of the “PEMHCA” amount set forth in the City’s resolution filed by the City with CalPERS supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution (“PEMHCA” contribution + healthcare reimbursement account) exceed \$1,200 per month.

Executive Management, Mid-Management, and Confidential employees who are hired by the City on or after June 1, 2016, and appointed to a position regulated by this Chapter, shall only be eligible for a retiree medical benefit up to the “PEMHCA” contribution amount set forth in the City’s resolution filed by the City with CalPERS.

Executive Management, Mid Management, and Confidential employees service retiring from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022, shall be eligible for a retiree medical benefit equal to the “PEMHCA” amount set forth in the City’s resolution filed by the City with CalPERS, supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution (PEMHCA contribution + healthcare reimbursement account) exceed the amount provided to active employees in the Management and Confidential Series. For 2022, this total monthly City contribution is \$1,650 per month.

The Elected City Clerk and Treasurer positions shall also be eligible for this benefit as described in the March 15, 2016 staff report and Resolution 4973 which ties their active and retired allowances for health to the Management Confidential Series.

Hire Date	Retiree Medical – City Contribution
July 1, 2007 through June 30, 2016	PEMHCA amount supplemented with a City contribution not to exceed \$1,200 per month
July 1, 2016 and retired prior to June 21, 2022	PEMCHA amount only
Service retire concurrently from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022	PEMHCA amount supplemented with a City contribution to equal highest total monthly contribution as described in Section 1A2.107 above. For 2022, this amount shall not exceed \$1,650

In order to qualify for any retiree medical benefit from the City, the employee must qualify as an “annuitant” under PEMHCA (see Government Code section 22760(c). The retiree must have an effective retirement date with CalPERS within 120 days of separation from City employment and receive a retirement benefit from CalPERS.

(Council Approval) 11/88
 (Reso.XXXX)12/15
 (Reso. 4975) 04/16
 (Reso. 5350) 06/20
 (Reso. XXXX) 8/23

SECTION 1A2.109 RETIREE DENTAL AND VISION

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City’s dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon a retiree’s death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City’s dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City’s dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees’ eligibility to enroll in such plans.

(Reso. XXXX) 8/23

SECTION 1A2. 110 ADDITIONAL EMPLOYMENT.

An Executive who is employed full time by the City shall not accept other work or actively participate in the management of a private for profit activity outside of his or her employment with the City of El Segundo, without first obtaining approval of the City Council, and upon showing that such activity will not conflict with his or her discharge of duties of employment with the City.

(Reso. 2620) 4/75

SECTION 1A2.115 EDUCATION EXPENSES – REIMBURSEMENT.

Executive, Mid-Management and Confidential employees shall, upon an approved application and agreement to the provisions of this section, be reimbursed one hundred percent of the cost of tuition and books to a maximum of \$2,000 per calendar year effective January 1, 2001 for work-related college courses; provided, however, such courses have been approved by the City Manager. Employees terminating employment with the City voluntarily or through termination with cause within two months from completion of coursework shall have deducted from their final pay 100 percent of the amount reimbursed; thereafter, ten percent less than 100 percent shall be deducted from their final pay for each full month worked up to twelve months from the date of the completion of the course.

Participation in the program for mid-management and confidential employees is limited to those who have successfully completed their initial probationary period.

(Council Approval) 11/88

(Reso. 3995) 01/97

(Reso. 4194) 11/00

SECTION 1A2.115.2 EDUCATIONAL INCENTIVE.

Effective October 1, 2008, the Police Chief shall no longer receive 5% Educational Incentive Pay for possessing a Master's Degree from an accredited college or university.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Bachelor's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$1,170.19 per month.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$1,755.28 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$791.78 per month.

Education pays are not cumulative. Employee shall receive the pay corresponding to the highest level of education.

(Reso. 4026) 7/97
(Reso. 4194) 11/00
(Reso. 4430) 7/05
(Reso. 4582) 12/08

SECTION 1A2.120 DEFERRED COMPENSATION PLAN.

A Deferred Compensation Plan has been established as a benefit to Executive Management, Mid-Management, and Confidential employees, and each covered employee is eligible to participate in the Plan. The City shall not provide an annual matching contribution or any other contribution to the Deferred Compensation Plan.

As soon as feasible following adoption of Resolution No. 5350, the City shall establish a 401(a) Defined Contribution Plan for Executive Management employees only to offset the 6.2% required employee payroll tax contribution to Social Security. The City shall contribute 6.2% of base salary per pay period, up to the annual Social Security taxable maximum. City contributions to the plan shall be calculated on an annual basis and evenly distributed in 26 pay periods per year. For earnings in 2023, this base is \$160,200 with a \$9,932 maximum City contribution. The 401(a) Defined Contribution provision does not apply to employees in the Chief of Police and Fire Chief positions as those are exempted from Social Security. The Elected City Clerk and Treasurer positions shall be ineligible for this benefit.

(Reso. 2620) 4/75
(Reso. 4264) 8/02
(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4513) 7/07
(Reso. 4619) 9/09
(Reso. 4743) 10/11
(Reso. 4918) 6/15
(Reso. 5350) 6/22

SECTION 1A2.121 FLEXIBLE SPENDING ACCOUNT.

A Flexible Spending Account will be established pursuant to the terms and conditions of the Internal Revenue Code as a benefit to employees enumerated in Section 1A2.000. Each employee in Section 1A2.000 is eligible to participate in this plan.

(Council Approval) 11/88

SECTION 1A2.123 CHIEF OFFICER CERTIFICATION.

Effective July 1, 2008, Battalion Chiefs, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$585.09 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$659.82 per month.

(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4582) 12/08

SECTION 1A2.130 UNIFORM ALLOWANCE.

Effective October 1, 1988, Management-Confidential employees in the Police and Fire Department who are required to purchase and continuously maintain certain prescribed items of uniform clothing shall be compensated for a portion of the initial and maintenance costs thereof according to the following:

<u>Classification /Position</u>	<u>Per Mo. of Active Duty</u>
Police Chief	\$53.00
Fire Chief	\$33.00
Fire Battalion Chief	\$40.00

(Reso. 3229) 10/83
(Reso. 3446) 11/86
(Council Approval) 11/88

SECTION 1A2.131.1 SICK LEAVE ACCUMULATED FOR CARE OF MEMBERS OF IMMEDIATE FAMILY.

Sick leave is accrued at 8 hours per month. Employees in the Battalion Chief classification working on a 112 hours schedule accrue 12 hours per month.

Employees are eligible to utilize a maximum of half their annual sick leave accrual, forty-eight (48) hours or seventy-two (72) hours for Battalion Chiefs, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.

For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.

For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

(Reso. 3790) 10/92
(Reso. 3860) 4/94

(Reso. XXXX) 8/23

SECTION 1A2.134 SICK LEAVE – PAYMENT UPON DEATH OR SERVICE RETIREMENT.

In the event an Executive, Mid-Management, or Confidential employee, while in the City's employ, and who has been employed by the City for five continuous years or more in a full-time position, dies or service retires under the Public Employees' Retirement System with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to eighty percent (80%) of the value of such Sick Leave based upon his or her base salary at the time of death or service retirement, without the inclusion of overtime pay or additional compensation.

(Reso. 3229) 10/83

(Reso. 3336) 11/85

(Reso. 3498) 9/87

(Reso. XXXX) 8/23

SECTION 1A2.135 SICK LEAVE ACCRUED – PAYMENT OF ON DISABILITY RETIREMENT OR DISABILITY SEPARATION FROM THE CITY- LESS THAN 5 YEARS OF CITY SERVICE.

In the event an employee regulated by this Chapter while in the City's employ, and who has been employed by the City for five or more continuous years in a full-time position, Disability Retires under the California Public Employees' Retirement System or separates from the City with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to One Hundred Percent (100%) of the value of such Sick Leave, based upon the employees regular rate of pay at the time of retirement or separation.

(Reso. 3498) 11/86

(Reso, 3860) 4/94

(Reso. 4430) 7/05

(Reso. 4619) 9/09

SECTION 1A2.135.1 PAYMENT OF SICK LEAVE ACCRUAL – AFTER 20 YEARS OF CITY SERVICE.

Upon separation from service, sworn Police and Fire Management Employees with 20 years of continuous City service, will be compensated for One Hundred Percent (100%) of the employee's accumulated, unused Sick Leave at their regular rate of pay at separation.

(Reso. 4264) 8/02

(Reso. 4619) 9/09

SECTION 1A2.135.2 PAYMENT OF SICK LEAVE ACCRUAL – DISABILITY RETIREMENT- 5 OR MORE YEARS OF CITY SERVICE.

Upon separation from service because of a disability retirement, sworn Police and Fire Management employees with five years of continuous City service, will be compensated for ninety percent (90%) of the employee's accumulated, unused Sick Leave at the employee's

current rate at separation.

(Reso. 4264) 8/02

SECTION 1A2.136 SICK LEAVE – LEAVE WITH PAY DUE TO ILLNESS-ACCUMULATION OF SAME; SICK LEAVE CASH OUT

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury, or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the State of California. Permanent employees shall accumulate Sick Leave at the rate of eight (8) hours per month; employees on a 112 hours fire suppression schedule earn Sick Leave at the rate of twelve (12) hours per month. Hours worked in addition to a regular work week shall not entitle an employee to additional Sick Leave accumulation. Sick Leave taken by an employee shall be deducted from his or her accumulated credit.

Employees hired into a Management and Confidential Series position after August 15, 2023, may accumulate up to six hundred (600) hours of sick leave; nine hundred (900) for employees on a 112 hours fire suppression schedule. Once an employee reaches that cap, the employee shall not accrue additional sick leave until the balance has been reduced below 600 hours.

Employees hired on or before August 15, 2023 will be permitted to accrue sick leave in excess of the cap of six hundred (600) hours; nine hundred (900) for employees on a 112 hours fire suppression schedule subject to a mandatory cash out as described below.

For employees hired on or before August 15, 2023, the City will cash out any accrued sick leave in excess of the 600 or 900 hour cap on or around December 1 of each year. The City will provide the cash out by direct deposit.

(Reso. 3173) 10/82
(Reso. XXXX) 8/23

SECTION 1A2.137.1, SICK LEAVE PAYOUTS.

Notwithstanding Sections 1A2.132 through 1A2.135.2 of the El Segundo Administrative Code, employees regulated by this Chapter who receive payment of sick leave hours shall have the value of the sick leave hours calculated at the base salary hourly rate.

(Reso. 4918) 6/15

SECTION 1A2.139 HOLIDAYS AND HOLIDAY PAY.

Except as otherwise herein specifically provided, employees shall be entitled to the following holidays:

January 1st
The third Monday in January
The third Monday in February

November 11th
Thanksgiving Day and the Friday thereafter
December 24th

The last Monday in May
July 4th

December 25th
December 31st

The first Monday in September provided, however, (a) that such dates may be supplemented or amended by a Resolution amending the Administrative Code (b) that in the event any of these holidays fall on the last day an employee is off on the employee's regular days off period, the day following is observed as a holiday for the purpose of this section; and (c) that in the event any of these holidays fall on the first day of an employee's regular day off period, the previous day is considered a holiday for purpose of this section. Notwithstanding the above, this provision does not apply to Battalion Chiefs who receive pay in lieu of time off for holidays.

(Reso. 3173) 10/82
(Reso. 4513) 7/07
(Reso. 5197) 01/20
(Reso. XXXX) 8/23

SECTION 1A2.139.1 PERSONAL LEAVE/FLOATING HOLIDAY.

In addition to the holidays enumerated in Section 1A2.139, each employee who has completed six (6) months of service shall be entitled to select one (1) day per calendar year as a Floating Holiday.

Each employee shall also receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 5/40 schedule shall receive eight (8) hours, employees who are assigned to a 9/80 schedule shall receive nine (9) hours, and employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

In the first full pay period following the adoption of the Administrative Code by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.

The City will credit employees with the Personal Leave every January. Newly hired employees hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

(Reso. 3290) 12/84
(Reso. 3446) 11/86
(Reso XXXX) 8/23

SECTION 1A2.140 HOLIDAYS AND HOLIDAY PAY – BATTALION CHIEFS.

Battalion Chiefs assigned to Fire Suppression Duty will be paid for 156 hours in lieu of holidays once a year on or about the 10th day of December. Battalion Chiefs who serve in that capacity less than a full year will be paid Holiday Pay on a pro rata basis.

To the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

(Reso. 3178) 12/82
(Reso. 4513) 7/07

SECTION 1A2.144 VACATION LEAVE

Employees regularly employed shall accumulate vacation time in accordance with the following schedule:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective July 2, 2023, the City will impose a hard cap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee that has a vacation balance in excess of twice their annual accrual rate will be cashed out by the City at their base hourly rate to bring their vacation balance to twice their annual accrual rate in December 2023.

All other terms and conditions in Section 1A2.144(1) and (2) remain in effect.

(Reso. 3175) 10/82
(Reso. 3860) 4/94
(Reso. 4582) 12/08
(Reso. XXXX) 8/23

SECTION 1A2.144.1 VACATION ACCRUAL BASED ON TOTAL SERVICE TIME IN A CalPERS OR COMPARABLE AGENCY.

Executive, Mid-Management, and Confidential employees shall accumulate vacation time based on their total years of service in a CalPERS or comparable agency.

(Reso. 3860) 4/95
(Reso XXXX) 8/23

SECTION 1A2.145 VACATION LEAVE USE.

Vacation Leaves may be taken only after the employee has completed six (6) months of continuous service with the City.

(Reso. 3336) 11/85

SECTION 1A2.146 VACATION LEAVE CASH OUT.

- A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.
- B. IRREVOCABLE Election Process in 2023 and thereafter: A qualified employee may irrevocably elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their vacation to be accrued in the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of vacation leave to be accrued that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of vacation leave to be accrued that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

- C. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

- D. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has accrued in the calendar year as of the time of the cash out which the employee has not yet used.

(Reso. 3336) 11/85
(Reso. 4430) 7/05
(Reso. 4743) 10/11
(Reso. 4789) 10/12
(Reso. 4918) 6/15
(Reso. 4951) 12/15
(Reso XXXX) 8/23

SECTION 1A2.147 VACATION LEAVE ACCRUAL – FOR TEMPORARY INDUSTRIAL DISABILITY.

Notwithstanding the provisions of Section 1A6.220, employees on temporary industrial disability that is not subject to Labor Code section 4850 may accrue vacation time for the length of their industrial injury leave if they supplement their industrial disability payments with paid leave accruals such that they continue to receive their full salary. Employees on Labor Code section 4850 industrial injury leave will continue to accrue vacation leave during the time they are on industrial injury leave pursuant to Labor Code section 4850 without use of accrued leave balances.

(Reso. 3336) 11/85
(Reso. XXXX) 8/23

SECTION 1A2.148 BEREAVEMENT LEAVE – PERSONAL EMERGENCIES – IMMEDIATE FAMILY DEFINED.

In the event of the death of an employee's "family member", as defined in Section 1A2.131.1, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used within three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

(Reso. 3173) 10/82
(Reso. 3860) 4/94
(Reso. 4430) 7/05
(Reso XXXX) 8/23

SECTION 1A2.149 JURY DUTY.

The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty.

During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay.

Any compensation for the first two weeks of Jury Duty, except Travel Reimbursement Pay, must be deposited with the Director of Human Resources.

While on Jury Duty, the employee must report to work during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.

The employee must provide documentation of his or her daily attendance on Jury Duty.

(Reso. 4582) 12/08

SECTION 1A2.150 SALARIES AND BENEFITS APPLICABLE.

The provisions of this Chapter are applicable to Executive, Mid-Management, and Confidential employees enumerated in Section 1A2.040 of this chapter.

(Reso. 3173) 10/82

SECTION 1A2.152 CITY OF EL SEGUNDO SUBSTANCE ABUSE POLICY AND DRUG FREE WORKPLACE STATEMENT.

The City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement, dated July 1, 2008 shall be applicable to all Department Heads, Mid-Management and Confidential Employees.

(Reso. 4582) 12/08

SECTION 1A2.153 CalPERS MEMBER CONTRIBUTION.

Effective July 1, 2019, the CalPERS Classic Members in the Miscellaneous Classifications in Executive, Mid-Management, and Confidential shall pay a total employee contribution of eight percent (8%); seven percent (7%) shall be the member contribution, and one percent (1%) shall be employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).

CalPERS PEPPRA New Members in the Miscellaneous Classifications in Executive, Mid-Management-, and Confidential employees shall pay fifty percent (50%) of normal cost as determined by CalPERS.

Effective July 1, 2019, CalPERS Classic Members in the Safety Classifications in Executive, Mid-Management, and -Confidential employees shall pay a total employee contribution of twelve

(12%); nine percent (9%) shall be the member contribution, and three percent (3%) shall be the employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).

CalPERS PEPRA New Members in the Safety Classifications in Executive, Mid-Management, and Confidential Series shall pay fifty percent (50%) of normal cost as determined by CalPERS.

(Reso. 4741) 10/11
(Reso. 4743) 10/11
(Reso. 4789) 10/12
(Reso. 4918) 6/15
(Reso. 4951) 12/15
(Reso. 4976) 04/16
(Reso. 5154) 06/19

SECTION 1A2.154 AUTO ALLOWANCE.

Executive Management positions that are not provided a City vehicle shall receive an auto allowance in the amount of \$400 per month. Employees provided an auto allowance are ineligible for mileage reimbursement.

(Reso. 5350) 06/22

SECTION 1A2.155 VOLUNTARY BINDING ARBITRATION AND BONUS PAYMENT

Voluntary Agreement to Binding Arbitration in Exchange for \$10,000 Bonus Payment: Executive, Mid-management and Confidential employees may voluntarily enter into an Arbitration Agreement according to the terms of the agreement.

**UNREPRESENTED MANAGEMENT AND CONFIDENTIAL
SALARY RANGE ADJUSTMENTS - AUGUST 15, 2023**

M&C									
Unrepresented: Executive, Mid-Management, Confidential Employee Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
11/3/2020	8/15/2023	5232	Deputy City Manager (At-Will)	EXECUTIVE	60d	Salaried	68.20	11822.00	141864.00
							108.17	18750.00	225000.00
6/4/2019		5154	Chief of Police	EXECUTIVE	60f	Salaried	101.66	17620.73	211448.76
							125.41	21737.72	260852.64
6/4/2019		5154	Fire Chief	EXECUTIVE	70f	Salaried	96.69	16760.14	201121.68
							116.03	20112.17	241346.04
1/18/2022	8/15/2023	5306	Chief Financial Officer	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
11/3/2020	8/15/2023	5232	Director of Human Resources	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
11/3/2020	8/15/2023	5232	Information Technology Services Director	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
9/6/2022	8/15/2023	5359	Director of Recreation, Parks, and Library	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
9/6/2022	8/15/2023	5359	Director of Community Development	EXECUTIVE	64d	Salaried	78.35	13581.00	162972.00
							108.17	18750.00	225000.00
6/4/2019	8/15/2023	5154	Director of Public Works	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
6/4/2019	8/15/2023	5154	Assistant City Engineer	MANAGEMENT	56m	Salaried	60.70	10521.52	126258.24
							77.21	13383.38	160600.56
6/6/2023	8/15/2023	5420	Aquatics Manager	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
6/4/2019		5154	Battalion Chief	MANAGEMENT	60f	Salaried	53.74	13041.06	156492.72
							64.49	15649.27	187791.24
6/4/2019	8/15/2023	5154	Building Safety Manager	MANAGEMENT	60f	Salaried	64.83	11236.58	134838.96
							82.46	14292.92	171515.08
6/4/2019	8/15/2023	5154	City Engineer (At-Will)	MANAGEMENT	60m	Salaried	68.91	11943.54	143322.48
							87.65	15192.19	182306.22
11/3/2020	8/15/2023	5381	Communications Manager (At-Will)	MANAGEMENT	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5344	Deputy City Clerk	MANAGEMENT	27m	Salaried	35.43	6140.99	73691.88
							44.80	7765.55	93186.59
6/7/2022	8/15/2023	5344	Assistant City Clerk (At-Will)	MANAGEMENT	36m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Deputy City Treasurer II	MANAGEMENT	30s	Salaried	44.05	7635.47	91625.64
							56.03	9712.31	116547.76
2/21/2023	8/15/2023	5395	General Services Superintendent (At-Will)	MANAGEMENT	57m	Salaried	59.04	10233.12	122797.44
							75.10	13016.52	156198.29
4/19/2022	8/15/2023	5326	Finance Manager (At-Will)	MANAGEMENT	55m	Salaried	59.38	10292.33	123507.96
							83.26	14431.90	173182.80
2/21/2023	8/15/2023	5395	Utilities Superintendent (At-Will)	MANAGEMENT	59m	Salaried	59.04	10233.12	122797.44
							75.10	13016.52	156198.29
6/4/2019	8/15/2023	5154	Human Resources Manager (At-Will)	MANAGEMENT	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Information Systems Manager (At-Will)	MANAGEMENT	54m	Salaried	62.04	10753.00	129036.00
							78.91	13677.82	164133.79
6/4/2019	8/15/2023	5154	Librarian II	MANAGEMENT	37m	Salaried	41.97	7274.57	87294.84
							53.38	9253.25	111038.99
11/3/2020	8/15/2023	1620	Library Services Manager	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
6/4/2019	8/15/2023	5154	Park Maintenance Superintendent	MANAGEMENT	48m	Salaried	54.45	9437.67	113252.04
							69.26	12004.71	144056.54
6/4/2019	8/15/2023	5154	Planning Manager (At-Will)	MANAGEMENT	56m	Salaried	64.83	11236.58	134838.96
							82.46	14292.92	171515.08
6/4/2019	8/15/2023	5154	Recreation Superintendent	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
11/3/2020	8/15/2023	5232	Risk Manager (At-Will)	MANAGEMENT	52m	Salaried	58.10	10071.00	120852.00
							73.90	12810.10	153721.20
6/4/2019	8/15/2023	5154	Senior Librarian	MANAGEMENT	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
11/3/2020	8/15/2023	5232	Treasury & Customer Service Manager	MANAGEMENT	141	Salaried	59.38	10292.00	123504.00
							75.53	13092.06	157104.72
6/4/2019	8/15/2023	5154	Accountant	CONFIDENTIAL	31m	Salaried	38.16	6614.09	79369.08
							48.54	8413.12	100957.50

**UNREPRESENTED MANAGEMENT AND CONFIDENTIAL
SALARY RANGE ADJUSTMENTS - AUGUST 15, 2023**

M&C									
Unrepresented: Executive, Mid-Management, Confidential Employee Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/4/2019	8/15/2023	5154	Executive Assistant	CONFIDENTIAL	34m	Salaried	37.98	6582.92	78995.04
							48.31	8373.48	100481.77
2/21/2023	8/15/2023	5395	Human Resources Analyst	CONFIDENTIAL	34m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	NA	Human Resources Technician	CONFIDENTIAL	18m	Salaried	29.58	5127.76	61533.12
							37.63	6522.52	78270.23
6/4/2019	8/15/2023	5154	Management Analyst	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	5154	Payroll Accountant	CONFIDENTIAL	31m	Salaried	38.16	6614.09	79369.08
							48.54	8413.12	100957.50
6/4/2019	8/15/2023	5154	Principal Civil Engineer	CONFIDENTIAL	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Senior Civil Engineer (At-Will)	CONFIDENTIAL	48m	Salaried	54.45	9437.67	113252.04
							69.26	12004.71	144056.54
6/4/2019	8/15/2023	5154	Senior Executive Assistant (At-Will)	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	5154	Senior Human Resources Analyst	CONFIDENTIAL	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
6/4/2019	8/15/2023	5154	Senior Management Analyst	CONFIDENTIAL	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
6/4/2019	8/15/2023	5401	Special Projects Administrator	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10

MANAGEMENT AND CONFIDENTIAL SERIES

EMPLOYEE VOLUNATRY ARBITRATION AGREEMENT

This Arbitration Agreement (“Agreement”), is between the City of El Segundo (“Employer” or “City”) and _____ (“Employee”) (collectively “Parties” or “Party” as may be appropriate.) Employer and Employee agree to the following terms and conditions.

1. **Consideration.** In exchange for a total of bonus payment of \$10,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

- a. Payment of \$10,000 is to be paid within 30 days of Employee’s delivery of an executed Agreement to the City. Employee shall not be entitled to receive more than \$10,000 in payment pursuant to this Agreement, even if Employee’s employment is terminated and the Employee subsequently becomes re-employed by the City.
- b. Once the Employee receives a payment under this Agreement, all Arbitrable Claims shall be subject to the arbitration process outline below.

2. **Applicable Law.** The Employee and Employer agree that the Arbitrable Claims defined below shall be submitted to and determined exclusively by binding arbitration under the California Arbitration Act, (“CAA”) (Cal. Code Civ. Proc. sec. 1280 et. Seq. Employer and Employee understand and agree that they are knowingly and intentionally giving up any right that they may have to a court trial by judge or jury with regard to the Arbitrable Claims.

3. **Arbitration Procedure.** The Parties shall have the right to conduct discovery pursuant to Cal. Code Civ. Proc. sec. 1283.05 (including all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Agreement shall prevent either Party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the Parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the Parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

4. **Definition of Arbitrable Claims.** The following shall be Arbitrable Claims:
- a. Appeals of Dismissals, Demotions, and/or Suspensions without Pay Longer than Six (6) Days, Brought by Executive, Mid-Management, and Confidential Employees: the City shall submit timely appeals of dismissals, demotions and suspensions without pay longer than six (6) days to binding arbitration, pursuant to this Agreement.
 - i. An employee who has been dismissed, demoted, or suspended longer than six (6) days, shall have ten (10) calendar days following written notification of the dismissal, demotion or suspension in which to file an appeal. The written appeal must be submitted to the City Manager.
 - ii. Upon receipt of a timely request for appeal of the dismissal, the City and employee may either mutually select an arbitrator or request a list of seven (7) arbitrators registered with the California State Conciliation and Mediation Service or some other mutually agreed upon source. The Parties shall agree to a mediator within ten (10) days of the timely appeal, unless the Parties mutually agree to extend this time period.
 - iii. The role of the arbitrator shall be to determine if the dismissal is consistent with just cause. The arbitrator shall hold a hearing at which both sides may present their arguments and evidence, including witnesses and subsequently issue a written decision. The hearing shall commence within 120 days of selection by the Parties, unless the Parties mutually agree to extend this time period.
 - iv. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall issue his/her decision in writing within thirty (30) days of the closing of the hearing.
 - v. The costs of the arbitration/hearing (court reporter, arbitration hearing transcripts) shall be divided in half (50/50) between the City and employee. Attorney's fees, staff time and witness fees shall not be shared between the Parties and shall be paid by the Party that incurred the cost.
 - b. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such as breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for

discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Agreement is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

- c. Notwithstanding the provisions of this Agreement, Employee may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

5. **No Arbitration of Class, Collective or Representative Actions.** To the fullest extent permitted by law, no form of class, collective, or representative action shall be maintained pursuant to this Agreement without the mutual consent of the Parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

6. **Arbitration Costs.**

- a. For arbitrations for appeals of dismissals, demotions, and/or suspensions without pay longer than six (6) days, the Employee and Employer agree to split the costs of arbitration evenly (see section 4.a.).
- b. For arbitrations of disputes for Arbitrable Claims as set out in section 4.b., the City shall bear the costs of any arbitration, including the compensation of the Arbitrator, all of the Arbitrator's administrative expenses, and CSR transcripts for arbitration hearings.
- c. For any arbitration conducted pursuant to this Agreement, except as may otherwise be required by law, the Parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator, including without limitation deposition related costs.

7. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of Employee's current employment by Employer and the duration of any subsequent re-employment of Employee by Employer and also survives after the termination of the Employee's current or employment or subsequent re-employment. This Agreement does not create any express or implied contract of employment and nothing in this Agreement is intended to alter the at-will employment status of Employee.

8. **Integration.** This Agreement sets forth the Parties' mutual rights and obligations with respect to the resolution of Arbitrable Claims. It is intended to be the final, complete, and exclusive statement of the terms of the Parties' agreements regarding this subject. This Agreement supersedes all other prior and contemporaneous agreements and statements related to the resolution of Arbitrable Claims, whether written or oral, express or implied, on this subject, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by Employee and Employer. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10. **Severability.** If a court or Arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

11. **Jurisdiction and Venue.** All arbitrations of Arbitrable Claims shall be heard in Los Angeles County, California, and all court proceedings arising out of this Agreement shall be filed in Los Angeles County, California.

"EMPLOYEE"

"EMPLOYER"

CITY OF EL SEGUNDO

Signature of Employee

Signature of Employer Representative

Printed Name of Employee

By:

Name/Title of Employer Representative

Dated

Dated



City of El Segundo
Administrative Code

Title 1A
Salaries and Conditions of Employment

Table of Contents

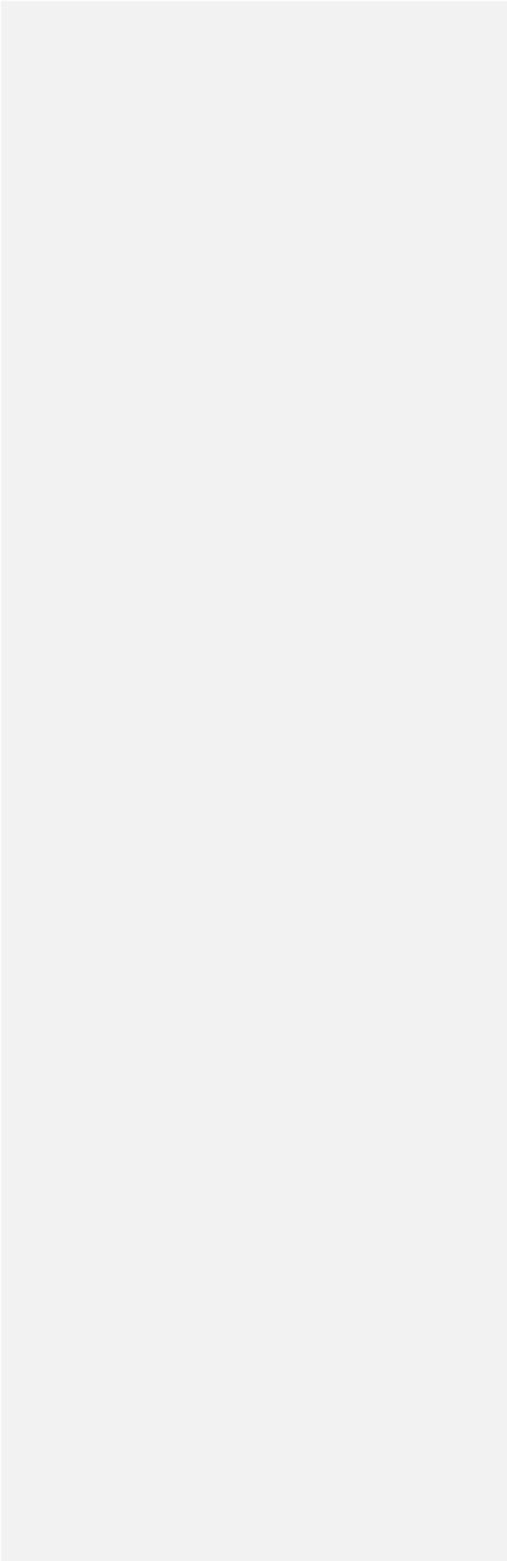
Chapters:

1A-1	Elective and Appointive Officers
1A-2	Management-Confidential Series Confidential Series
1A-3	General Government Series
1A-4	Fire Safety Service Series
1A-5	Police Safety Service Series
1A-6	General Rules
1A-7	Deferred Compensation Plan

Revised:

November 2011
August 1, 2012
September 24, 2012
June 15, 2015
January 11, 2016
May 2016
August 15, 2023

Chapter IA-2
Management-Confidential Series



**Chapter IA-2 Management-
Confidential Series**

<u>Sections:</u>	<u>Subjects</u>
1A2.000	Schedule of Classes by Section
1A2.010	Basic Salary Schedule
1A2.020	Salaries Fixed by City Manager
1A2.060	Evaluation by City Manager – Department Heads
1A2.070	Salary Increases Based on Performance
1A2.080	Overtime Pay – Exception – Fire Battalion Chiefs
1A2.085	Overtime Pay – Exception – Police Lieutenants
1A2.087	<u>Salary Placement Upon</u> Promotions
1A2.090	Residence Requirements
1A2.100	Administrative Executive Leave
1A2.101	Exceptional Leave Program
1A2.106	Insurance Benefits – Employee Dental, <u>Vision</u> and /Optical/ Long Term Disability (Non-job related) <u>City Contribution</u>
<u>1A2.105</u>	<u>Flexible Benefit Plan</u>
1A2.107	Retiree Medical Insurance Contribution
1A2.108	Insurance Benefits- Retiree Medical – Service- Retiree Medical – City Contribution
<u>1A2.109</u>	<u>Retiree Dental and Vision</u>
1A2.110	Additional Employment
1A2.115	Education Expenses - Reimbursement
1A2.115.1	Tuition and Book Reimbursement Program
1A2.115.2	Educational Incentive

1A2.116	Computer Loan Program
1A2.120	Deferred Compensation Plan
1A2.121	Flexible Spending Account
1A2.123	Chief Officer Certification
1A2.130	Uniform Allowances
1A2.131	Sick Leave Accumulated for Physical Examination
1A2.131.1	Sick Leave Accumulated for Care of Members of Immediate Family
1A2.132	Sick Leave after Eight Years – Payment of One-half on Termination
1A2.133	Sick Leave Accrued – Payment on Termination Prior to December 4
1A2.134	Sick Leave – Payment upon Death or Service Retirement
1A2.135	Sick Leave – Payment upon Disability Retirement 1A2.135.1
	Payment of
1A2.135.1	Payment of Sick Leave Accrual – After 20 Years of City Service
	Sick Leave Accrual – After 20 Years of City Service
1A2.135.2	Payment of Sick Leave Accrual – Disability Retirement 1A2.136 Sick Leave – Leave with Pay Due to Illness – Accumulation of Same
1A2.137	Sick Leave – Conversion to Salary Three Months Before Retirement
1A2.138	Physical Examinations
1A2.139	Holidays and Holiday Pay
1A2.139.1	Personal Leave – Floating Holiday
1A2.140	Holidays and Holiday Pay – Battalion Chiefs
1A2.143	Holidays and Holiday Pay – Police Lieutenants
1A2.144	Vacation <u>Leaves</u>

- 1A2.144.1 Vacation Accrual Based on Total Service Time in a CalPERS or Comparable Agency
- 1A2.145 Vacation Time Use
- 1A2.146 Vacation Cash OutTime Accrual – Payment in Lieu of
- ~~1A2.147 Vacation Time Accrual – for Temporary Industrial Disability~~

1A2.148	Bereavement Leave – Personal Emergencies – Immediate Family Defined
1A2.149	Jury Duty
1A2.150	Salaries and Benefits Applicable
1A2.151	Section 21548 – Pre-Retirement Option 2W-Death-Benefit
1A2.152	City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement
1A2.153	PERS Member Contribution
1A2.154	Auto Allowance
<u>1A2.155</u>	<u>Voluntary Binding Arbitration Agreement and Bonus Payment</u>

Chapter IA-2 Management-Confidential Series

SECTION 1A2.000 SCHEDULE OF CLASSES BY SERIES.

The following is a list of City Departments, under which Management and/or Confidential positions for each Department are listed. Salary ranges for all authorized positions shall be determined within the ranges depicted in the "Basic Salary Schedule (1A2.010 of the Administrative Code)."

Executive Management (At-Will)

Chief of Police
Fire Chief
Chief Financial Officer
Community Services Director
Development Services Director
Deputy City Manager
Director of Community Development
Director of Human Resources
Director of Public Works
Director of Recreation, Parks, and Library
Information Technology Services Director

Mid-Management

Assistant City Clerk (At-Will)
Accounting Manager
Assistant City Engineer
Battalion Chief
Building Services Manager
City Engineer (At-Will)
Communications Manager (At-Will)
Deputy City Clerk
Deputy City Treasurer II
Finance Manager (At-Will)
General Services ~~Manager~~ Superintendent (At-Will)
Human Resources Manager (At-Will)
Information Systems Manager (At-Will)
Librarian II
Library Services Manager
Park Maintenance Superintendent
Planning Manager (At-Will)
Recreation Superintendent
Risk Manager (At-Will)
Senior Librarian
Treasury & Customer Service Manager (At-Will)
Utilities Superintendent (At-Will)

Confidential

Accountant
Executive Assistant
Human Resources Analyst
Human Resources Technician
Management Analyst
Payroll Accountant

Principal Civil Engineer
Senior Civil Engineer (At-Will)
Senior Executive Assistant (At-Will)
Senior Human Resources Analyst
Senior Management Analyst
Special Projects Administrator
General-Administrative

Assistant City Manager
Deputy City Clerk
Deputy City Treasurer
Executive Assistant
Human Resources Manager
Human Resources Specialist

Community, Economic and Development Services

Director of Community, Economic and Development Services
Building Safety Manager
Economic Development Manager
Planning Manager
Program Coordinator
Senior Planner
Senior Plans Examiner

Finance

Director of Finance
Assistant Director of Finance
Accounting Manager
Business Services Manager
Information Systems Manager

Fire

Fire Chief
Battalion Chief – Administration
Battalion Chief
Management Analyst

Library – Library

Director Senior
Librarian

Police

Police Chief
Police Captain
Police Lieutenant

Public Works

Director of Public Works
City Engineer
General Services Manager

Recreation and Parks

Director of Recreation and Parks
Parks Maintenance
Superintendent Recreation
Superintendent

(Council Approval) 1/88 and 1/89
(Reso. 4194) 11/00
(Reso. 5350) 06/20
(Reso. 5368) 10/22
(Reso. 5359-XXXX) 09/22
(Reso. 5385) 12/22
(Reso. 5395) 2/23
(Reso. 5401) 3/23

SECTION 1A2.010 BASIC SALARY SCHEDULE.

Effective the pay period beginning August 12, 2023-December 26, 2015, the following respective salary schedules are hereby allocated and assigned to the respective Executive and Management/Confidential classifications.

See Attachment for Executives and Management/Confidential Salary Schedules

(Reso. 4965) (12/15)

~~SECTION 1A2.020 SALARIES FIXED BY CITY MANAGER. The City Manager~~

~~shall fix salaries of the persons enumerated in Section 1A2.000 of this Chapter.~~

~~(Reso. 2620) 4/75~~

Commented [SMB1]:

SECTION 1A2.060 EVALUATION BY CITY MANAGER – DEPARTMENT HEADS.

~~Employees within the Management-Confidential group (including Executive Management Series; Management Series; and the Confidential Employee Series), hereinafter referred to as "covered employees," shall be evaluated based upon criteria established by the City Manager. The City Manager shall evaluate those employees who report directly to him. The remaining Management-Confidential employees shall be evaluated by their department heads.~~

The City Manager shall approve all performance salary adjustments. Criteria for granting salary adjustments shall include but not be limited to:

- ~~1.● Present salary.~~
- ~~2.● Length of service.~~
- ~~3.● Quality and quantity of work performed.~~
- ~~4.● Increased competence in handling job responsibilities.~~
- ~~5.● Attitude and loyalty to City duties.~~
- ~~6.● Efforts toward self-improvement.~~
- ~~7.● Exceptional performance.~~

(Reso. 5154) 06/19

SECTION 1A2.070 SALARY INCREASES BASED ON PERFORMANCE.

Salary

increases shall be based on evaluation of an individual's performance and shall acknowledge and reflect the level of job proficiency indicated by the employee's performance evaluation; there shall be no automatic step progression and no longevity step increases.

Salary increases shall normally be made once each year on ~~an employee's anniversary date or near October 1.~~ Increases may be made at other times on the basis of ~~Exceptional superior~~ job performance or unusual circumstances. If the employee's anniversary date or other salary increase effective date falls in the ~~first week-~~ middle of the pay period, the effective date of the increase will be the first day of that pay period; ~~if the date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period.~~

Annual salary adjustments shall be granted predicated on merit and the criteria in Section 1A2.060 as follows: employees rated "~~Standard~~ satisfactory" are eligible ~~for to~~ an increase up to ~~the annual across-the-board five percent (5%) change to the salary ranges;~~ employees rated "Above ~~Standard~~ Average" and "~~Exceptional~~ Outstanding" are eligible to receive an additional 1-5% ~~accelerated salary~~ merit increase (~~Executives are eligible to receive up to an additional 1-2.5%);~~ and employees rated "Below ~~Standard~~ Average" or "Unsatisfactory" are not eligible to receive a ~~salary~~ pay increase; however, no salary shall fall below the minimum of the salary range assigned to the affected employee's corresponding classification or position.

~~Accelerated salary advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.~~

~~Prior to an employee completing one (1) year of service at their current salary, an employee whose performance is exemplary and consistently exceeds normal expectations for their current salary may be eligible to receive accelerated salary advancement, so long as the employee has not yet reached the top of their salary range.~~

~~In order to be eligible for accelerated salary advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager~~

shall submit a written report on the prescribed form to the appropriate Department Head.

~~_____The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.~~

~~_____The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.~~

~~_____The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.~~

~~_____An employee may not receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.~~

~~_____An accelerated salary step advancement shall not change the affected employee's anniversary date.~~

The maximum accelerated increase that may be approved by the City Manager ~~for employees whose salaries are above the control point~~ is ~~5%~~ten percent in any fiscal year ~~for Mid-Management and Confidential employees and 2.5% for Executive Management. Increases in excess of ten percent~~

~~for employees whose salaries are above the control point shall be submitted to the City Council for approval.~~

Commented [SMB2]:

Commented [RR3R2]:

Covered employees may be evaluated immediately upon adoption of this resolution and may receive an appropriate salary increase at the discretion of the reviewing authority, subject to an employee evaluation.

Salary increases shall be based upon performance ~~evaluation, and~~evaluation and shall not exceed the maximum salary range identified in 1A2.010 (table outlined in Section 1 above, as may be amended from time to time.

All other provisions of Section 1A2.070 shall remain in effect, including annual employee evaluation requirements.

(Reso. 1446) 11/86
(Reso.5154) 06/19
(Reso. XXXX) 8/23

SECTION 1A2.080 OVERTIME PAY – EXCEPTION – FIRE BATTALION CHIEFS.

Effective October 1, 1988, Executive, Mid-Management, and -Confidential Employees shall not be paid overtime pay with the exception of y. Fire Battalion Chiefs assigned to Fire Suppression; they shall be paid time and one quarter (1.25) for time worked on Platoon Duty or scheduled or non-scheduled re-hires in excess of fifty-six (56) hours per week.

(Council Approval) 11/88

SECTION 1A2.085 OVERTIME PAY – EXCEPTION – POLICE LIEUTENANTS

~~Notwithstanding Section 1A2.080 of the El Segundo Administrative Code, Police Lieutenants shall be paid time and one-half rates for time worked on shift basis in excess of eight hours, or ten hours when assigned to a four-day, ten-hour working schedule, in any one day or more than forty hours per week, excluding hours worked involving hold-over for non-shift work, or work due to staff meetings or training.~~

Commented [RR4]:

(Reso. 3216) 7/83

[Deleted \(Reso. XXXX\) 8/23](#)

SECTION 1A2.087 SALARY PLACEMENT UPON PROMOTIONS.

In all cases where an employee is promoted to a classification regulated by this Chapter for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five (5%) percent the base rate of compensation, excluding Special Assignment Pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (exclusive of Longevity Pay, Educational Incentive Pay, Special Assignment, or any other form of compensation). ~~In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate's base salary, the supervisor shall be granted a higher base salary (exclusive of Longevity Pay, Educational Incentive Pay, Special Assignment or any other form of compensation) even if the supervisor's new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, t~~he supervisor's salary shall not exceed the salary range for which her/she is eligible by length of service and performance.

(Reso. 3446) 11/86

SECTION 1A2.090 RESIDENCE REQUIREMENTS.

The Director of Public Works, Police Chief, and Fire Chief shall reside in a location which would enable the incumbents of those positions to report to work within one (1) hour of being notified of an emergency which requires their presence in El Segundo. Driving time shall be defined as the time that it takes an individual to drive to El Segundo from their place of residence during normal traffic conditions, including morning and afternoon commuter rush hour conditions prevalent in Southern California. ~~Current incumbents of these offices shall have eighteen (18) months from the passage of this resolution to meet this requirement.~~ Current and Future occupants of these offices shall have eighteen (18) months from the date of appointment to meet this requirement.

(Reso. 3539) 6/88
(Reso. 4216) 06/01

SECTION 1A2.100 EXECUTIVE ADMINISTRATIVE LEAVE. ~~Mid-~~

~~Management/Confidential employees shall be granted seven days of Executive Leave with pay per calendar year. Department Head and Executive employees shall be granted ten days of Executive Leave with pay per calendar year.~~

~~Executive Leave may be used for personal business, attendance at educational courses, or vacation.~~

Executive Management positions shall receive up to 80 hours of Administrative Leave per calendar year upon approval of the City Manager. Mid-Management and Confidential positions shall receive up to 56 hours of Administrative Leave per calendar year upon recommendation of the Department Director and approval of the City Manager. This leave has no cash value and cannot be carried over.

(Reso 3229) 10/83
(Reso. 3446) 11/86
(Reso. 4582) 12/08

06/20

(SECTION 1A2.101 EXCEPTIONAL LEAVE PROGRAM.

~~The Exceptional Leave Program provides the City Manager the discretion to award up to eight days per calendar year in recognition for extraordinary service of members of the Executive Management, Mid-Management/Confidential Group of employees, especially where sizable amounts of time are expended outside of normal business hours and beyond the normal requirements of the job. Awarded days may be used for time off, or if unused, may be cashed in at the end of the calendar year at the employee's regular rate of pay; cashed in amounts of Exceptional Leave are reported to PERS as compensation earnable by the employee.~~

~~(Reso. 4130) 9/99
(Reso. 4619) 9/09
(Reso. 5350) 06/20~~

SECTION 1A2.105 FLEXIBLE BENEFIT PLAN

~~A. Executive Management, Mid-Management, and Confidential Series: effective July 1, 2019, all positions listed in Section 1(A) above (and as may be amended thereafter), shall be eligible to participate in the City's Flexible Benefit Plan, as per table below:~~

Health City Contribution per month	Flex Benefit City Contribution per month	City Contribution Monthly total:
\$932	\$718	\$1,650

Commented [SMB5]: .
Commented [SMB6]:

<u>Effective Date</u>	<u>City Maximum PEMCHA Health Insurance Contribution City Contribution per month Under "PEMHCA" (Per City Resolution filed with CalPERS)</u>	<u>Flex Benefit – City Contribution per month</u>	<u>City Contribution Monthly total:</u>
<u>Upon approval and adoption (August 15, 2023)</u>	\$932	\$768	<u>\$1,700</u>
<u>January 1, 2024</u>	\$932	\$818	<u>\$1,750</u>
<u>January 1, 2025</u>	\$932	\$868	<u>\$1,800</u>
<u>January 1, 2026</u>	\$932	\$918	<u>\$1,850</u>

~~B. Management Confidential Series: effective July 1, 2019, all positions listed in Section 1(B) above, and las may be created thereafter, shall be eligible to participate in the City's Flexible Benefit Plan as per the table below:-~~

<u>Health City Contribution per month</u>	<u>Flex Benefit – City Contribution per month</u>	<u>City Contribution Monthly total:</u>
<u>\$735</u>	<u>\$915</u>	<u>\$1,650</u>

Commented [SMB7]:

~~Employees covered by Section 4(A) and 4(B) shall not be entitled to cash out any excess monies that are not allocated to purchasing any of the specified benefits within the City's portfolio. The employee shall be responsible for any and all out-of-pocket costs in excess of the City's monthly contribution.~~

The City Contribution Amount toward health insurance is the City's designated "PEMHCA" contribution as set forth in the City's resolution(s) that are filed with CalPERS. Flex Benefit amounts are not part of the City's designated "PEMHCA" contribution. Flex Dollars may only be used towards a medical premium or deferred compensation plan. There will be no cash back for unused Flex Dollars.

 _____ (Reso. 5154) 06/19
 _____ (Reso. 5307) 04/22
 _____ (Reso. 5310) 04/22

**SECTION 1A2.106 INSURANCE BENEFITS – EMPLOYEE DENTAL,
/OPTICAL/VISION AND LONG AND LONG TERM DISABILITY (NON-JOB
RELATED)/MONTHLY MEDICAL CONTRIBUTION.**

(A) Dental

The City shall pay the cost of the employee-only premium under the City's group dental program for those personnel regulated by this Chapter.

(B) Optical

Effective December 1, 1986, the City shall provide all personnel regulated by this Chapter a contribution toward employees' and dependents' premiums under the City's group optical program up to \$7.42 per month for the employee and two or more dependents; provided, however, that employees who have single coverage, or employees who have employee and one dependent coverage, shall be provided with payment of optical premiums in full or a maximum of \$7.42 per month, whichever is less.

(C) Long Term Disability (Non-Job Related)

The City shall provide dental and vision benefits for each covered Executive, Mid-Management, and Confidential employee and the employee's eligible dependents.

Executive, Mid-Management, and Confidential Employees shall be covered by the City under a long term disability insurance plan.

(D) Monthly Medical Contribution:

Effective June 1, 2016, the City will pay on behalf of each active employee the monthly PEMHCA medical contribution amount of \$782 for Executives and \$585 for Management Confidential employees. Effective June 1, 2016, employees may opt out of insurance and receive \$250/month in cash. The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit.

Commented [SMB8]: .

Commented [RR9R8]: !

Commented [SMB10]: !

Commented [SMB11]:

Effective October 1, 2016, active miscellaneous employees regulated by this Chapter shall receive a monthly flex dollar allowance, in addition to the PEMHCA contribution, to be used for payment of medical premiums or for other permitted uses under the Plan. The flex dollars shall be in the following amounts (exclusive of the PEMHCA contribution):

Executives: \$493.33/month
Management Confidential: \$345.30/month

(Reso. 3446) 11/86

Commented [SMB12]: !

(Reso. 4474) 7/06
(Reso. XXXX) 12/15
(Reso. XXXX4975)
04/16
(Reso. 5147) 5/19

SECTION 1A2.107 RETIREE MEDICAL INSURANCE CONTRIBUTION.

~~Employees appointed to positions after July 1, 2007 who concurrently service retire from CalPERS and the City of El Segundo after a minimum of five full-time years of service with the City of El Segundo are eligible to receive a City provided retiree medical insurance contribution. Employees appointed to positions after July 1, 2007 who service retire from the City of El Segundo are eligible to receive the City provided retiree medical insurance contribution after a minimum of five full-time years of service with the City of El Segundo.~~

(Reso.4513) 7/07
(Reso. 5350) 06/20
Deleted (Reso. XXXX) 8/23

Commented [SMB13]:

SECTION 1A2.108 INSURANCE BENEFITS – RETIREE MEDICAL – CITY ~~ITY~~ CONTRIBUTION. ~~City employees hired before June 1, 2016 who are subsequently appointed to a position regulated by this Chapter, shall be eligible for a monthly retiree health contribution of up to \$1200. The monthly retiree health contribution will consist of the PEMHCA contribution amount filed by the City with CalPERS supplemented by a City contribution to a healthcare reimbursement~~

~~account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA contribution + healthcare reimbursement account) exceed \$1200 per month.~~

~~**Employees who are hired by the City on or after June 1, 2016 and appointed to a position regulated by this Chapter, shall only be eligible for a retiree medical benefit up to the PEMHCA contribution amount filed by the City with CalPERS.**~~

~~Executive, Mid-Management, and Confidential employees hired before June 1, 2016, who are hired into or subsequently appointed to a position regulated by this Chapter, shall be eligible for a monthly retiree health contribution of up to \$1,200. The monthly retiree health contribution will consist of the "PEMHCA" amount set forth in the City's resolution filed by the City with CalPERS supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution ("PEMHCA" contribution + healthcare reimbursement account) exceed \$1,200 per month.~~

~~Executive Management, Mid-Management, and Confidential employees who are hired by the City on or after June 1, 2016, and appointed to a position regulated by this Chapter, shall only be eligible for a retiree medical benefit up to the "PEMHCA" contribution amount set forth in the City's resolution filed by the City with CalPERS.~~

~~Executive Management, Mid Management, and Confidential employees service retiring concurrently from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022, shall be eligible for a retiree medical benefit equal to~~

Commented [SMB14]:

Commented [RR15R14]:

the "PEMHCA" amount set forth in the City's resolution filed by the City with CalPERS, supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution (PEMHCA contribution + healthcare reimbursement account) exceed the amount provided to active employees in the Management and Confidential Series. For 2022, this total monthly City contribution is \$1,650 per month.

The Elected City Clerk and Treasurer positions shall also be eligible for this benefit as described in the March 15, 2016 staff report and Resolution 4973 which ties their active and retired allowances for health to the Management Confidential Series.

Hire Date	Retiree Medical – City Contribution
July 1, 2007 through June 30, 2016	PEMHCA amount supplemented with a City contribution not to exceed \$1,200 per month.
July 1, 2016 and retired prior to June 21, 2022	PEMCHA amount only.
Service retire concurrently from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022	PEMHCA amount supplemented with a City contribution to equal highest total monthly contribution as described in Section 1A2.107 above. For 2022, this amount shall not exceed \$1,650

In order to qualify for any retiree medical benefit from the City, the employee must qualify as an "annuitant" under PEMHCA (see Government Code section 22760(c)). The retiree must have an effective retirement date with CalPERS within 120 days of separation from City employment and receive a retirement benefit from CalPERS.

(Council Approval) 11/88
 (Reso. XXXX) 12/15
 (Reso. XXXX4975) 04/16
 (Reso. 5350) 06/20
 (Reso. XXXX) 8/23

SECTION 1A2.109 RETIREE DENTAL AND VISION

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon a retiree's death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

[\(Reso. XXXX\) 8/23](#)

SECTION 1A2. 110 ADDITIONAL EMPLOYMENT.

An ~~Executive-Department Head~~ who is employed full time by the City shall not accept other work or actively participate in the management of a private ~~for profit-producing~~ activity outside of his or her employment with the City of El Segundo, without first obtaining approval of the City Council, and upon showing that such activity will not conflict with his or her discharge of duties of employment with the City.

(Reso. 2620) 4/75

SECTION 1A2.115 EDUCATION EXPENSES – REIMBURSEMENT.

~~Executive, Mid—~~Management ~~Mid-Managers and -~~

Confidential employees shall, upon an approved application and agreement to the provisions of this section, be reimbursed one hundred percent of the cost of tuition and books to a maximum of \$2,000 per calendar year effective January 1, 2001 for work-related college courses; provided, however, such courses have been approved by the City Manager. Employees terminating employment with the City voluntarily or through termination with cause within two months from completion of coursework shall have deducted from their final pay 100 percent of the amount reimbursed; thereafter, ten percent less than 100 percent shall be deducted from their final pay for each full month worked up to twelve months from the date of the completion of the course.

Participation in the program for mid-management and confidential employees is limited to those who have successfully completed their initial probationary period.

(Council Approval) 11/88

(Reso. 3995) 01/97

(Reso. 4194) 11/00

SECTION 1A2.115.1 TUITION AND BOOK REIMBURSEMENT PROGRAM. ~~SECTION 1A2.115.1—TUITION AND BOOK REIMBURSEMENT PROGRAM.~~

~~Sworn Police Management personnel are eligible to participate in the following program:~~

~~A. — Undergraduate Studies (Studies undertaken in pursuit of an AA or Bachelor's Degree):~~

~~1. — The City shall reimburse each affected employee in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California, [effective July 1, 1993];~~

~~2. — Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail", evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police.~~

Commented [SMB16]: .

Commented [RR17R16]: !

B. ~~Graduate Studies (Graduate Studies are defined as those undertaken in pursuit of a Master's Degree)~~

- ~~1. The City shall reimburse each affected employee pursuing graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University.~~
- ~~2. The City shall reimburse each affected employee pursuing graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies.~~
- ~~3. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade "C" or better (or where classes are taken "pass/fail", evidence must be provided of a "pass/fail" grade) in classes approved pre-enrollment by the Chief of Police.~~

Commented [SMB18]: .

C. ~~Expiration of Tuition/Book Reimbursement Program:~~

- ~~1. The City/Department obligation to provide tuition and book reimbursement as described herein, is contingent upon funding for the same being provided via any and all available ASSET FORFEITURE programs. If this method of funding the tuition/book reimbursement program is either insufficient to provide for any or all of the tuition/book reimbursements described herein or deemed to be unavailable as a matter of law for such use, the City shall be relieved of any and all contractual or other obligations to fund such reimbursement.~~
- ~~2. The City shall retain sole discretion to determine the sufficiency of funds to provide for said reimbursement and/or the legality of said use of the designated funds. Said determination(s) are not subject to any administrative or judicial appeal. If any affected employee has already enrolled in appropriate classes when it is determined that ASSET FORFEITURE funding is either insufficient or that said funds cannot appropriately be utilized, then the affected employee will be responsible for the costs of funding classes already in progress.~~

(Reso. 3860) 4/94

[Deleted \(Reso. XXXX\)](#) 8/23

SECTION 1A2.115.2 EDUCATIONAL INCENTIVE.

Effective October 1, 2008, the Police Chief shall no longer receive 5% Educational Incentive Pay for possessing a Master's Degree from an accredited college or university.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Bachelor's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of \$1,170.19 per month.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of \$1,755.28 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of \$791.78 per month.

Education pays are not cumulative. Employee shall receive the pay corresponding to the highest level of education.

Reso.	7/97
4026	
Reso.	11/00
4194	
Reso.	7/05
4430	
Reso.	12/08
4582	

SECTION 1A2.116 COMPUTER LOAN PROGRAM

~~SECTION 1A2.116 COMPUTER LOAN PROGRAM. Management-Confidential-~~

~~employees may apply for up to a \$4,000 interest-free loan to purchase personal computer hardware and software. Loans are repaid through payroll deductions over a three-year period. Outstanding loan balances must be fully paid off at the time an employee separates from the City.~~

(Reso. 3860) 4/94
~~Deleted (Reso. 5154) 06/19~~

~~SECTION 1A2.120 DEFERRED COMPENSATION PLAN. A Deferred Compensation Plan has been established as a benefit to Management-Confidential employees. Each Management-Confidential employee is eligible to participate in the Plan. The City shall not provide an annual matching contribution.~~

~~Employees who have reached the age of forty seven or older can cash out one-third of all accrued leave at their base salary hourly rate, up to the deferred compensation maximum "catch-up" permitted by law, during the employee's last three years of employment. In no event can an employee cash out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than one hundred twenty hours.~~
A Deferred Compensation Plan has been established as a benefit to Executive Management, Mid-Management, and Confidential employees, and each covered employee is eligible to participate in the Plan. The City shall not provide an annual matching contribution or any other contribution to the Deferred Compensation Plan.

As soon as feasible following adoption of Resolution No. ~~5350~~, the City shall establish a 401(a) Defined Contribution Plan for Executive Management employees only to offset the 6.2% required employee payroll tax contribution to Social Security. The City shall contribute 6.2% of base salary per pay period, up to the annual Social Security taxable maximum. City contributions to the plan shall be calculated on an annual basis and evenly distributed in 26 pay periods per year. For earnings in 2023, this base is \$16047,0200 with a \$9,932,114 maximum City contribution. The 401(a) Defined Contribution provision does not apply to employees in the Chief of Police and Fire Chief positions as those are exempted from Social Security. The Elected City Clerk and Treasurer positions shall be ineligible for this benefit.

(Reso. 2620) 4/75
(Reso. 4264) 8/02

(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4513) 7/07
(Reso. 4619) 9/09
(Reso. 4743) 10/11
(Reso. 4918) 6/15
(Reso. 5350) 06/22

SECTION 1A2.121 FLEXIBLE SPENDING ACCOUNT.

A Flexible Spending Account will be established pursuant to the terms and conditions of the Internal Revenue Code as a benefit to employees enumerated in Section 1A2.000. Each employee in Section 1A2.000 is eligible to participate in this plan.

(Council ~~Approval~~) 11 Approval 11/88

SECTION 1A2.123 CHIEF OFFICER CERTIFICATION.

Effective July 1, 2008, Battalion Chiefs, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$585.09 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$659.82 per month.

(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4582) 12/08

SECTION 1A2.130 UNIFORM ALLOWANCE.

Effective October 1, 1988,

Management-Confidential employees in the Police and Fire Departments who are required to purchase and continuously maintain certain prescribed items of uniform clothing ~~shand personal equipment~~ shall be compensated for a portion of the initial and maintenance costs thereof according to the following:

Commented [SMB19]:

Classification /Position

Per Mo. of Active Duty

EL140\001\12127582.v3

- 23

Police Chief	\$53.00
Fire Chief	\$33.00
Fire Battalion Chief,	\$40.00
Police Chief and Captains,	
Non-Patrol Lieutenants	
Patrol Lieutenants	\$53.00

(Reso. 3229) 10/83
 (Reso. 3446) 11/86
 (Council Approval) 11/88

SECTION 1A2.131 SICK LEAVE ACCUMULATED FOR PHYSICAL EXAMINATION.

~~The City will allow up to two days of accumulated Sick Leave each year to be used for purposes of physical examinations, subject to submission of a doctor's verification.~~

(Reso. 3173) 10/82
~~Deleted (Reso. XXXX)~~
8/23

SECTION 1A2.131.1 SICK LEAVE ACCUMULATED FOR CARE OF MEMBERS

OF IMMEDIATE FAMILY.

~~Sick leave is accrued at 8 hours per month. Employees in the Battalion Chief classification working on a 112 hours schedule accrue 12 hours per month. The City will allow up to twelve days of accumulated Sick Leave each calendar year to be used for purposes of medical emergencies, doctor visits and home care of members of the immediate family. Usage would also be permitted under the following instances:~~

~~Employees are eligible to utilize a maximum of half their annual sick leave accrual, forty-eight (48) hours or seventy-two (72) hours for Battalion Chiefs, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.~~

~~For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.~~

~~For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.~~

- ~~1. The birth of a child of an employee, and to care for a newborn.~~
- ~~2. The placement of a child with an employee in connection with the adoption or a foster care of a child of an employee.~~
- ~~3. To care for a member of the immediate family who has a serious health condition.~~

(Reso. 3790) 10/92

(Reso. 3860) 4/94
[\(Reso. XXXX\) 8/23](#)

SECTION ~~1A2.132~~ ~~SICK~~ 1A2.132 SICK LEAVE AFTER EIGHT YEARS – PAYMENT OF ONE-

HALF ON TERMINATION. ~~In the event an employee to whom this section applies has completed eight or more years of service with the City and resigns or is terminated for any reason other than those enumerated in Section 1A2.133, 1A2.134 and 1A2.135 of this title, and has unused Sick Leave to his or her credit at the time of termination of his or her services, such employee shall be compensated in an amount equal to one-half the value of his or her Sick Leave, based upon his or her current salary at the time of such termination, without the inclusion of Overtime Pay or additional compensation. Employees employed on and after July 6, 1975 shall not be eligible to receive compensation in an amount equal to the value of one-half of their Sick Leave.~~

Commented [SMB20]:
Commented [RR21R20]:

(Reso 3173) 10/82
(Reso. 3446) 11/86

SECTION ~~1A2.133~~ ~~SICK~~ 1A2.133 SICK LEAVE ACCRUED – PAYMENT ON TERMINATION PRIOR TO DECEMBER 1.

~~Employees who terminate prior to the first day of December while maintaining a balance of more than 1,056 hours of Sick Leave shall also be paid for one-half of their unused accrued Sick Leave accumulated since the preceding December 1.~~

(Reso. 3173) 10/82

[Deleted \(Reso XXXX\) 8/23](#)

SECTION 1A2.134 SICK LEAVE – PAYMENT UPON DEATH OR SERVICE RETIREMENT.

In the event an Executive, Mid-Management, or-Confidential employee, while in the City's employ, and who has been employed by the City for five continuous years or more in a full-time position, dies or service retires under the Public Employees' Retirement System with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to eighty percent (80%) of the value of such Sick Leave based upon his or her base salary at the time of death or service retirement, without the inclusion of overtime pay or additional compensation. The provisions of Section 1A6.140 and 1A6.150 of the El Segundo Administrative Code, as they apply to death or service retirement, shall not be applicable to Management Confidential employees. The provisions of Section 1A6.141 related to disability retirement shall apply to Management Confidential employees. If an employee subsequent to service retirement receives a disability retirement from the City of El Segundo, said employee shall repay to the City the monetary difference that he/she received as Sick Leave payment for a service retirement and the amount he/she would have been entitled to receive for a disability retirement.

- (Reso. 3229) 10/83
- (Reso. 3336) 11/85
- (Reso. 3498) 9/87
- (Reso. XXXX)
- 8/23

- Commented [RR22]:
- Commented [RR23R22]:
- Commented [RR24R22]:
- Commented [RR25R22]:
- Commented [RR26R22]:

SECTION 1A2.135 SICK LEAVE ACCRUED – PAYMENT OF ON DISABILITY RETIREMENT OR DISABILITY SEPARATION FROM THE CITY.

In the event an employee regulated by this Chapter while in the City's employ, and who has been employed by the City for five or more continuous years in a full-time position, Disability Retires under the California Public Employees Retirement System or separates from the City with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to One Hundred Percent (100%) of the value of such Sick Leave, based upon the employees regular rate of pay at the time of retirement or separation.

- (Reso. 3498) 11/86
- (Reso. 3860) 4/94
- (Reso. 4430) 7/05
- (Reso. 4619) 9/09

SECTION 1A2.135.1 PAYMENT OF SICK LEAVE ACCRUAL – AFTER 20 YEARS OF CITY SERVICE.

Upon separation from service, sworn Police and Fire Management Employees with 20 years of continuous City service, will be compensated for One Hundred Percent (100%) of the employee's accumulated, unused Sick Leave at their regular rate of pay at separation.

- (Reso. 4264) 8/02

(Reso. 4619) 9/09

SECTION 1A2.135.2 PAYMENT OF SICK LEAVE ACCRUAL – DISABILITY RETIREMENT.

Upon separation from service because of a disability retirement, sworn Police and Fire Management employees with five years of continuous City service, will be compensated for ninety percent (90%) of the employee's accumulated, unused Sick Leave at the employee's current rate at separation.

(Reso. 4264) 8/02

SECTION ~~1A2.136 SICK~~1A2.136 SICK LEAVE – LEAVE WITH PAY DUE TO ILLNESS- ACCUMULATION OF SAME; SICK LEAVE CASH OUT.

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury, or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the State of California. Permanent employees shall accumulate Sick Leave at the rate of eight (8) hours per one eight-hour day accumulation for each month; employees on a 112 hours fire suppression schedule earn Sick Leave at the rate of twelve (12) hours per month. ~~service, not to exceed a maximum of 1,056 hours (for Fire shift personnel – 1,584 hours).~~ Hours worked in addition to a regular work week shall not entitle an employee to additional Sick Leave accumulation. Sick Leave taken by an employee shall be deducted from his or her accumulated credit. Effective July 2, 20

Commented [RR27]:

E23,e2023,e Employees hired into a Management and Confidential Series position after August 15, 2023, may accumulate up to six hundred (600) hours of sick leave; nine hundred (900) for employees on a 112 hours fire suppression schedule. Once an employee reaches that cap, the employee shall not accrue additional sick leave until the balance has been reduced below 600 hours.

Employees hired on or before August 15, 2023 will be permitted to accrue sick leave in excess of the cap of six hundred (600) hours; nine hundred (900) for employees on a 112 hours fire suppression schedule subject to a mandatory cash out as described below.

For employees hired on or before August 15, 2023, the City will cash out any accrued sick leave in excess of the 600 or 900 hour cap on or around December 1 of each year. The City will provide the cash out by direct deposit.

(Reso. 3173) 10/82
(Reso. XXXX) 8/23

SECTION 1A2.137 SICK LEAVE CONVERSION TO SALARY THREE MONTHS BEFORE RETIREMENT
~~SECTION 1A2.137 – SICK LEAVE – CONVERSION TO SALARY THREE MONTHS~~

~~BEFORE RETIREMENT. Personnel regulated by this Chapter who have been employed by the City for five or more years may establish an irrevocable date for retirement by giving written notice to their Department Head who, in turn, shall notify the Personnel Director at least three (3) months in advance of said date. The employee may then elect to reduce their accumulated Sick Leave by 10%~~

~~and have the monetary value of that accumulated Sick Leave, redistributed uniformly throughout the remaining number of months prior to said retirement date, as wages subject to retirement contributions. The distribution of such additional compensation shall only pertain to increasing the employee's final year of compensation for retirement purposes only and shall not apply as base salary for any other purposes which are calculated upon the base hourly rate of pay including, but not limited to Overtime, Vacation Cash-In Pay, Vacation and/or Sick Leave Pay upon termination, annual Sick Leave Pay for excess accrual, or any other benefit or form of compensation predicated on the employee's salary.~~

(Council Approval) 11/88
~~Deleted (Reso XXXX) 8/23~~

Commented [SMB28]:

Commented [RR29R28]:

SECTION 1A2.137.1, SICK LEAVE PAYOUTS.

Notwithstanding Sections 1A2.132 through 1A2.135.2 of the El Segundo Administrative Code, employees regulated by this Chapter who receive payment of sick leave hours shall have the value of the sick leave hours calculated at the base salary hourly rate.

(Reso. 4918) 6/15

SECTION 1A2.138. PHYSICAL EXAMINATIONS

~~SECTION 1A2.138 PHYSICAL EXAMINATIONS.~~

~~Notwithstanding Section 1A6.270 of the El Segundo Administrative Code,~~

~~Management Confidential employees shall receive at City expense comprehensive medical examinations and recommended further testing, including individual fitness consultation, periodic follow-up monitoring, and "wellness" lectures. Following the implementation year in which all Management Confidential employees shall receive examinations, the frequency of testing shall be determined by the City doctor and approved by the City Manager. Employees who supply test results from similar timely medical examinations may be waived from the examination provided for herein.~~

(Reso. 3286) 11/84
(Reso. 3446) 11/86
~~Deleted (Reso. XXXX) 8/23~~

Commented [SMB30]:

Commented [RR31]:

Commented [RR32]:

SECTION 1A2.139 HOLIDAYS AND HOLIDAY PAY.

Except as otherwise herein specifically provided, employees shall be entitled to the following holidays:

January 1 st	November 11th
The third Monday in January	Thanksgiving Day and the Friday thereafter
The third Monday in February	December 24th
The last Monday in May	December 25 th
July 4 th	December 31st 25th

The first Monday in September, _____ December 31st

~~pp~~rovided, however, (a) that such dates may be supplemented or amended by a [Resolution amending the Administrative Code Memorandum of Understanding between the City and a Bargaining Unit](#); (b) that in the event any of these holidays fall on the last day an employee is off on the employee's regular days off period, the day following is observed as a holiday for the purpose of this section; and (c) that in the event any of these holidays fall on the first day of an employee's regular day off period, the previous day is considered a holiday for purpose of this section. Notwithstanding the above, this provision does not apply to Battalion Chiefs who receive pay in lieu of time off for holidays. in the event any of these holidays fall on the last day an employee is off on his or her regular days off period, the following day is observed as a holiday for the purpose of this section; provided, further, however, (b) that in the event any of these holidays fall on the first day of an employee's regular days off period, the previous day is considered as a holiday for the purpose of this section. Notwithstanding the above, this provision does not apply to Fire Battalion Chiefs who receive pay in lieu of time off for holidays.

(Reso. 3173) 10/82
(Reso. 4513) 7/07
[\(Reso. 5197\) 01/20](#)
[\(Reso. XXXX\) 8/23](#)

SECTION 1A2.139.1 PERSONAL LEAVE/FLOATING HOLIDAY.

In addition to the holidays enumerated in Section 1A2.139, each employee who has completed six (6) months of service shall be entitled to select one (1) day per calendar year as a ~~Personal Leave~~/Floating Holiday, ~~with the approval of the employee's supervisor after a minimum of seven (7) days prior notice.~~

~~Each employee shall also receive one (1) day per calendar year as a Personal Leave.~~

~~For this purpose, employees who are assigned to a 5/40 schedule shall receive eight (8) hours, employees who are assigned to a 9/80 schedule shall receive nine (9) hours, and employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.~~

~~In the first full pay period following the adoption of the Administrative Code by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.~~

~~The City will credit employees with the Personal Leave every January. Newly hired employees hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.~~

(Reso. 3290) 12/84
(Reso. 3446) 11/86
[\(Reso XXXX\) 8/23](#)

SECTION 1A2.140 HOLIDAYS AND HOLIDAY PAY – BATTALION CHIEFS.

Battalion Chiefs assigned to Fire Suppression Duty will be paid for 156 hours in lieu of holidays once a year on or about the 10th day of December. Battalion Chiefs who serve in that capacity less than a full

year will be paid Holiday Pay on a pro rata basis.

To the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

(Reso. 4513)

(Reso. 3178) 12/82
7/07

SECTION 1A2.140 HOLIDAYS AND HOLIDAY PAY – POLICE LIEUTENANTS.

SECTION 1A2.143 HOLIDAYS AND HOLIDAY PAY – POLICE LIEUTENANTS.

Police Lieutenants shall be paid for 96 hours in lieu of holidays once a year on or about the 10th day of December. Employees serving as Lieutenants less than a year shall be paid Holiday Pay on a pro rata basis. Upon the employee's request and Department Head approval, time off may be taken in lieu of Holiday Pay.

(Reso. 3216) 7/83
Deleted (Reso. XXXX) 8/23

SECTION 1A2.144 VACATIONS.

Employees regularly employed shall accumulate vacation time in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Permissible Accrual</u>
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

1. ~~Twelve working days per year with full salary for the first five years of continuous service with the City.~~
2. ~~Fifteen working days per year with full salary after five years and until the completion of ten years of continuous service.~~
3. ~~Eighteen working days per year after eleven years and until the completion of fourteen years of continuous service.~~
4. ~~Twenty five working days per year after fourteen years of continuous service~~

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective July 2, 2023, the City will impose a hard cap on vacation accrual such that such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee that has a vacation balance in excess of twice their annual accrual rate will be cashed out by the City at their base hourly rate to bring their vacation balance to twice their annual accrual rate in December 2023.

Commented [SMB33]:

4. ~~All other terms and conditions in Section 1A2.144(1) and (2) remain in effect.~~

(Reso. 3173) 10/82
(Reso. 3860) 4/94
(Reso 4582) 12/08
(Reso
XXXX)8/23

**SECTION 1A2.144.1 VACATION ACCRUAL BASED ON TOTAL SERVICE TIME
IN A PERS OR COMPARABLE AGENCY.**

~~Executive, Mid-Management, and Confidential employees who have successfully completed their initial probationary period and/or achieved E step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a CalPERS or comparable agency.~~

(Reso. 3860) 4/95
(Reso XXXX) 8/23

SECTION 1A2.145 VACATION TIME USE.

~~Executive Mid-Management, and Confidential employees regularly employed shall accrue vacation time on a monthly basis.~~ Vacation Leaves may be taken only after the employee has completed six (6) months of continuous service with the City.

Commented [SMB34]:

Commented [SMB35]:

(Reso. 3336) 11/85

SECTION 1A2.146 VACATION CASH OUT TIME ACCRUAL – PAYMENT IN LIEU OF.

~~Effective immediately, Management/Confidential non-safety employees who have completed one year of service may receive cash payment in lieu of accrued vacation time up to a maximum of sixty five percent (65%) of the annual accrual to which they are eligible for due to their length of service. Effective immediately, Management/Confidential fire safety employees (Battalion Chiefs) who have completed one year of service may receive cash payment in lieu of accrued vacation time up to a maximum of ten percent (10%) of the annual accrual to which they are eligible for due to their length of service. Executive employees may receive cash payment in lieu of accrued vacation time up to a maximum of one hundred percent (100%) of the annual accrual to which they are eligible due to their length of service. Effective January 9, 2016, the Police Chief may receive cash payment in lieu of accrued vacation time up to a maximum of one hundred percent (100%) to which he is eligible due to his length of service. Notwithstanding other provisions of the Administrative Code, employees regulated by this Chapter who receive payment of vacation hours shall have the value of the vacation hours calculated at the base salary hourly rate.~~

~~A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.~~

~~B. IRREVOCABLE Election Process in 2023 and thereafter: A qualified employee may irrevocably elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.~~

~~On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation to be accrued in for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).~~

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of ~~accrued~~ vacation leave to be accrued that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of ~~accrued~~ vacation leave to be accrued that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

C. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

D. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has accrued in the calendar year as of the time of the cash out which the employee has not yet used. -has available for their use.

(Reso. 3336) 11/85
(Reso. 4430) 7/05
(Reso. 4743) 10/11
(Reso. 4789) 10/12
(Reso. 4918) 6/15
(Reso. 4951) 12/15
(Reso
XXXX) 8/23

SECTION 1A2.147 VACATION TIME ACCRUAL – FOR TEMPORARY INDUSTRIAL DISABILITY.

Notwithstanding the provisions of Section 1A6.220, employees on temporary industrial disability that is not subject to Labor Code section 4850 may accrue vacation time for the length of their industrial injury leave if they supplement their industrial disability payments with paid leave accruals such that they continue to receive their full salary. longer than two years. Employees on Labor Code section 4850 industrial injury leave will continue to accrue vacation leave during the time they are on industrial injury leave pursuant to Labor Code section 4850 without use of accrued leave balances.

(Reso. 3336) 11/85
(Reso. XXXX) 8/23

SECTION 1A2.148 BEREAVEMENT LEAVE – PERSONAL EMERGENCIES – IMMEDIATE FAMILY DEFINED.

A. ~~_____ Bereavement Leave. In the case of death in the “immediate family” of the employee or the employee’s spouse, a maximum of 24 hours Bereavement Leave with pay may be granted per incident. A maximum of 40 hours Bereavement Leave with pay may be granted per incident when~~

the funeral/memorial service is 500 or more miles from City Hall.

~~For Battalion Chiefs and Administrative Battalion Chief, a maximum of four days (which shall be defined as two shifts or 48 hours) Bereavement Leave with pay may be granted per incident.~~

~~B. Immediate Family Defined. For the purpose of this section, "immediate family" shall mean the children, parents, grandparents and siblings of the employee, the employee's spouse or significant other.~~

~~In the event of the death of an employee's "family member", as defined in Section 1A2.131.1, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used within three (3) months of the date of the death of the "family member."~~

~~Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.~~

~~For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.~~

(Reso. 3173) 10/82
(Reso. 3860) 4/94
(Reso. 4430) 7/05
(Reso XXXX) 8/23

SECTION 1A2.149 JURY DUTY.

~~A. _____~~ The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty.

~~A.~~ During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

~~B.~~ For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay.

~~C.~~ Any compensation for the first two weeks of Jury Duty, except Travel Reimbursement Pay, must be deposited with the Director of Human Resources.

~~D.~~ While on Jury Duty, the employee must report to work during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.

The employee must provide documentation of his or her daily attendance on Jury Duty.

~~E.~~

(Reso. 4582) 12/08

SECTION 1A2.150 SALARIES AND BENEFITS APPLICABLE.

The provisions of this Chapter are applicable to Executive, Mid-Management, and Confidential employees enumerated in Section 1A2.040 of this chapter.

(Reso. 3173) 10/82

SECTION 1A2.151 SECTION 21548 - PRE-RETIREMENT OPTION 2W DEATH

~~**BENEFIT.** The City shall amend the contract between the Board of Administration of the California Public Employees Retirement System (PERS) and the El Segundo City Council in order to provide Section 21548 — Pre-Employment Option 2W-Death-Benefit for Sworn Safety Management Employees.~~

(Reso. 4582) 12/08

[Deleted \(Reso XXXX\) 8/23](#)

SECTION 1A2.152 CITY OF EL SEGUNDO SUBSTANCE ABUSE POLICY AND DRUG FREE WORKPLACE STATEMENT.

The City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement, dated July 1, 2008 shall be applicable to all Department Heads, Mid-Management and Confidential Employees.

(Reso. 4582) 12/08

SECTION 1A2.153 PERS MEMBER CONTRIBUTION.

~~Miscellaneous Executives shall pay seven percent (7%) of the PERS Member Contribution effective October 8, 2011. Safety Executives shall pay nine percent (9%) of the PERS Members Contribution effective January 9, 2016. Effective June 11, 2016, Management Confidential employees shall pay seven percent (7%) of the PERS Member Contribution and effective January 9, 2016, Fire Management employees (Battalion Chiefs) shall pay nine percent (9%) of the PERS Member Contribution.~~

~~Effective July 1, 2019, the CalPERS Classic Members in the Miscellaneous Classifications in Executive, Mid-and Management, Confidential and Confidential Series employees shall pay a total employee contribution of eight percent (8%); seven percent (7%) shall be the member contribution, and one percent (1%) shall be employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).~~

~~CalPERS PEPPRA New Members— in the Miscellaneous Classifications in Executive, Mid-and Management, and Confidential employees Series shall pay fifty percent (50%) of normal cost as determined by CalPERS. The salary for the Miscellaneous Classifications shall increased by 1%, and such increase is included and reflected within the salary table in Section 1.~~

~~Effective July 1, 2019, CalPERS Classic Members in the Safety Classifications in Executive, Mid-and Management, and Confidential employeesial Series shall pay a total employee contribution of twelve (12%); nine percent (9%) shall be the member contribution, and three percent (3%) shall be the employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).~~

~~CalPERS PEPPRA New Members in the Safety Classifications in Executive, Mid-and Management, and Confidential Series shall pay fifty percent (50%) of normal cost as determined by CalPERS. The salary for Safety Classifications in Executive, and Management Confidential Series shall increased by 3%, and such increase is included and reflected within the salary table in Section 1.~~

- (Reso. 4741) 10/11
- (Reso. 4743) 10/11
- (Reso. 4789) 10/12
- (Reso. 4918) 6/15

(Reso. 4951) 12/15
(Reso. ~~4976XXXX~~) 04/16
(Reso. 5154) 06/19

SECTION 1A2.154 AUTO ALLOWANCE.

Executive Management positions that are not provided a City vehicle shall receive an auto allowance in the amount of \$400 per month. Employees provided an auto allowance are ineligible for mileage reimbursement.

(Reso. 5350) 06/22

SECTION 1A2.155 VOLUNTARY BINDING ARBITRATION AND BONUS PAYMENT

Voluntary Agreement to Binding Arbitration in Exchange for \$10,000 Bonus Payment: Executive, Mid-Management and Confidential Employees may voluntarily enter into an Arbitration Agreement according to the terms of the agreement.

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
001 EL SEGUNDO MID-MANAGEMENT/CONFIDENTIAL

- WHEREAS, (1) **City of El Segundo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **El Segundo Mid-Management/Confidential**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **\$932.00** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **City of El Segundo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **City of El Segundo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of El Segundo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of El Segundo** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **October 1, 2023**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 15th day of August, 2023.

Signed: _____
Drew Boyles, Mayor

Attest: _____
Tracy Weaver, City Clerk

Harada, Patricia

Subject: FW: August 15th CC Meeting - Agenda Item related to "Retiree Medical Insurance Contribution"

From: Robert Turnbull

Sent: Friday, August 4, 2023 5:18 PM

To: *ALL CITY COUNCIL <allcouncil@elsegundo.org>

Cc: Voss, Barbara <bvoss@elsegundo.org>; George, Darrell <dgeorge@elsegundo.org>; Hensley, Mark

Subject: August 15th CC Meeting - Agenda Item related to "Retiree Medical Insurance Contribution"

Hi Honorable Mayor Drew Boyles, Mayor Pro Tem Chris Pimentel and Councilmembers Pirsztuk, Giroux and Baldino,

Happy Friday. I am writing you and have Cc'd the City Manager, Deputy City Manager and longtime City Attorney Mark Hensley to bring to your attention and raise significant citizen concern and outrage about an alleged/proposed agenda item being drafted by the Office of HR Director Rebecca Redyk coming your way to be heard at the August 15th Council Meeting to modify current language of Section 1A2.108 of the El Segundo Administrative Code, entitled, "Insurance Benefits - Retiree Medical - City Contribution."

Current language reads "Employees (*including City Council Members*) appointed to positions after July 1, 2007 who concurrently service retire from Cal PERS and the City of El Segundo after a minimum of five full-time years of service with the City of El Segundo are eligible to receive a City provided retiree medical insurance contribution.

This language exists because this generous but extremely costly benefit was designed to specifically reward City of El Segundo Employees and Council Members by caring for them long after they cared and served the Citizens and Business Community of El Segundo.

When this benefit was first approved by Council many years ago, they neglected to include the language "five full-time years of service with the City of El Segundo" and soon they realized, after a City of Manhattan Beach Secretary came to El Segundo for two weeks of employment and then service retired, receiving the lifetime retiree medical insurance contribution. Then it was the two-year employee, Public Works Director that received the same benefit due to his age and service retirement from CalPERS.

There are probably numerous other examples that the City can research for you, to provide historical perspective, which caused a prudent and fiscally correct City Council at the time to draft a resolution and approve it to modify the language to at least make the lateral employee coming to El Segundo from some other City to work in our City full-time for a **minimum of five years** or like Council Members, **two terms** to meet the five year requirement, before receiving this costly but deserving benefit for those that have honorably served our community.

Mayor and City Council, please don't be fooled and influenced by long term CalPers Employees that have come here from other cities like Newport Beach, Duarte, Santa Monica, Downey or Pomona and allow them to fool you into thinking this is an appropriate move to improve recruitment when they all have a personal stake in the matter. Recruitment and RETENTION is what you need at the highest level and changing this lower than the existing 5 years would be the worst move this council could take.

This is far from a cost saving measure for the City of El Segundo and would just cripple even more the future of the often-struggling OPEB Fund.

You don't want these kind of improprieties in our local Herald, or on social media. This would not look good for the City Council of El Segundo, the City Manager, HR Director and any other short term department heads in the Management Confidential group looking to set themselves up on their way out without serving the City for at least 5 years.

This could also further impact and upset the already struggling taxpayers in this community.

I must admit, I have not seen the written staff report as of this email and I do look forward to seeing it if the City Manager tries to move forward with it. I can assure you though, the rumblings and information swirling around this community already about this alleged or proposed agenda item does not look good for Human Resources and City Staff. If it has reached me, a retiree that has been gone from the City for 6 years and other retirees and residents, that is not good for your business. I'm just trying to give you a heads up and one perspective of something that will go sideways if not properly examined and evaluated.

I welcome all phone calls and written responses from my elected officials to discuss this in greater detail and I welcome the City Leadership to fact check what I have provided in this quick e-mail today.

I would hope at the least you could respond to me and acknowledge receipt of this e-mail since I rarely get the benefit of that.

Looking forward to hearing from someone interested on this topic.

Respectfully,
Bob Turnbull
26 Year Resident
1200 Block East Acacia Ave, El Segundo Ca 90245
310-345-0216



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Urho Saari Swim Stadium Capital Campaign

RECOMMENDATION:

1. Approve the proposed Urho Saari Swim Stadium Capital Campaign.
2. Alternatively, discuss and take other action.

FISCAL IMPACT:

No additional appropriation is needed in FY 23-24.

The design and installation of the proposed Legacy Wall is estimated to be \$20,000 from account 702-233-5101- 5418 (Trust Fund for Plunge Rehab Reserve).

The revenue potential for the Urho Saari Swim Stadium Capital Campaign is \$3,000,000 for account 702-233-5101-5418.

BACKGROUND:

In 2016, in partnership with South Bay Sports, Health and Recreation, and the City of El Segundo initiated a \$6 million dollar fundraising campaign for the El Segundo Wiseburn Aquatic Center which opened in 2019.

The fundraising efforts provided a variety of opportunities for businesses to donate towards the construction and ongoing programming of the Aquatic Center.

DISCUSSION:

In 2025, the City plans to re-open the Urho Saari Swim Stadium, also known as "The Plunge". This project has been years in the making and is expected to provide a recreational aquatics facility for the community. The Plunge will focus on providing programming for younger, less experienced swimmers, older adults, and those with physical challenges. The Plunge will feature an array of lessons, classes, and activities but will not focus on attracting competitive sporting events or activities. In this way, The

Urho Saari Swim Stadium Capital Campaign

August 15, 2023

Page 2 of 3

Plunge will act as a feeder program for those that wish to build their swimming skills and athletic abilities before they transfer to the El Segundo Wiseburn Aquatic Center.

It is to be noted that approximately \$9M is expected to be available for the construction of "The Plunge" in FY 2024-25. In addition, El Segundo Unified School District will contribute \$1M after the completion of the project. The estimated cost of the construction is currently \$12M.

The staff is recommending the initiation of an Urho Saari Swimm Stadium Capital Campaign with the goal of raising \$3M in additional funding for the project. Staff will work closely with local community leaders to seek donors who wish to become a part of this exciting project that will serve the community for years to come.

Naming Commitments

Naming Commitments will allow high-level donors to "name" a space within the facility including; East Terrace, West Terrace, Children's Pool, Children's Viewing Area, Lobby and Reception Area, and eight (8) dive blocks. Donor names will be inscribed on a bronze plaque and displayed for a fifteen-year period. The size and placement of each plaque will vary and will be determined at a later date through discussions with donors and City staff. Each naming commitment donation will be formalized in a written agreement developed in conjunction with the City Attorney's office. The cost to design and install the naming plaques will vary based on size, materials and other varying factors.

Legacy Wall

The Legacy Wall will feature 90 acrylic tiles inscribed with donor names, and 7 MDF (medium density fiberboard) photo plaques that will be installed with metal offsets on the West Interior Wall, facing the pool. The Department of Recreation, Parks and Library will host an annual Community Photo Contest where members of the community can submit photos of life in El Segundo to be considered for display on the Legacy Wall. A selection process for the contest winners will be developed in coordination with the Recreation and Park Commission and Aquatic Subcommittee. Selected winners will have their photos displayed for a period of one year. The rotating display of photos will keep the Legacy Wall alive and draw interest from patrons visiting the facility. Legacy Wall tiles range in price from \$1,000 to \$25,000 depending on the size and placement of the tile. The cost to design and install the Legacy Wall will be approximately \$20,000.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

Urho Saari Swim Stadium Capital Campaign

August 15, 2023

Page 3 of 3

Goal 5: Champion Economic Development and Fiscal Sustainability

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

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

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Urho Saari Swim Stadium Capital Campaign (1)

Urho Saari Swim Stadium

Capital Campaign



The Urho Saari Swim Stadium ("The Plunge")

The Urho Saari Swim Stadium affectionately known by the El Segundo community as "The Plunge", has a long and interesting history dating back to its construction as part of the Work Projects Administration program in 1940. The Plunge was designed by renowned architect John C Austin who also designed several landmark buildings in Los Angeles including the Griffith Observatory and Los Angeles City Hall. The visionary design included a 60 by 75-foot main pool and a wading pool measuring 20 by 48 feet, offering a range of aquatic experiences.

After years of meticulous planning and construction, The Plunge celebrated its grand opening on Thursday, November 13th, 1941. Its unveiling marked a milestone in Southern California's pool scene, as it quickly earned a reputation as one of the finest facilities in the region. The pool's outstanding features contributed to its distinction, including unique architectural work that eliminated pillars, ensuring unobstructed views for visitors. In addition to this, above-pool lighting illuminated the water adding to the vibrant atmosphere inside.

On the day of the grand opening, the director of the building was announced: Urho Saari, a figure of great significance in the pool's history. Urho Saari was a famed coach who led several U.S. Olympic teams and served as the AAU Water Polo Committee Chairman from 1957-1962. Urho Saari went on to coach 33 future Olympians and 17 Pan American athletes. Mr. Saari's dedication and commitment to the success worldwide aquatics athletes was recognized when the Plunge was later named after him, solidifying his place in the history of El Segundo.



THE PAST

The City of El Segundo officially established the Urho Saari Swim Stadium on November 13, 1941. Over the years, The Plunge continued to flourish as a beloved part of the community, drawing thousands of visitors annually. From providing a place for the youth of each generation to learn to swim, to training Olympic athletes, The Plunge provides a beloved service to the residents of El Segundo and the greater Los Angeles area.

THE PRESENT

The Urho Saari Swim Stadium has been closed since 2020 due to ongoing maintenance and facility issues. During this time, the City has continued offering aquatics programming at alternate facilities including Hilltop Pool and the recently opened El Segundo Wiseburn Aquatics Center.

THE FUTURE

The renovated Urho Saari Swim Stadium will meet the changing expectations of aquatics patrons who use aquatics facilities not only for recreational swim, but for connecting with community. Spaces in the new swim stadium will function in a variety of ways and engage a wide audience of patrons from infants to seniors. The new Swim Stadium will act as a gathering space for the community and provide a safe environment for recreational swim, swim lessons, adaptive programs, and more.

**DID YOU KNOW
THAT THE AQUATIC CENTER HOSTS**

20,000

POOL VISITORS EACH YEAR?

6

Naming Opportunities

Become a permanent part of the Urho Saari Swim Stadium through the following naming opportunities.



East Terrace \$350,000

The East Terrace in The Plunge offers stadium-style seating for over 200 people, providing an ideal vantage point to view pool events. With unobstructed views and comfortable seating, it is the perfect spot to immerse yourself in the excitement of aquatics.



West Terrace \$350,000

The West Terrace Area in The Plunge features an open space, allowing for flexible customization of the layout. It is the perfect space for workouts, parties, or classes, providing a versatile environment that can be tailored to various activities and gatherings. It also overlooks the pool providing for an excellent view of activities taking place.



Children's Pool \$350,000

The Children's Pool at The Plunge is ideal for swim lessons, water aerobics, and rehabilitation. With a higher water temperature, it ensures comfort for all participants. This versatile pool creates a welcoming environment for various activities that promote learning, fitness, and recovery.

Naming Opportunities (Continued)

Become a permanent part of the Urho Saari Swim Stadium through the following naming opportunities.



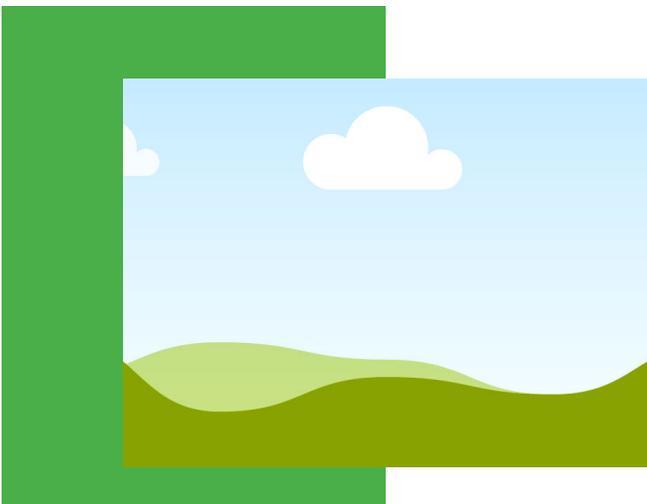
Lobby Area \$350,000

The lobby of The Plunge serves as the central access point, seamlessly connecting visitors to the pool deck, locker rooms, and viewing areas. It acts as a gateway, ensuring a smooth transition from arrival to the various amenities and experiences within the facility.



Children's Pool Viewing Area \$250,000

The Children's Pool viewing area will be a place for parents and caregivers to gather while watching their little ones learn to swim. Swim lessons at the facility attract XX youth per year which makes the Children's Pool Viewing area a hub of activity.



Diveblocks \$100,000 Each (8)

Watching swimmers jump from the dive blocks at the start of races is a moment of exhilaration! Each dive block provides an opportunity for your business to be memorialized as a dedicated partner to our robust aquatic programs. Dive in!

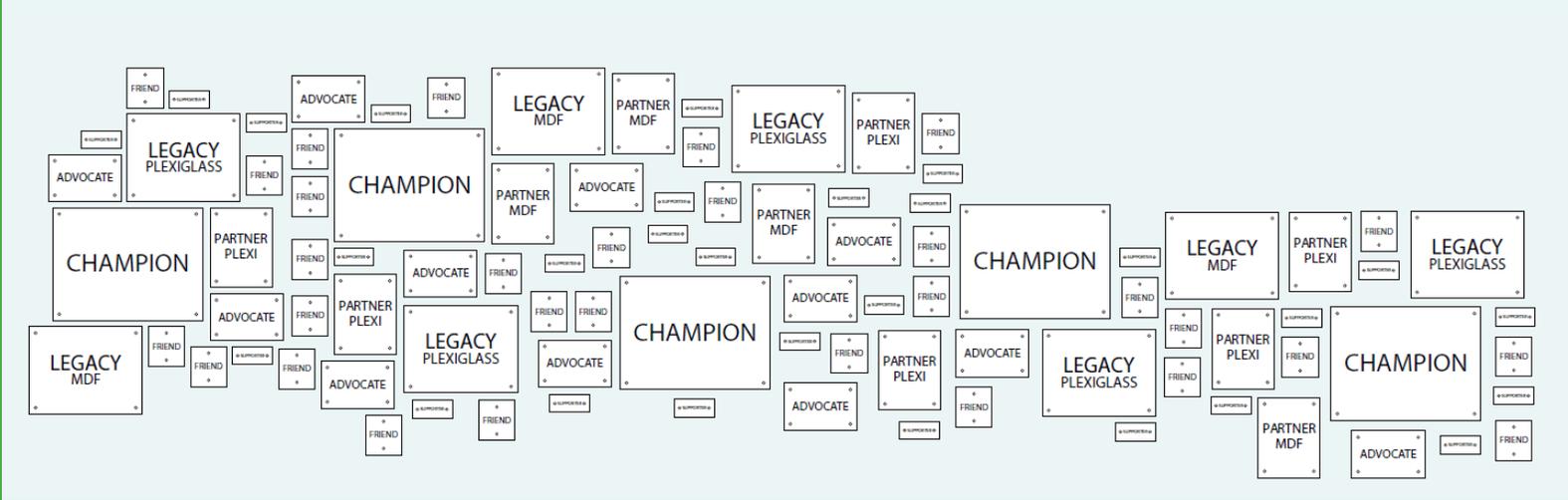
Naming Opportunity Commitments

Space	Gift Amount
East Terrace	\$350,000
West Terrace	\$350,000
Children's Pool	\$350,000
Lobby and Reception Area	\$350,000
Children's Pool Viewing Area	\$250,00
Dive Blocks (8)	\$100,000

HOW TO GET INVOLVED

We'd love to have you as a sponsor of the new Urho Saari Swim Stadium. If you are interested in naming on of the prominent spaces of the facility please call 310-524-2730 or visit us at Recreation Park, 401 Sheldon Street, El Segundo, CA 90245.

LEGACY WALL



The Urho Saari Legacy Wall offers a unique opportunity to support the future of the swim stadium while also recognizing, celebrating or commemorating an important person or persons in your life or in your community. The Legacy Wall will feature a rotating display of community photos submitted by El Segundo residents annually. Each year the photos will be refreshed keeping the Legacy Wall alive with glimpses of life in El Segundo. Each legacy tile will become a permanent part of this beloved community facility that will serve the community for years to come. Start your legacy today!



Legacy Wall Gift Levels

LEVEL	SIZE	GIFT AMOUNT
Champion	20.5" x 15.5"	\$25,000
Legacy	15.5" x 12.5"	\$15,000
Partner	8" x 11"	\$10,000
Advocate	10" x 6.5"	\$5,000
Friend	5" x 5.5"	\$1000

HOW TO GET INVOLVED

We'd love to have you as a sponsor of the new Urho Saari Swim Stadium. If you are interested in naming on of the prominent spaces of the facility please call 310-524-2730 or visit us at Recreation Park, 401 Sheldon Street, El Segundo, CA 90245.



Take A Look At The New Plunge



The value of a public swim facility in today's day and age has grown exponentially from the days when people went to pools to simply recreate. Public swim facilities and stadiums now serve the public in a variety of ways such as facilitating sports and competition, adaptive programs, private and commercial events, and swim lessons for youth, acting as gateways for critical youth and family services.



Benefits of The Plunge

A Place for Health & Wellness

The Plunge offers a range of benefits to its community. Firstly, it serves as a place for people to learn to swim, providing a safe and supportive environment for beginners to develop essential swimming skills under the guidance of certified instructors. Furthermore, The Plunge serves as a valuable facility for rehabilitation. The buoyancy of water reduces stress on joints and muscles, making it an excellent therapeutic medium for individuals recovering from injuries or managing chronic conditions.

A Place for All Abilities

The Plunge offers a wide range of aquatic experiences, making it a highly versatile space for visitors. From a small pool with warm water and shallow depths, perfect for beginners or therapeutic purposes, to a larger pool with exercise temperature water, 13 feet of depth at its deepest point, and a diving board, the facility caters to the needs of diverse swimmers. Whether you seek learning, relaxation, exercise, or adrenaline-pumping activities, The Plunge has it all.

A Place to Build Skills

The Plunge acts as a feeder facility for the community's other pool, providing a stepping stone for swimmers looking to enhance their skills and transition to more advanced training. This seamless progression supports individuals in refining their techniques and improving their performance at all ages and stages of life.

For inquiries, contact us.

Aly Mancini, Director of Recreation, Parks and Library
amancini@elsegundo.org
310-524-2730





City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Consideration of Two Acre Land Dedication Offer by CDC Mar East Campus 1 LLC to City

RECOMMENDATION:

1. Discuss the nature and extent of the easement, restrictions, and other burdens affecting the subject property and consider whether to direct the City Attorney to prepare the documentation necessary to accept the offer of dedication or have staff continue to investigate the various deed restrictions and environmental conditions affecting the site.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

If the City rejects the two acre dedication of land, there is no fiscal impact.

Unknown costs include potential environmental remediation efforts, absorbing the property into the City's capital asset management, future development and site improvements, and ongoing property maintenance and servicing. Additionally, should the City take ownership of the property it could become liable for hazardous soils conditions, including possible cleanup and associated damages. Should City Council direct staff to pursue acceptance of the parcel(s), staff will further study annual costs for environmental abatement and general maintenance costs.

Specifically, additional and initial soil and soil vapor tests may cost between \$10,000 and \$20,000. Depending on the results of those tests and depending on the city's intended use of the site (e.g., whether there be any structures developed, utilities installed, grading, etc.), additional testing and assessments could be required.

Depending on the findings, an additional \$50,000 or more may be required to obtain information and data necessary to secure closure from the California Department of Toxic Substance Control ("DTSC").

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 2 of 8

BACKGROUND:

On December 7, 2021, the City Council held a public hearing to consider CDC-Mar's proposed development of Phase II of the El Segundo South Campus Specific Plan ("ESSCSP") with a new corporate office headquarters and training facility for the Los Angeles Chargers, along with the demolition and reconstruction of a storage/warehouse building by Raytheon (the "Project"). The proposed Project included an amendment to the 2016 Development Agreement, delaying a contractual requirement that 7.54 acres of land within the Specific Plan area be used for open space and recreational purposes, either through an irrevocable offer to dedicate the land to the City or by providing employees within the Specific Plan area permanent access to the recreational area.

During the hearing, the Council expressed concern that the proposed amendment further prolonged the dedication of recreation/open space originally required when the specific plan was approved in 2016. In exchange for the City's agreement to the amendment, CDC-Mar agreed to contribute \$3 million towards The Plunge Saari Swim Stadium Pool Rehabilitation project and Raytheon agreed to modify the ESSCSP to allow additional use of the existing Raytheon park and to extend the hours available to the City and the community for limited practice use on weekdays and for practice and competitive play on weekends. CDC-Mar also agreed to offer (which offer was made on December 7, 2021 – the initial Council public hearing on the item) the subject, approximately two-acre open space parcel south of El Segundo Boulevard and along the eastern property line of the ESSCSP area. With those changes, the Project was ultimately approved on December 21, 2021.

DISCUSSION:

The offered parcel is approximately 1,760 feet in length (north to south) and ranges between 30 feet to 160 feet in width. It is, for the most part, located directly under a portion of the north-south segment of the Green Line between El Segundo Boulevard and Rosecrans Avenue. (See Attachment 1 [Location Maps].) The City commissioned a preliminary title report in February 2023 which revealed numerous easements, conditions, covenants, and restrictions affecting the use of the parcel. The preliminary title report is included in Attachment 2. In addition to the restrictions indicated in the title report, there are documented environmental issues in the immediate area that may warrant further investigation. Staff has significant concerns about the viability of utilizing the site for recreational purposes given its odd shape and based upon the various easement restrictions, covenants conditions and restrictions', and potential soils contamination issues, and is seeking direction from Council as to whether it wants staff to continue to pursue the potential acceptance of this property.

Summary of Easements Affecting the Subject Property

Below is a summary of the various easements listed in Schedule B (Exceptions to Coverage) of the preliminary title report. The area affected by each of the easements is

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 3 of 8

plotted on the easement exhibit provided in Attachment 3. These easements could make it difficult or impracticable for the City to use the property for any recreation or open space use.

- [PTR Exception No. 3.] Chevron (Grantor) to Hagee-Lewis Petroleum (Grantee). A 45-foot-wide easement giving Grantee the right to lay, construct, reconstruct, replace, etc., pipe lines and appurtenances for the transportation of oil and gas and for underground wires, cables, and conduit. The underground lines must be at least 24 inches deep. Grantee is also given the right to trim trees overhanging when deemed necessary. Grantor's successors (City, if the dedication is accepted) may not construct or maintain the whole or any part of any structure on the strip of land or in any manner impair or interfere with the rights granted by the easement. This easement covers the vast majority of the parcel.
- [PTR Exception No. 8.] Hughes Aircraft Company (Grantor/owner) to City of El Segundo. A 70-foot-wide non-exclusive easement for the operation, inspection, maintenance, repair and reconstruction of a below surface grade, buried waterline. Grantor retained the right to use the easement area for any purpose that does not unreasonably interfere with the easement, including, without limitation, landscaping and/or paved parking, roadway or street purposes, underground or overground utilities. This easement covers virtually the entire parcel. It is not clear whether these retained rights would pass with, and be effectively extinguished by, the transfer of the parcel to the City or if they would continue to benefit some adjacent parcel previously owned by Hughes Aircraft (Grantor). If the city is wary of the reserved rights to use of the surface of the parcel for parking, streets, etc., it can request that CDC-Mar take steps necessary, if any, to have those retained rights terminated.
- [PTR Exception No. 9.] Hughes Aircraft Company (Grantor) to Pacific Telephone and Telegraph (Grantee). Same 70-foot-wide non-exclusive easement area as Exception No. 8, but for the right to construct and maintain underground communications facilities and above ground markers, pedestals, equipment cabinets, etc. Grantor retained the right to use the easement area for any purpose that does not unreasonably interfere with the easement, including, without limitation, landscaping and/or paved parking, roadway or street purposes, underground or overground utilities. Again, if the City is wary of the reserved rights to use of the surface of the parcel for parking, streets, etc., it can request that CDC-Mar take steps necessary, if any, to have those retained rights quitclaimed back.

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 4 of 8

- [PTR Exception No. 11.] Hughes Aircraft Company (Grantor) to City of El Segundo. Same 70-foot-wide non-exclusive easement area as Exception Nos. 8 and 9, but for the operation, maintenance, and repair of underground storm drains. Grantor retained the right to use the easement area for any purpose that does not unreasonably interfere with the easement, including, without limitation, landscaping and/or paved parking, roadway or street purposes, underground or overground utilities. Again, if the City is wary of the reserved rights to use of the surface of the parcel for parking, streets, etc., it can request that CDC-Mar take steps necessary, if any, to have those retained rights quitclaimed back.
- [PTR Exception No. 13.] Hughes Aircraft Company (Grantor) to Los Angeles County Flood Control District (Grantee). Same 70-foot-wide non-exclusive easement area as Exception Nos. 8, 9, and 11, but for the construction, reconstruction, operation, maintenance and repair of underground waterline. Grantor retained the right to use the easement area for any purpose that does not unreasonably interfere with the easement, including, without limitation, landscaping and/or paved parking, roadway or street purposes, underground or overground utilities. If Grantee fails to use the waterline for a continuous period of one year, then the easement may be terminated at Grantor's option upon written notice. Again, if the city is wary of the reserved rights to use of the surface of the parcel for parking, streets, etc., it can request that CDC-Mar take steps necessary, if any, to have those retained rights quitclaimed back.
- [PTR Exception No. 15.] Raytheon (Grantor) to Los Angeles County Metropolitan Transportation Authority (Grantee). Two separate conveyances. The first ("Parcel 2") is an ingress and egress easement allowing access to the MTA area off El Segundo Boulevard. The second ("Parcel 3") is a limitation on air rights that affects the area where the MTA line is constructed. The upper and lower limits of the air rights restriction vary along the way, but is generally between 106 and 165 feet in elevation.
- [PTR Exception No. 21.] Raytheon (Grantor) to CDC MAR RETAIL I LLC (Grantee). A 20-foot-wide non-exclusive perpetual easement appurtenant to CDC's commercial parcels, for the purpose of constructing, installing, operating, maintaining, etc. sewer lines. The easement area comes off El Segundo Boulevard and affects the northern portion of the parcel.

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 5 of 8

- [PTR Exception No. 30.] An easement from CDC MAR to Raytheon giving Raytheon an access easement over those portions of the property a may be reasonably required for vehicular and pedestrian access to storage buildings and an identified “target area,” both of which are just south of the southerly boundary of the subject parcel.
- [PTR Exception No. 31.] An access easement agreement giving Raytheon the right to access the property for purposes of conducting any activities necessary (including testing, excavating, boring, etc.) for Raytheon to fulfill its obligations to DTSC or any other governmental authority in connection with the completion of a Corrective Action Consent Agreement dated June 22, 2011. These access rights may have been terminated by virtue of a DTSC letter dated February 20, 2020 removing the subject parcel(s) from the RCRA Facility Permit in place due to suspected contamination. In any event, the access rights terminate as of November 5, 2023 (November 5, 2032 as it related to groundwater contamination).

Summary of Conditions, Covenants, and Retained Rights

Below is a summary of various conditions, covenants and retained rights that are included among the exceptions from coverage listed in Schedule B of the preliminary title report.

- Instrument No. 78-1317577 (PTR Exception No. 5) is a grant deed from Chevron to Hughes Aircraft from November 28, 1978, where Chevron reserved oil and gas rights, including the right to drill.
- Instrument No. 17-489957 (CC&Rs; PTR Exception No. 19), as amended by Instrument No. 20-378566 (First Amendment) and Instrument No. 20-378567 (Second Amendment). These CC&Rs initially contained a number of restrictions on the subject property. However, the subsequent amendments specifically removed nearly all restrictions from the subject property. Relevant restrictions that appear to remain include: (i) The subject parcel, part of what the CC&R amendments refer to as the “Northeast Parcels”, are no longer required to pay a proportionate share of common area expenses, except for those relating to “Park Areas,” as defined; (ii) Development on the parcels is now exclusively governed by any applicable special land use restrictions (no residential, marijuana, auto/gas, cell or TV transmissions, warehousing, light industrial, hazardous

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 6 of 8

materials, helipads, laser/optical targets, video arcades, or radar towers).

- Instrument No. 17-489958 (PTR Exception No. 20). Declaration of Special Land Use Restrictions. No further subdivision of the land is permitted. No development unless in full compliance with the Project Area Entitlements (Specific Plan SP11-01, etc.)
- Instrument No. 21-545514 (PTR Exception No. 19). Declaration of Special Land Use Restrictions. Limited to uses allowable under the Specific Plan. No further subdivisions. Develop only with Specific Facilities contemplated by the document unless Declarant agrees otherwise.
- Instrument Nos. 19-1466051 and 22-285149 (PTR Exception No. 24) and Instrument Nos. 21-545514 and 22-285150 (PTR Exception No. 28). Similar to other declarations of special land use restrictions.
- Instrument No. 20-1306546 (PTR Exception No. 26). Land Use Covenant and Agreement between Raytheon (prior owner) and DTSC that restricts uses on the property as a consequence of permitted hazardous waste facility on or near the site that was removed in 2017 and closed under DTSC supervision in September 2018. The Covenant indicates that subsurface investigations at the property identified chlorinated solvents (TCE and PCE) in the soil and groundwater. In addition, arsenic levels exceeding local standards were detected in the soil. The Covenant prohibits use of the property for any type of residences, hospitals, schools, or day care centers. In addition, no activities that will disturb the soil at one foot below grade are allowed without a soil management plan approved by DTSC. Any soil disturbance must be managed in accordance with applicable state and federal law. The Covenant also requires the property owner to submit annual compliance reports to DTSC along with more comprehensive reports every five years.
- Instrument No. 21-545155 (PTR Exception No. 29). Grant deed from Raytheon to CDC Mar that prohibits the property from being used for consumptive agricultural use, residential use, day car use, hospital use, or aggregate or critical care use or educational use that includes dormitories of overnight stays.

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 7 of 8

- Instrument No. 21-545520 (PTR Exception No. 33). Deed of trust securing a \$50,000,000 note.

Environmental Issues

CDC-Mar provided the city with a summary of the environmental issues affecting the proposed dedicated property. (See Attachment 4.) According to that summary, the Raytheon property was developed with a series of oil wells and associated holding ponds and aboveground storage tanks from the late 1930s until the 1970s. Between June 1995 and late 2020, Hughes and Raytheon maintained a Resources Conservation and Recovery Act Hazardous Waste Facility Permit ("RCRA Permit") issued by DTSC. According to CDC-Mar's information, the dedication property appears to have been used primarily as a landscaped boundary to the overall Raytheon property, with some limited surface parking. Consequently, CDC-Mar requested that DTSC remove the parcels that comprise the dedication property from the RCRA Permit. In February 2020, DTSC obliged and issued a letter removing the dedication property from the RCRA Permit. DTSC concluded that there is "no evidence of a release, storage, treatment, or disposal of hazardous waste or constituents" at the dedication property. However, DTSC went on to note that its approval of the permit modification is contingent on the understanding that the subject property will remain restricted to commercial/industrial land uses only, consistent with the above-mentioned Land Use Covenant (PTR Exception No. 26). In addition, DTSC explained, "if previously unidentified contamination at the facility is discovered, additional investigation and remediation may be required. DTSC reserves the right to take or require action at [the site] if new or different information becomes known or available." (See February 20, 2020, correspondence from DTSC, attached to Attachment 4.)

When CDC-Mar acquired the property, it performed several environmental sampling activities, including the removal and replacement of a significant quantity of topsoil that contained unacceptable levels of arsenic. In late 2022, soil borings were conducted in the vicinity of the dedication property to analyze the presence of various organic and inorganic compounds. The investigation detected a total of 16 volatile organic compounds ("VOCs") as well as gasoline range organics ("GRO"). GRO was detected as a concentration of 356,000 micrograms per cubic meter in a boring conducted at the boundary line of the dedication property. According to CDC-Mar's summary, that concentration does not exceed regulatory standards if the dedicated property were to be used for a park or other open space type of use. However, different standards apply for commercial/industrial uses, which could be precluded without further investigation and, possibly, remediation. CDC-Mar's summary advises the City to conduct its own, independent due diligence to evaluate the potential for environmental impacts associated with the property dedicated.

Two Acre Land Dedication Offer by CDC Mar LLC to City

August 15, 2023

Page 8 of 8

The City Attorney's office consulted informally with a senior engineer at SCS Engineers, an environmental engineering firm with significant experience in El Segundo, to get an idea of what type of due diligence would be recommended prior to acquiring the site.

The engineer suggested that both soil and soil vapor tests would be appropriate and estimated the costs of such at between \$10,000 and \$20,000. Depending on the results of those tests and depending on the City's intended use of the site (e.g., whether there be any structures developed, utilities installed, grading, etc.), additional testing and assessments could be required. The engineer speculated that it could cost \$50,000 or more to get the information and data necessary to obtain closure from DTSC.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Michael Allen, AICP, Development Services Director

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed 2 Acre Land Dedication Map
2. Preliminary Title Report
3. Easements Exhibit
4. Environmental Summary and DTSC Letter
5. Draft Offer to Dedicate Land

El Segundo Blvd

approximately 2 acres

30ft

160ft

1760ft

95ft





300 PACIFIC COAST HIGHWAY, #1075
EL SEGUNDO, CA 90245
PHONE NO. (800) 794-8094

HLG HENSLEY LAW GROUP
2600 W. OLIVE AVENUE, SUITE 500
BURBANK, CA 91505

TITLE OFFICER: STEVE POSS/ JULIE SCHAAL
E-MAIL: TITLEUNIT10@PROVIDENTTITLE.COM
ORDER NO.: 10526042

ATTN: GREGG KOVACEVICH

YOUR REFERENCE NO: 4138-032-024,023 & 022

PROPERTY ADDRESS: VACANT LAND 4138-032-024, 023 AND 022 LOS ANGELES, CALIFORNIA

PRELIMINARY REPORT

DATED AS OF FEBRUARY 16, 2023 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A DOMA TITLE INSURANCE, INC. POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN SCHEDULE B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT. *PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

STEVE POSS/ JULIE SCHAAL
TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (1990)

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:
DOMA TITLE INSURANCE, INC.

SCHEDULE A

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CDC MAR EAST CAMPUS 2 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 22, 23 AND 24 OF TRACT NO. 71551, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1418 PAGE(S) 45 THROUGH 55 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET, AS RESERVED BY DEED EXECUTED BY CHEVRON U.S.A. INC., A CORPORATION, RECORDED ON NOVEMBER 28, 1978 AS INSTRUMENT NO. 78-1317577, OF OFFICIAL RECORDS, WHICH ALSO RECITES, "PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY AND THE LAND MASS OF THE PROPERTY TO A DEPTH OF FIVE HUNDRED (500) FEET ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OF INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH."

ASSESSOR'S PARCEL NUMBER: 4138-032-022, 023 AND 024

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2023-2024, WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2022-2023

1ST INSTALLMENT: \$ 2,163.3 PAID
 2ND INSTALLMENT: \$ 2,163.37 OPEN
 PENALTY: \$ 226.33
 CODE NO.: 09888
 TAX PARCEL NO.: 4138-032-022

SAID MATTER AFFECTS: LOT 22

C. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2022-2023

1ST INSTALLMENT: \$ 2,975.02 PAID
 2ND INSTALLMENT: \$ 2,975.01 OPEN
 PENALTY: \$ 307.50
 CODE NO.: 09888
 TAX PARCEL NO.: 4138-032-023

SAID MATTER AFFECTS: LOT 23

D. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2022-2023

1ST INSTALLMENT: \$ 16,912.23 PAID
 2ND INSTALLMENT: \$ 16,912.22 OPEN
 PENALTY: \$ 1,701.22
 CODE NO.: 09888
 TAX PARCEL NO.: 4138-032-024

SAID MATTER AFFECTS: LOT 24

E. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY [THE FILED OR RECORDED MAP](#) REFERRED TO IN THE LEGAL DESCRIPTION.
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: PIPELINES, UNDERGROUND WIRES, CABLES AND CONDUITS
AFFECTS: A PORTION OF SAID LAND
RECORDED: [OCTOBER 26, 1978 AS INSTRUMENT NO. 78-1193524](#)
4. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION AND RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED: [NOVEMBER 28, 1978 AS INSTRUMENT NO. 78-1317577](#)

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

5. THE RESERVATION IN THE DEED LAST ABOVE MENTIONED, AS FOLLOWS:

ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH THE PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED BY GRANTOR OR CONVENIENT FOR THE EXERCISE F SUCH RIGHTS; PROVIDED, HOWEVER, THAT, IN THE EXERCISE OF SUCH RIGHTS, GRANTOR SHALL NOT PERFORM ANY OPERATION THAT CAUSES AN ADVERSE EFFECT TO THE LANDS MASS OF THE PROPERTY ABOVE A DEPTH OF FIVE HUNDRED (500) FEET OR TO ANY IMPROVEMENTS AND/OR PERSONAL PROPERTY LOCATED ON OR UNDER THE SURFACE OF THE PROPERTY TO A DEPTH OF FIVE HUNDRED (500) FEET.

6. AN EASEMENT AS RESERVED IN SAID ABOVE MENTIONED DEED, AS FOLLOWS:

A PERPETUAL EASEMENT TO DISCHARGED NOISE, LIGHT, HEAT AND GASEOUS AND PARTICULATE MATTER UPON AN DOVER THE PROPERTY, AND TO CAUSE REASONABLE VIBRATIONS OF THE PROPERTY, ORIGINATING FROM GRANTOR'S REFINERY AND RELATED BUSINESSES AND FACILITIES LOCATED ON REAL PROPERTY NOW OR HEREAFTER OWNED BY GRANTOR IN SECTIONS 13 AND 14, TOWNSHIP 3 NORTH, RANGE 15 WEST, (HEREIN CALLED "GRANTOR'S OTHER LANDS"), INCLUDING, WITHOUT LIMITATION, ALL THE REAL PROPERTY PARTICULARLY DESCRIBED IN EXHIBIT II ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AS SUCH BUSINESSES AND FACILITIES ARE CONDUCTED, MAINTAINED, REPAIR, REPLACE, RENEWED, ADDED TO, AND OTHERWISE OPERATED FROM TIME TO TIME; PROVIDED, HOWEVER, THAT ANY SUCH DISCHARGED OR VIBRATION SHALL NOT EXCEED THE LIMITS PERMITTED BY APPLICABLE LAWS AND REGULATIONS, AS THE SAME BE FROM TIME TO TIME AMENDED, EXCEPTING INFREQUENT INCIDENTS OF EXCESSIVE DISCHARGE OR VIBRATIONS THAT MAY OCCUR FROM TIME TO TIME IN THE COURSE OF OPERATING SUCH BUSINESSES AND FACILITIES AND WITHOUT REGARD TO THE CAUSE THEREOF.

IN CONNECTION WITH AND WITHOUT LIMITING THE SCOPE OF THE FOREGOING EASEMENTS, BY ITS ACCEPTANCE AND RECORDATION OF THIS DEED, GRANTEE AGREES THAT, NOTWITHSTANDING ANY USE TO WHICH PROPERTY MAY HEREAFTER BE, OR BE INTENDED TO BE, BUT, GRANTOR SHALL HAVE THE RIGHT TO USE ALL OR ANY PART OF GRANTOR'S OTHER LANDS, AND, EXCEPT AS EXPRESSLY LIMITED BY THE COVENANT OF GRANTOR SET FORTH HEREIN, ALL OR ANY PART OF THE REAL PROPERTY DESCRIBED IN EXHIBIT III ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (HEREIN CALLED THE "NEIGHBORING PARCEL"), FOR:

I) THE STORAGE OF PETROLEUM PRODUCTS, INCLUDING, IN PARTICULARS, THE STORAGE OF LIQUID PETROLEUM GAS IN UNDERGROUND RESERVOIRS; AND

II) ANY OTHER PURPOSE WHATSOEVER IN CONNECTION WITH THE EXPLORATION, PRODUCTION, REFINING AND/OR TRANSPORTATION OF OIL, GAS AND OTHER MINERALS, INCLUDING THE RIGHT TO CONDUCT ALL METHODS DISCOVERY AND REMOVAL OF SUCH MINERALS, DRILL WELLS, INCLUDING SLANT DRILLING INTO OTHER PROPERTY, AND OT ERECT AND CONSTRUCT ALL TYPES OF OIL AND GAS WELLS AND FOR THE PRODUCTION OR RECOVERY OF OIL, GAS AND OTHER MINERALS THEREFROM OR THEREBY.

BY ITS ACCEPTANCE AND RECORDATION OF THIS DEED, GRANTEE ALSO AGREES AND COVENANTS, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, THAT IT SHALL FOREVER OLD THE PROPERTY UPON AND SUBJECT TO SAID EASEMENT AND HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR OF ANY AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR FUTURE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR CONNECTED WITH GRANTOR'S USE OF GRANTOR'S OTHER LANDS AND/OR THE NEIGHBORING PARCELS, AS DESCRIBED IN THE FOREGOING EASEMENT.

THE FOREGOING COVENANT AND WAIVER OF GRANTOR SHALL RUN WITH THE LAND, AND THE BURDENS THEREOF SHALL BE BINDING UPON GRANTEE, ITS SUCCESSORS AND ASSIGNS, WITH RESPECT TO EACH AND EVERY PART OF THE PROPERTY, FOR THE BENEFIT OF GRANTOR'S OTHER LANDS AND THE NEIGHBORING PARCEL AND EACH AND EVERY PART THEREOF. SAID COVENANT AND WAIVER SHALL INSURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTORS, ITS SUCCESSORS AND ASSIGNS, WITH RESPECT TO EACH AND EVERY PART OF GRANTOR'S OTHER LANDS AND THE NEIGHBORING PARCEL.

- 7. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION AND RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED: [NOVEMBER 28, 1978 AS INSTRUMENT NO. 78-1317579](#)

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "AGREEMENT WAS MODIFIED BY AN AMENDMENT TO STREET EASEMENT AGREEMENT"

RECORDED: [MAY 21, 1979 AS INSTRUMENT NO. 79-546231](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "DESIGNATION OF EASEMENT PARCEL"

RECORDED: [NOVEMBER 18, 1981 AS INSTRUMENT NO. 81-1140869](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- 8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: A BELOW SURFACE GRADE BURIED WATERLINE

AFFECTS: A PORTION OF SAID LAND

RECORDED: [JULY 25, 1979 AS INSTRUMENT NO. 79-817589](#)

- 9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: UNDERGROUND COMMUNICATION FACILITIES

AFFECTS: A PORTION OF SAID LAND

RECORDED: [AUGUST 14, 1979 AS INSTRUMENT NO. 79-895746](#)

- 10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: BELOW SURFACE GRADE WATER SERVICE VAULTS AND

BELOW SURFACE GRADE BURIED WATERLINES

AFFECTS: A PORTION OF SAID LAND

RECORDED: [NOVEMBER 26, 1980 AS INSTRUMENT NO. 80-1197785](#)

- 11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: BELOW SURFACE GRADE, BURIED STORM DRAINS
AFFECTS: A PORTION OF SAID LAND
RECORDED: [NOVEMBER 26, 1980 AS INSTRUMENT NO. 80-1197786](#)

- 12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: BELOW SURFACE GRADE BURIED STORM DRAINS
AFFECTS: A PORTION OF SAID LAND
RECORDED: [NOVEMBER 26, 1980 AS INSTRUMENT NO. 80-1197787](#)

- 13. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: BURIED WATERLINE
AFFECTS: A PORTION OF SAID LAND
RECORDED: [MARCH 20, 1981 AS INSTRUMENT NO. 81-285968](#)

- 14. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
AFFECTS: A PORTION OF SAID LAND AS DESCRIBED THEREIN
RECORDED: [APRIL 15, 1982 AS INSTRUMENT NO. 82-390912](#)

- 15. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: INGRESS AND EGRESS
AFFECTS: A PORTION OF SAID LAND
RECORDED: [OCTOBER 4, 2006 AS INSTRUMENT NO. 06-2216963](#)

- 16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: UNDERGROUND COMMUNICATION SYSTEM
AFFECTS: THAT PORTION OF SAID LAND AS DESCRIBED IN THE ATTACHED HERETO
RECORDED: [FEBRUARY 25, 2008 AS INSTRUMENT NO. 08-316665](#)

- 17. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "DEVELOPMENT AGREEMENT"
RECORDED: [DECEMBER 13, 2016 AS INSTRUMENT NO. 16-1579230](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "ASSIGNMENT AND ASSUMPTION AGREEMENT"
RECORDED: [MAY 3, 2017 AS INSTRUMENT NO. 17-489962](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "OPERATION MEMORANDUM NO. 1 EL SEGUNDO SOUTH CAMPUS DEVELOPMENT AGREEMENT (RAYTHEON)"

RECORDED: [OCTOBER 9, 2019 AS INSTRUMENT NO. 19-72116](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "FIRST AMENDMENT DEVELOPMENT AGREEMENT"

RECORDED: [NV 13, 2019 AS INSTRUMENT NO. 19-1228494](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "ASSIGNMENT AND ASSUMPTION AGREEMENT"

RECORDED: [APRIL 7, 2021 AS INSTRUMENT NO. 21-545516](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "SECOND AMENDMENT TO DEVELOPMENT AGREEMENT"

RECORDED: [JANUARY 27, 2022 AS INSTRUMENT NO. 22-108132](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "ASSIGNMENT AND ASSUMPTION AGREEMENT"

RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285156](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "ASSIGNMENT AND ASSUMPTION AGREEMENT"

RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285160](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

18. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "A CONDITIONAL CERTIFICATE OF COMPLIANCE"

RECORDED: [DECEMBER 19, 2016 AS INSTRUMENT NO. 16-1609377](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

19. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION AND RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED: [MAY 3, 2017 AS INSTRUMENT NO. 17-489957](#)

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED: [MARCH 18, 2020 AS INSTRUMENT NO. 20-378566](#), [APRIL 2, 2020 AS INSTRUMENT NO. 20-378567](#), [APRIL 7, 2021 AS INSTRUMENT NO. 21-545513](#) AND [MARCH 11, 2022 AS INSTRUMENT NO. 22-28548](#)

20. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "DECLARATION OF SPECIAL LAND SUE RESTRICTION"
RECORDED: [MAY 3, 2017 AS INSTRUMENT NO. 17-489958](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

21. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "EASEMENT AGREEMENT"
RECORDED: [MAY 3, 2017 AS INSTRUMENT NO. 17-489960](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

FIRST AMENDMENT TO EASEMENT AGREEMENT, RECORDED [APRIL 2, 2020 AS INSTRUMENT NO. 20-378569](#)

22. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "AGREEMENT FOR PERFORMANCE OF DESIGNATED WORK"
RECORDED: [MAY 3, 2017 AS INSTRUMENT NO. 17-489961](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

23. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: INGRESS AND EGRESS, SANITARY SEWER, DRAINAGE, STORM DRAIN, PUBLIC UTILITIES, EMERGENCY ACCESS, FIRE HYDRANT, WATER METER, WATER LINE, TRAFFIC SIGNAL AND SIDEWALK PURPOSES
AFFECTS: AS SHOWN ON SAID MAP
RECORDED: AS INSTRUMENT NO. [19-1313306](#)

24. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "DECLARATION OF SPECIAL LAND USE RESTRICTIONS"
RECORDED: [DECEMBER 31, 2019 AS INSTRUMENT NO. 19-1466051](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "FIRST AMENDMENT TO DECLARATION OF SPECIAL LAND USE RESTRICTIONS"
RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285149](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

25. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND TRAFFIC CIRCULATION
AFFECTS: PORTIONS OF THE LAND AS DESCRIBED THEREIN
RECORDED: [JANUARY 3, 2020 AS INSTRUMENT NO. 20-6369](#)

26. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "LAND USE COVENANT AND AGREEMENT ENVIRONMENTAL RESTRICTIONS"
RECORDED: [OCTOBER 20, 2020 AS INSTRUMENT NO. 20-1306546](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

27. ANY RIGHTS, CLAIMS OR INTERESTS THAT MAY EXISTS OR ARISE BY REASON OF THE FOLLOWING FACTS DISCLOSED BY A MAP DATED FEBRUARY 8, 2021 LAST REVISED MARCH 8, 2021 OF AN ALTA/NSPS LAND TITLE SURVEY COMPLETED APRIL 7, 2020 PREPARED BY OR UNDER THE RESPONSIBLE CHARGE OF ROBERT S. ROGERS LOS ANGELES 8348, OF/FOR KPFF, PROJECT/JOB NO. 2000081.

A . A CHAIN LINK FENCE CROSSES THE SOUTHWEST LINE OF LOT 7 IN MULTIPLE LOCATIONS.

B . A CHAN LINK FENCE CROSSES THE SOUTHEAST LINE OF LOT 8 IN MULTIPLE LOCATIONS.

C . A BUILDING ON THE EASTERLY ADJOINING PROPERTY LIES ON THE EAST LINE OF LOT 8.

D. A CHAN LINK FENCE CROSS THE NORTH LINE OF LOT 22.

E . CURBS AND GUTTER EXTEND ACROSS THE NORTHWEST LINE OF SURVEYED PROPERTY IN MULTIPLE LOCATIONS.

F . CHAIN LINK FENCING CROSSES THE NORTHWEST LINE OF SURVEYED PROPERTY.

G . PARKING IMPROVEMENTS EXTEND ACROSS THE NORTHERLY AND NORTHWEST LY LINES OF SURVEYED PROPERTY.

H . CURBS AND GUTTERS EXTEND ACROSS THE NORTH AND NORTHWEST LINES OF LOT 7.

I . THERE IS A BILLBOARD ON THE SOUTH SIDE OF LOT 8.

J . THE FACT TAT THE SURVEY IS NOT BASED ON THE CURRENT TITLE REPORT.

K . THE FACT THAT THE FOLLOWING MATTERS SET FORTH IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, HAVE NOT BEEN ADDRESSED OR COMPLIED WITH BY THE SURVEY IN ITS PRESENT FORM. THE NUMBERS IN PARENTHESES REFER TO THE SPECIFIC STANDARD IN THE REQUIREMENTS.

(7.) SURVEYOR'S SIGNATURE IS NOT ON THE SURVEY.

28. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "DECLARATION OF SPECIAL LAND USE RESTRICTION"
RECORDED: [APRIL 7, 2021 AS INSTRUMENT NO. 21-545514](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "FIRST AMENDMENT TO DECLARATION OF SPECIAL LAND USE RESTRICTIONS"
RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285150](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

29. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "GRANT DEED AND ENVIRONMENTAL RESTRICTIONS"
RECORDED: [APRIL 7, 2021 AS INSTRUMENT NO. 21-545515](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

30. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "EASEMENT AGREEMENT (USE)"
RECORDED: [APRIL 7, 2021 AS INSTRUMENT NO. 21-545517](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

31. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "ACCESS EASEMENT AGREEMENT"
RECORDED: [APRIL 7, 2021 AS INSTRUMENT NO. 21-545518](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT"
RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285157](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

32. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "QUITCLAIM AGREEMENT"
RECORDED: [JANUARY 03, 2023 AS INSTRUMENT NO. 23-489](#)

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

33. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY
AMOUNT: \$ 50,000,000.00
DATED: APRIL 5, 2021
TRUSTOR: CDC MAR EAST CAMPUS 1 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
TRUSTEE: CHICAGO TITLE COMPANY
BENEFICIARY: CITY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION
RECORDED: [APRIL 07, 2021 AS INSTRUMENT NO. 21-10545520](#)
202
AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: CDC MAR EAST CAMPUS 1 LLC ,CDC MAR EAST CAMPUS 2 LLC AND CITY NATIONAL BANK
RECORDED: [MARCH 11, 2022 AS INSTRUMENT NO. 22-285259](#)

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH SUBSTITUTED THE TRUSTEE
RECORDED: [JUNE 17, 2022 AS INSTRUMENT NO. 22-645864](#)

34. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED AGREEMENT, CONTRACT OR LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

SPECIAL NOTE: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE AMOUNT, IF ANY SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY BY THE PARTIES.

SPECIAL NOTE: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

SPECIAL NOTE: CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3RD % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

SPECIAL NOTE: UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES **THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10)** ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

SPECIAL NOTE: THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

Note No. 3: THE REQUIREMENT THAT THIS COMPANY BE PROVIDED THE FOLLOWING FOR THE BELOW NAMED LIMITED LIABILITY COMPANY BEFORE ISSUING ANY POLICY OF TITLE INSURANCE,

(1) A COPY OF ITS OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

(2) A CERTIFIED COPY OF ITS ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10) MUST BE SUBMITTED TO COMPANY FOR REVIEW.

(3) WITH RESPECT TO ANY DEED, DEED OF TRUST, LEASE SUBORDINATION AGREEMENT OR OTHER DOCUMENT OR INSTRUMENT EXECUTED BY SUCH LIMITED LIABILITY COMPANY AND PRESENTED TO THE COMPANY FOR RECORDING OR UPON WHICH THE COMPANY IS ASKED TO RELY, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED IN ACCORDANCE WITH THE FOLLOWING:

A. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF THE WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS AS FOLLOWS: THE CHAIRMAN OF THE BOARD, THE PRESIDENT, VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER.

B. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH A MANAGER OR MANAGERS IDENTIFIED IN THE ARTICLES OF ORGANIZATION AND/OR DULY ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO SUCH MANAGERS OR BY ONE MANAGER IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES WITH THE EXISTENCE OF ONLY ONE MANAGER.

(4) OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

NAME OF LLC: CDC MAR EAST CAMPUS 2 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

EXHIBIT "A"

LOTS 22, 23 AND 24 OF TRACT NO. 71551, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1418 PAGE(S) 45 THROUGH 55 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET, AS RESERVED BY DEED EXECUTED BY CHEVRON U.S.A. INC., A CORPORATION, RECORDED ON NOVEMBER 28, 1978 AS INSTRUMENT NO. 78-1317577, OF OFFICIAL RECORDS, WHICH ALSO RECITES, "PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY AND THE LAND MASS OF THE PROPERTY TO A DEPTH OF FIVE HUNDRED (500) FEET ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OF INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH."

ASSESSOR'S PARCEL NUMBER: 4138-032-022, 023 AND 024

**PROVIDENT TITLE COMPANY
GLBA PRIVACY NOTICE**

This GLBA Privacy Notice explains how Provident Title Company (“Provident”) collects, uses, and protects personal information, when and to whom Provident discloses such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all, sharing of their personal information. Please read this GLBA Privacy Notice carefully to understand how Provident uses your personal information.

The types of personal information Provident collects and shares depends on the product or service you have requested.

Provident may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online Internet Protocol (IP) address if accessing company websites, email address, account name, unique online identifier, Social Security number, driver’s license number, passport number, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, Social Security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Provident may collect personal information about you from:

1. Publicly available information from government records;
2. Information Provident receives directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Provident; and
4. Information Provident receives from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Provident may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our products and services.

Provident may use or disclose the personal information Provident collects for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided;
- b. To provide, support, personalize, and develop our website, products, and services;
- c. To create, maintain, customize, and secure your account with Provident;
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

- e. To prevent and/or process claims;
- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; and
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal information or use the personal information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Non-Affiliated Third Parties

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

Link to Privacy Notice

Provident's GLBA Privacy Notice can be found on our website at <https://providenttitle.com/privacy-notice-glba/>.

**PROVIDENT TITLE COMPANY
CCPA & CPRA PRIVACY NOTICE**

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Provident Title Company (“Provident”) is providing this Privacy Notice at Collection for California Residents (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Provident’s existing GLBA Privacy Notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA. All terms defined in the CCPA & CPRA have the same meaning when used in this CCPA & CPRA Notice.

Personal and Sensitive Personal Information Provident Collects

Specifically, Provident has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as: fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	NO
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO

I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as: grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

Provident obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Provident's website or other applications.
- From third parties that interact with Provident in connection with the services Provident provides.

Personal and Sensitive Personal Information Provident May Collect That Is Excluded from Protection

The following types of information may have been collected by Provident and is not subject to protection under this CCPA & CPRA Notice:

- Publicly available information from government records;
- Deidentified or aggregated consumer information;
- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIIPA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Use of Personal and Sensitive Personal Information

Provident may use or disclose the personal or sensitive information Provident collects for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided;
- b. To provide, support, personalize, and develop our website, products, and services;
- c. To create, maintain, customize, and secure your account with Provident;
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;
- e. To prevent and/or process claims;

- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; or
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal or sensitive information or use the personal or sensitive information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Non-Affiliated Third Parties

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Provident disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once Provident receives and confirms your verifiable consumer request, Provident will disclose to you:

- The categories of personal information Provident collected about you;
- The categories of sources for the personal information Provident collected about you;
- Provident's business or commercial purpose for collecting that personal information;
- The categories of third parties with whom Provident shares that personal information;
- The specific pieces of personal information Provident collected about you (also called a data portability request); and
- If Provident disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Provident delete any of your personal information Provident collected from you and retained, subject to certain exceptions. Once Provident receives and confirms your verifiable consumer request, Provident will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Provident may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which Provident collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
3. Debug products to identify and repair errors that impair existing intended functionality;
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*);
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
7. Comply with a legal obligation; or
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Provident does not share or sell information to third parties as the terms are defined under the CCPA and CPRA. Provident only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Provident correct any inaccurate information maintained about you.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA, is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

Phone: Toll Free at (800) 794-8094

Website: <https://providenttitle.com/contact-us/>

Email: info@providenttitle.com

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Provident through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom Provident collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Provident cannot respond to your request or provide you with personal information if Provident cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Provident.

Response Timing and Format

Provident endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If Provident requires more time (up to an additional forty-five (45) days), Provident will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures Provident provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. The response Provident provides will also explain the reasons Provident cannot comply with a request, if applicable. For data portability requests, Provident will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Provident does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Provident determine that the request warrants a fee, Provident will tell you why Provident made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Provident will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, Provident will not:

- Deny you goods or services;
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. Provident will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, Provident will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA & CPRA Notice

Provident reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When Provident makes changes to this CCPA & CPRA Notice, Provident will post the updated Notice on Provident's website and update the Notice's effective date.

Link to Privacy Notice

Provident's CCPA & CPRA Privacy Notice can be found on our website at <https://providenttitle.com/privacy-notice-ccpa/>.

Contact Information

If you have questions or comments about this notice, the ways in which Provident collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at (800) 794-8094

Website: <https://providenttitle.com/contact-us/>

Email: info@providenttitle.com

Privacy Notice

The Doma Family of Companies

FACTS	What does the Doma family of companies do with your personal information?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number, date of birth and income Transaction history and payment history Purchase history and account balances 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information	Does Doma share?	Can you limit this sharing?	
For our everyday business purposes Such as to process our transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes To offer our products and services to you	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes Information about your creditworthiness	No	We don't share	
For our affiliates to market to you	No	We don't share	
For our nonaffiliates to market you	No	We don't share	
To limit our sharing	<ul style="list-style-type: none"> Call 1-866-929-7437 – our menu will prompt you through your choice(s) or Visit us online: www.doma.com <p>Please note:</p> <p>If you are new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1 (866) 929-7437 or go to www.doma.com		

Privacy Notice

The Doma Family of Companies

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates are the entities comprising the Doma Family of Companies (listed below) and include companies with a Doma name; financial companies such as Doma Insurance Agency, Inc. and Doma Home Insurance Services, LLC; and nonfinancial companies such as Title Agency Holdco, LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, our service providers, companies that perform marketing and advertising services on our behalf, and consumer reporting agencies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Doma doesn't jointly market.
Other important information	
*For California residents: you may have additional rights under the California Consumer Privacy Act. For a description of those rights, please see our Doma Family of Companies' privacy policy located here: www.doma.com	

Privacy Notice

The Doma Family of Companies

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc. Doma Corporate, LLC Doma Customer Financing LLC Doma Home Insurance Services, LLC Doma Insurance Agency, Inc. Doma Insurance Agency of Arizona, Inc. North American Title Company of Colorado Doma Insurance Agency of Florida, Inc. Doma Insurance Agency of Colorado, Inc. Doma Insurance Agency of Florida, Inc. Doma Insurance Agency of Illinois, Inc. Doma Insurance Agency of Indiana, LLC Doma Insurance Agency of Louisiana, LLC Doma Insurance Agency of Minnesota, Inc. Doma Title Insurance Company of New York Doma Title Agency of Nevada, Inc. Doma Insurance Agency of New Jersey, Inc.	Doma Insurance Agency of Texas, Inc. Doma Insurance Agency of Utah, LLC Doma Title Insurance, Inc. Doma Trustee Services, LLC Doma Title of California, Inc. Cura Home, Inc. NASSA LLC North American Title Company North American Title Insurance Company North American Asset Development, LLC North American Services, LLC Spear Agency Acquisition Inc. States Title Holding, Inc. States Title, LLC Title Agency Holdco, LLC
---	---

CONDITIONS AND STIPULATIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

LEGEND

ITEM No.	DESCRIPTION	HOLDER/GRANTEE
3	AN EASEMENT FOR PIPELINES, UNDERGROUND WIRES, CABLES AND CONDUITS RECORDED OCTOBER 26, 1978 AS INSTRUMENT No. 78-1193524.	HAGEE LEWIS PETROLEUM
8	AN EASEMENT FOR A BELOW SURFACE GRADE BURIED WATERLINE RECORDED JULY 25, 1979 AS INSTRUMENT No. 79-817589.	CITY OF EL SEGUNDO
9	AN EASEMENT FOR A UNDERGROUND COMMUNICATION FACILITIES RECORDED AUGUST 14, 1979 AS INSTRUMENT No. 79-895746.	PACIFIC TELEPHONE & TELEGRAPH
11	AN EASEMENT FOR A BELOW SURFACE GRADE BURIED STORM DRAINS RECORDED NOVEMBER 26, 1980 AS INSTRUMENT No. 80-1197786.	CITY OF EL SEGUNDO
13	AN EASEMENT FOR A BURIED WATERLINE RECORDED MARCH 20, 1981 AS INSTRUMENT No. 81-285968.	LACFCD
15	PARCEL 2. AN EASEMENT INGRESS AND EGRESS RECORDED OCTOBER 4, 2006 AS INSTRUMENT No. 06-2216963.	LACMTA
15	PARCEL 3. LIMITS OF AIR RIGHTS RECORDED OCTOBER 4, 2006 AS INSTRUMENT No. 06-2216963.	LACMTA
21	AN EASEMENT FOR A SEWER LINE RECORDED MAY 3, 2017 AS INSTRUMENT No. 17-489960.	CDC DEL MAR



201 N. Calle Cesar Chavez, Suite 300,
 Santa Barbara, CA 93103
 805-692-6921
 www.mnsengineers.com



1 inch = 150 ft.

EXHIBIT MAP
 Showing Existing Easements in
 Relation to APNs 4138-032-022,
 4138-032-023 and 4138-032-024

April 2023

Environmental Summary

Proposed Dedication Parcels to City of El Segundo, California

CDC MAR East Campus 2, LLC, a California limited liability company (“CDC-MAR”) owns approximately 3.25 acres of land, consisting of portions of two separate parcels (Lot 23 and Lot 24), located south of El Segundo Boulevard and west of Coral Circle in El Segundo, California (“Dedication Property”). The location of the Dedication Property is shown on Figure 1, and the proposed dedication area is shown on Figure 2.

Historically, the Dedication Property was a portion of a larger property owned by Raytheon Corporation (“Raytheon Facility”). Hughes Aircraft Company (“Hughes”) purchased the larger property, including the Dedicated Property, in 1978. Raytheon merged with Hughes and CDC-MAR subsequently purchased the Dedication Property along with several other parcels (Parcels 13, 14, 19, 23 and 24) on December 31, 2019. The Dedication Property has been vacant throughout the period that Hughes, Raytheon and CDC-Mar has owned it.

CDC-MAR has prepared this Environmental Summary to assist the City of El Segundo (“City”) staff evaluate the CDC-Mar’s irrevocable offer to dedicate the Dedication Property to the City of El Segundo, pursuant to the Second Amendment to Development Agreement by and between CDC Mar East Campus 1 LLC and Raytheon Company. However, City is advised to conduct its own, independent due diligence to evaluate the potential for environmental impacts associated with the Dedication Property.

Some of the information provided is based on publicly available environmental reports found at the files of the California Department of Toxic Substances Control (“DTSC”), which has been the lead agency overseeing the remediation and closure of the RCRA permitted “Raytheon Facility” and associated post-closure soil management activities. Copies of many of the applicable documents are available at the DTSC online EnviroStor database at:

https://www.envirostor.dtsc.ca.gov/public/hwmp_profile_report?global_id=CAD000633230&starttab=; and

https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=80001335.

In addition, CDC-Mar performed an additional investigation in 2023 in portions of the Raytheon Facility that encompassed the Dedication Property and some of the nearby parcels owned by CDC-Mar. A copy of that report is available at:

<https://spaces.hightail.com/space/skPykGigYQ>

A brief summary of the data within these reports with respect the Raytheon Facility and the Dedication Property is provided in the following.

Property Description and Background

Available historical records indicate that the Raytheon Facility was vacant through the 1920s and was likely utilized periodically for agricultural purposes. Based on a review of historical aerial photographs, a series of oil wells and associated holding ponds and aboveground storage tanks were located on the area comprising the Raytheon Facility from the late 1930s until the 1970s. As an example, Figure 3 shows the location of oil field operations at the Raytheon Facility in 1938.

Hughes and Raytheon used the Dedication Property as a landscaped boundary to the overall Raytheon Facility, with some limited surface parking. For the most part, the Raytheon Facility has been used as office space and for research and development. Some low-volume production of technically sophisticated electronic and optical devices took place historically at the Raytheon Facility but most of the production-related activities were discontinued in the early 1990s. None of this production-related work of research and development was done on the Dedication Property.

Between June 1995 and late 2020, Hughes and Raytheon maintained a Resources Conservation and Recovery Act Hazardous Waste Facility Permit (“RCRA Permit”) issued by the DTSC. This permit was associated with hazardous waste storage and consolidation activities that were conducted in the southern portion of the Raytheon Facility. However, because none of these activities were conducted on the Dedication Property, the DTSC granted a permit modification on February 20, 2020 that separated the Dedication Property and several other parcels from the RCRA Permit. A copy of the permit modification is attached.

Post Acquisition Environmental Investigations

Following the acquisition of land partially comprising the former Raytheon Facility by CDC-Mar (Parcels 13, 14, 19, 23 and 24 on December 31, 2019) several environmental sampling activities were performed at or in the vicinity of the Dedication Property. Among these activities, CDC-Mar performed environmental monitoring and the removal and consolidation of arsenic impacted soil in 2022 pursuant to the DTSC approved Soil Removal and Consolidation Plan (June 7, 2022). This work was primarily performed on parcels located south of the Dedication Property (portions of the area used for the development of the new Chargers headquarters and practice fields). These activities removed soil containing greater than 12 milligrams per kilogram (mg/kg) of arsenic from the upper 5 feet of soil (deemed to be background levels) per the Soil Removal and Consolidation Plan under the oversight of the DTSC and replaced that soil with a soil cap that met regulatory

standards for arsenic ("Soil Cap"). Based on confirmation sampling conducted following the removal and consolidation action, no arsenic in excess of background levels was observed within the upper 5.0 foot Soil Cap within the future Chargers parcels. Some of the work associated with the Soil Removal and Consolidation Plan occurred very close to the southern portion of the Dedication Property as shown on Figure 4.

In addition, between November 16, 2022, and November 18, 2022, a total of five (5) soil borings (NSV-9, NSV-12, NSV13, NSV-24 and NSV-25) were drilled and sampled at the Property. An additional (3) additional borings (NSV-17, NSV-20 and NSV-22) were located very close the Dedication Property boundary. This self-directed work was performed to evaluate soil conditions prior to grading. The location of these borings is shown on Figure 3.

During the self-directed work, soil samples were collected from depths of between 0.5 and 15 feet below ground surface (bgs) in the installed soil borings and the samples were analyzed for a range of organic and inorganic compounds including metals, volatile organic compounds (VOCs), total petroleum hydrocarbons (TPHs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated bisphenols (PCBs) and pesticides. In addition, when possible, vapor samples were collected at depths of approximately 5.0 and 15.0 feet bgs at each locations. The vapor samples were tested for VOCs and fixed gases (including methane).

Based on this investigation, the following conclusions were drawn:

- None of the soil samples exceeded regional background levels for arsenic of 12 mg/kg. In addition, with the exception of petroleum hydrocarbons discussed below, all other compounds were either not detected or were observed at levels that did not exceed screening criteria in the analyzed soil samples.
- Petroleum hydrocarbons were not observed in excess of commercial/industrial DTSC screening levels in the analyzed soil samples. However, one (1) soil sample (NSV-24 at 4.5 feet bgs) contained high-carbon range (C₁₀ – C₃₂) aromatics in excess of commercial/industrial EPA Regional Screening Level (RSL).
- A total of sixteen (16) VOCs, as well as gasoline range organics (GRO), were detected in soil vapor at the Property. The maximum detected compound was GRO, observed at a concentration of 356,000 micrograms per cubic meter (ug/m³) in NSV-25-4.5'. These concentrations do not exceed regulatory standards if the Dedication Property were to be used for a park or other open space type of use. However, if the Dedication parcels were to be used for commercial/industrial purposes, a different standard applies. As set forth in the recent *Vapor Intrusion Advisory* (DTSC, August 2023), five compounds (GRO, benzene, PCE, chloroform, and

bromodichloromethane) exceed the soil vapor above screening criteria for the protection indoor air quality at commercial/industrial property.

- Methane gas was observed at three (3) locations (NSV-12 at 5.0 feet bgs, VSV-12 at 15 feet bgs and NSV-22 at 4.5 feet bgs) at low concentrations (between 0.1% and 1.1% v/v). Vacuum readings were observed at up to 0.16 inch of water at the Property. Based on ASTM E2993-16 guidance for evaluating methane hazards, no further action is required with respect to methane at the Property.

Attachment
DTSC Correspondence



Department of Toxic Substances Control

Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Gavin Newsom
Governor

February 20, 2020

Ms. Nitelle Levers
EHSS Manager
Raytheon Space & Airborne Systems
2000 East El Segundo Boulevard (EO/E4/N169)
El Segundo, California 90245

APPROVAL OF CLASS 1* PERMIT MODIFICATION REQUEST-REMOVAL OF PARCELS 13, 14, 19, 23, & 24 FROM THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) FACILITY PERMIT, RAYTHEON SPACE & AIRBORNE SYSTEMS, EL SEGUNDO, CALIFORNIA (ENVIRONMENTAL PROTECTION AGENCY IDENTIFICATION NUMBER CAD000633230)

Dear Ms. Levers:

The Department of Toxic Substances Control (DTSC) received a Permit Modification request letter from Raytheon Space and Air Borne Systems (Raytheon) dated December 4, 2019. The letter requests removal of Parcels 13, 14, 19, 23, and 24 (APN#'s 4138-032-013, 4138-032-014, 4138-032-019, 4138-032-023, and 4138-032-024, respectively) from the Resource Conservation and Recovery Act (RCRA) Facility Permit (Permit # 07-GLN-11) for the site located at 2000 East El Segundo Boulevard, El Segundo, California (the Facility). Raytheon comprises of approximately 134-acres of RCRA permitted land zoned for commercial/manufacturing use. The RCRA permitted unit, Hazardous Waste Storage Area – E-21a, is located at the south end of the facility.

In the request letter, Raytheon informed DTSC of the proposed sale of the parcels and requests removal of the five parcels (Parcels 13, 14, 19, 23, and 24) from the RCRA Facility Permit to facilitate their sale. The parcels cover approximately 18.32 acres (see Figure 1 attached). Parcels 13, 14, and 24 are located between 1,500 to 1,800 feet north of the permitted unit. Parcel 23 is a long, narrow strip of lightly landscaped land and road located along the eastern facility boundary underlying the elevated rail line. Parcel 19 is entitled to the City of El Segundo for the future location of Nash Street. The parcels have been used for parking, travel, and/or as landscaped areas since the Facility's development in approximately 1983.

The five parcels are not designated as Solid Waste Management Units (SWMUs) or Areas of Concern (AOCs) and there is no evidence of a release, storage, treatment, or

Ms. Nitelle Levers
February 20, 2020
Page 2

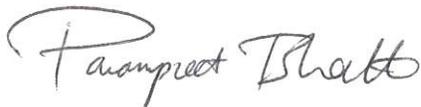
disposal of hazardous waste or constituents, in accordance with the January 13, 2020 DTSC Corrective Action determination memorandum from the Site Mitigation and Restoration Program to the Permitting Division.

Pursuant to California Code of Regulations (CCR), title 22, section 66270.42(d)(2)(A), this is a Class 1 Permit Modification requiring prior approval from the Department, designating it as a Class 1* Permit Modification. DTSC approves this Class 1* Permit Modification request to remove Parcels 13, 14, 19, 23, and 24 from the RCRA Facility Permit. This approval is contingent on the understanding that Parcels 13, 14, 19, 23, and 24 are restricted to commercial/industrial land use only, to be consistent with the existing Land Use Covenant on the property. Any changes to the parcels' land use will require modification of the existing Land Use Covenant. In addition, if previously unidentified contamination at the facility is discovered, additional investigation and remediation may be required. DTSC reserves the right to take or require action at Raytheon if new or different information becomes known or available.

After reviewing the permit modification and its supporting documents, DTSC finds that the changes meet the standards of CCR, title 22, chapter 14 and has filed a Notice of Exemption because the activity, with certainty, will have no possibility of a significant effect to the environment.

If you have any questions, you can reach me by phone at (916)-255-6413 or via email at Parampreet.Bhatti@dtsc.ca.gov.

Sincerely,



Parampreet Bhatti
Hazardous Substances Engineer
Permitting Division-Sacramento
Department of Toxic Substances Control

Enclosure (1)

cc: see next page

Ms. Nitelle Levers
February 20, 2020
Page 3

cc: (via email)

Ms. Safaa Dergham, PG
Senior Manager
Ramboll Environ U.S. Corporation
18100 Von Karman Avenue, Suite 600
Irvine, California 2612
SDergham@ramboll.com

Ms. Muzhda Ferouz, PE
Unit Chief
Permitting Division
Department of Toxic Substances Control
Muzhda.Ferouz@dtsc.ca.gov

Mr. Andy Cano, PG
Engineering Geologist
Geological Services Unit
Department of Toxic Substances Control
Andy.Cano@dtsc.ca.gov

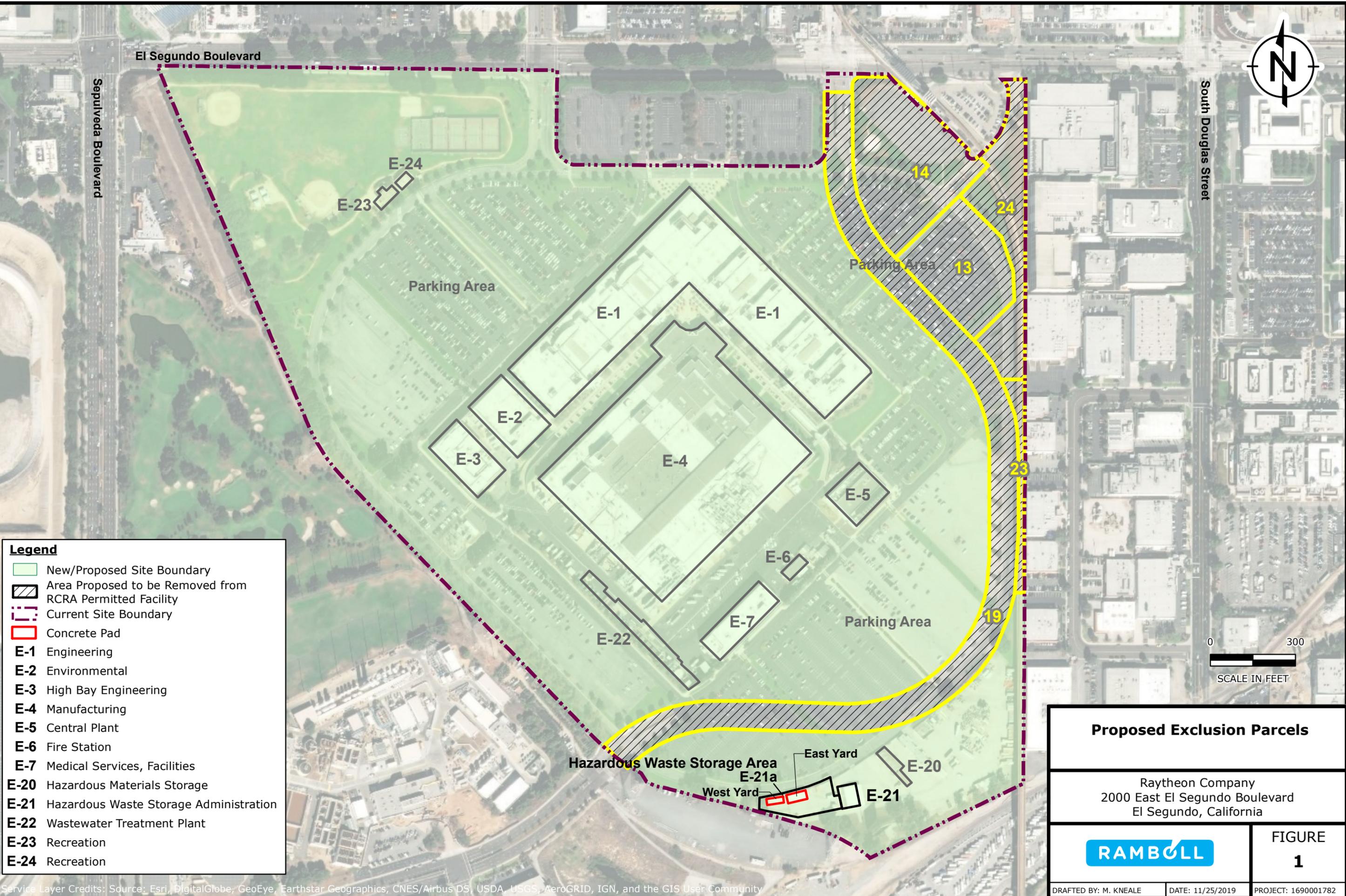
Dr. Debra Taylor, DVM, MPVM, PhD
Staff Toxicologist (Specialist)
Human and Ecological Risk Office
Department of Toxic Substances Control
Debra.Taylor@dtsc.ca.gov



El Segundo Boulevard

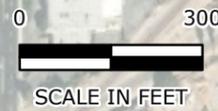
Sepulveda Boulevard

South Douglas Street



Legend

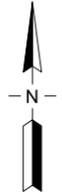
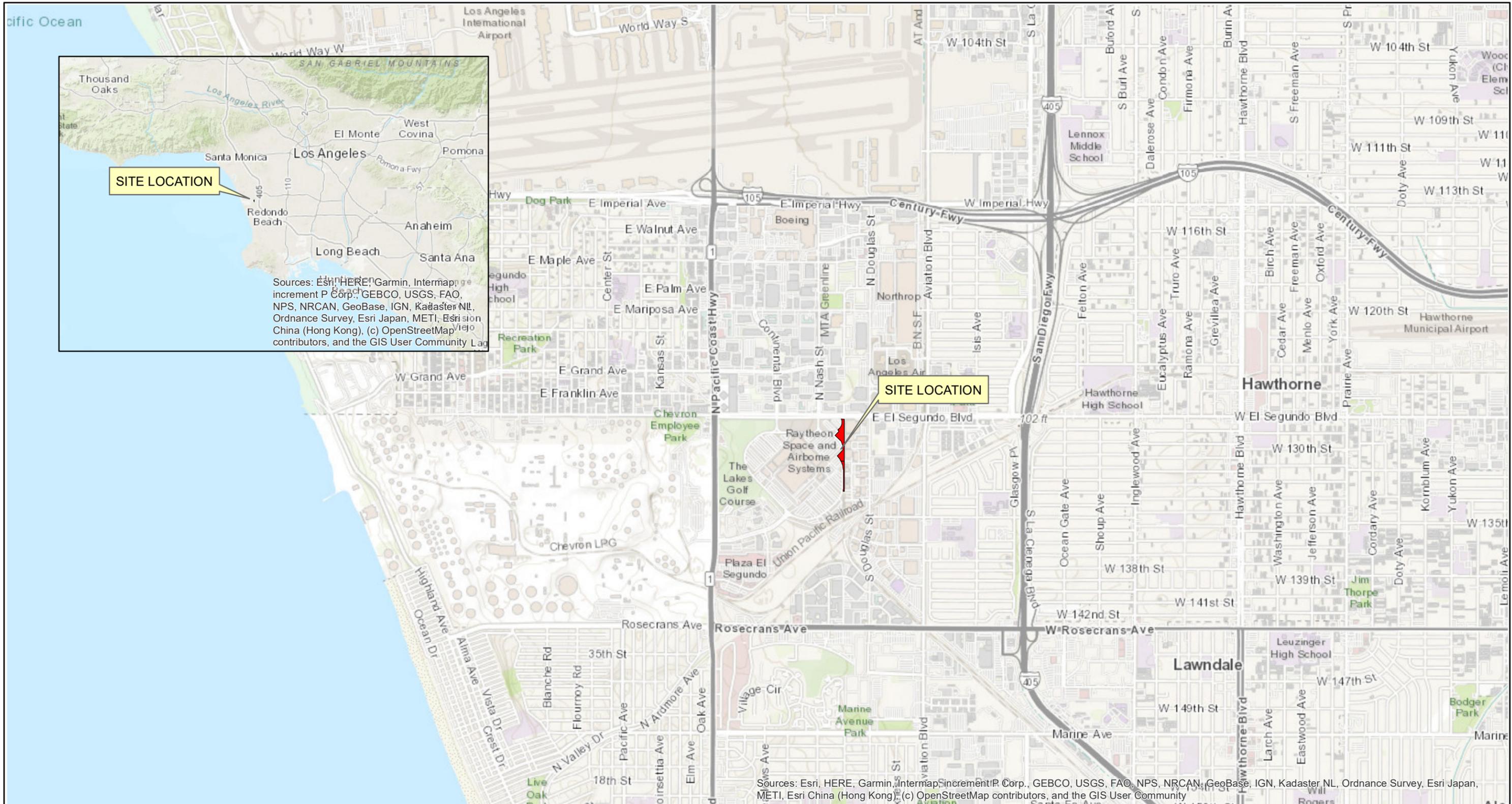
- New/Proposed Site Boundary
- Area Proposed to be Removed from RCRA Permitted Facility
- Current Site Boundary
- Concrete Pad
- E-1** Engineering
- E-2** Environmental
- E-3** High Bay Engineering
- E-4** Manufacturing
- E-5** Central Plant
- E-6** Fire Station
- E-7** Medical Services, Facilities
- E-20** Hazardous Materials Storage
- E-21** Hazardous Waste Storage Administration
- E-22** Wastewater Treatment Plant
- E-23** Recreation
- E-24** Recreation



Proposed Exclusion Parcels	
Raytheon Company 2000 East El Segundo Boulevard El Segundo, California	
	FIGURE 1
DRAFTED BY: M. KNEALE	DATE: 11/25/2019
PROJECT: 1690001782	

Z:\01_Projects\Raytheon\03_GIS\20191122_ExcludedParcels\Current and Proposed Fac Boundary.mxd

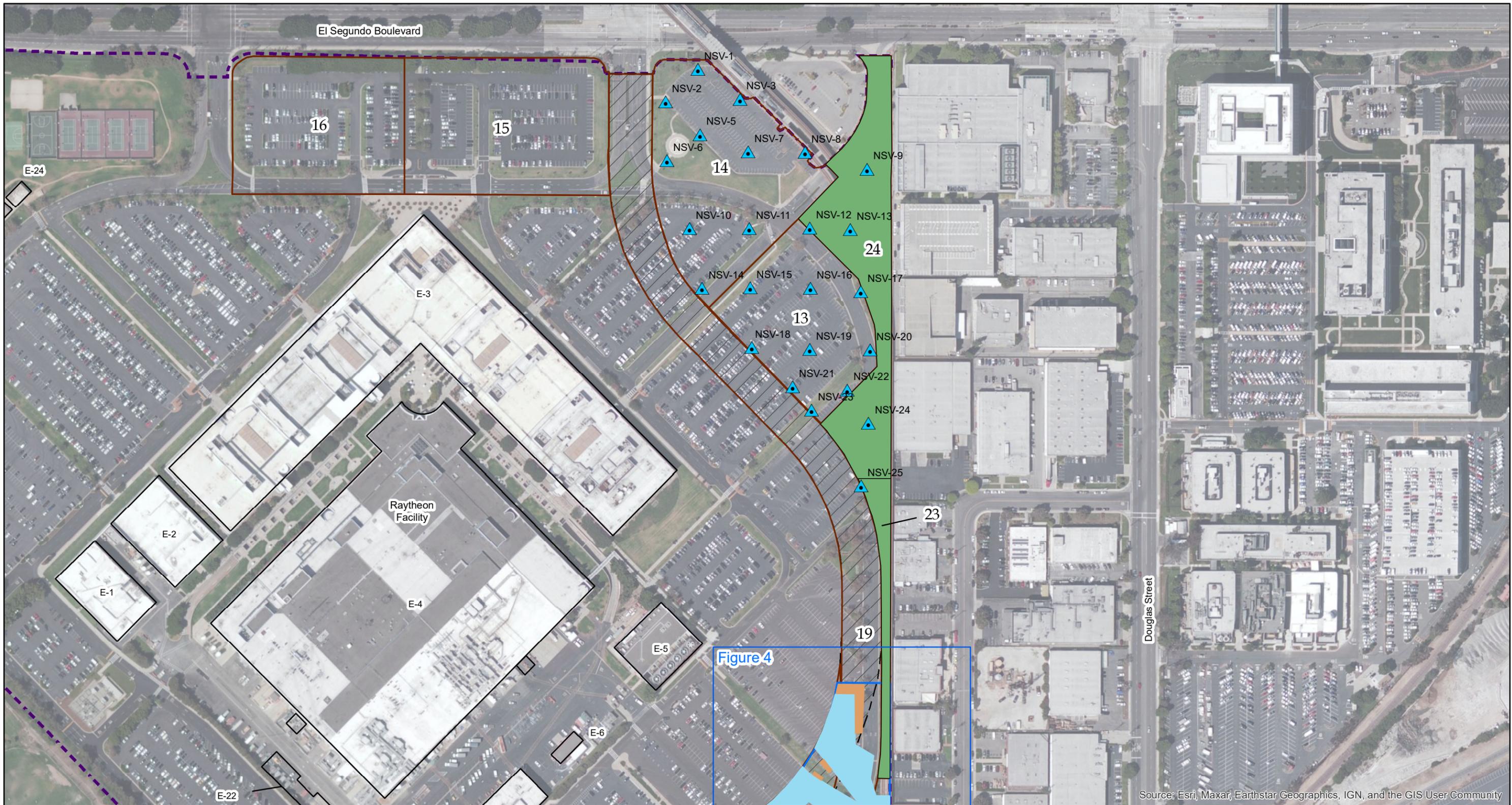
Figures




BEC
 17011 Beach Boulevard, Suite 900
 Huntington Beach, CA 92647
 Tel. (877) 232-4620
 Fax (714) 494-1912

SITE LOCATION
 3.25-Acre Property
 2000 East El Segundo Boulevard, El Segundo, California

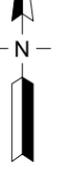
Project No. 080070024C	Figure 1
---------------------------	-------------



Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

Legend

- Former Raytheon Site Boundary
- 16.4-Acre Property Boundry
- CDC/MAR Owned
- Nash Street Extension Boundary
- Park Area Boundary
- Arsenic-Impacted Excavation to Minimum of 5.0-Feet Below Final Grade
- Step-Out Excavation to Minimum of 5.0-Feet Below Final Grade
- ▲ Soil and Soil Vapor Sampling Location

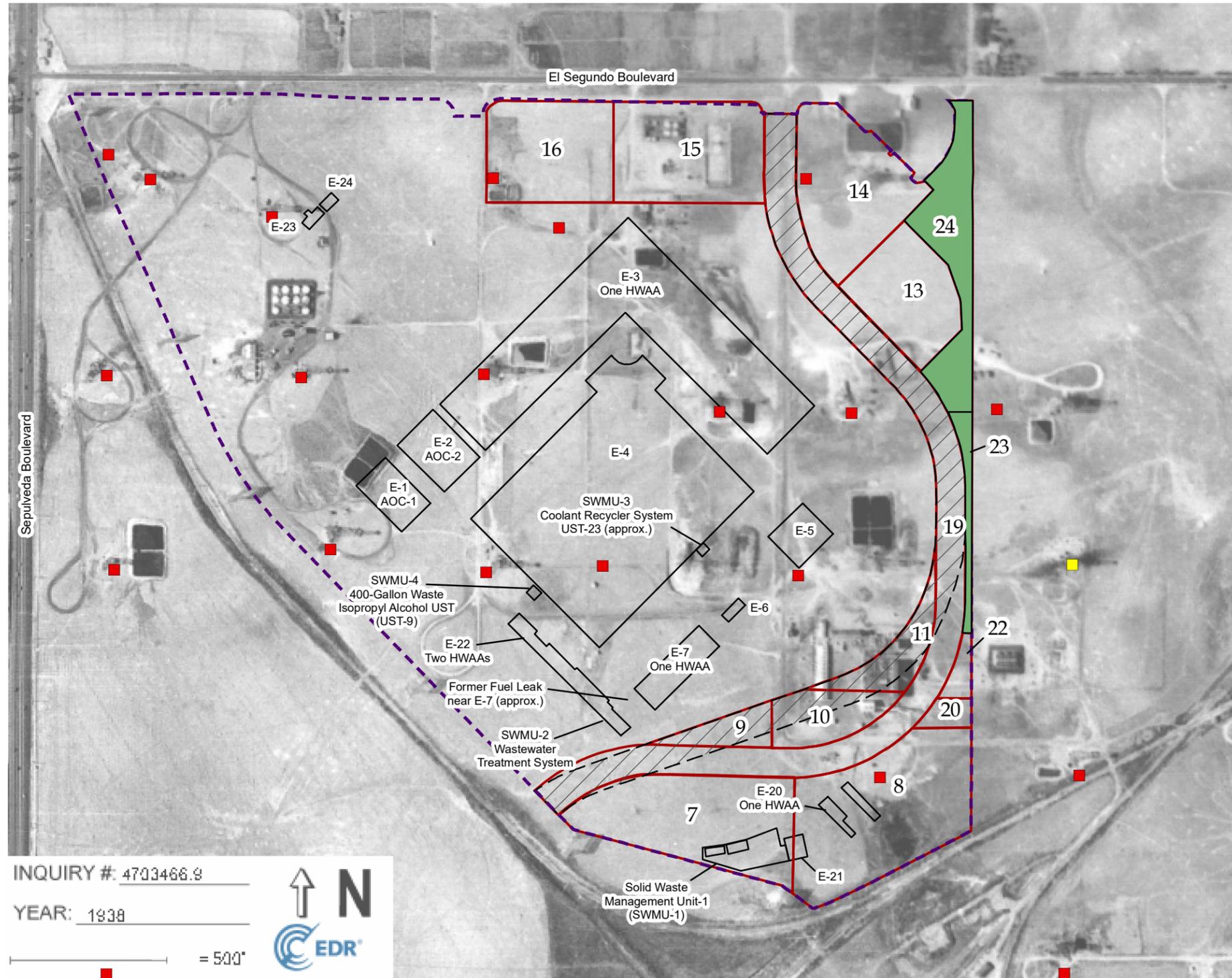


BEC
 17011 Beach Boulevard, Suite 900
 Huntington Beach, CA 92647
 Tel. (877) 232-4620
 Fax (714) 494-1912

PARK AREA AND SAMPLING LOCATIONS

 3.25-Acre Property
 2000 East El Segundo Boulevard, El Segundo, California

Project No. 080070024C	Figure 2
---------------------------	-------------



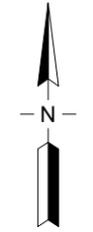
INQUIRY #: 4703466.9

YEAR: 1938



Legend

- Park Area Boundary
- CDC/MAR Parcel Boundaries
- Potential Boundary of Hughes Way-Nash St Extension
- Raytheon Facility Boundary
- Structure Outlines
- Active Oil/Gas Wells
- Inactive Oil/Gas Wells



BEC
 17011 Beach Boulevard, Suite 900
 Huntington Beach, CA 92647
 Tel. (877) 232-4620
 Fax (714) 494-1912

**AERIAL PHOTOGRAPH - 1938
 WITH MODERN FEATURES**
 3.25-Acre Property
 2000 East El Segundo Boulevard, El Segundo, California

Project No.
080070024C

Figure
3



Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

Legend

- 16.4 - Acre Property Boundary
- Nash Street Extension Boundary
- Park Area Boundary
- Arsenic-Impacted Excavation to Minimum of 5.0-Feet Below Final Grade
- Step-Out Excavation to Minimum of 5.0-Feet Below Final Grade
- No Excavation - Minimum 2.0-Feet of Compliant Soil Below Final Grade
- Ramped Excavation - Minimum of Between 2.0 and 3.0-Feet of Compliant
- Arsenic-Impacted Excavation to Minimum 3.0-Feet of Compliant Soil Below Final Grade
- Confirmation Sample Location (5.0-Feet Below Final Grade) w/ Arsenic Concentration < 12mg/kg
- Confirmation Sample Location (5.0-Feet Below Final Grade) w/ Arsenic Concentration > 12mg/kg
- ⊕ Samples Collected at depths of 1.0 to 2.5-Feet Below Final Grade



BEC
 17011 Beach Boulevard, Suite 900
 Huntington Beach, CA 92647
 Tel. (877) 232-4620
 Fax (714) 494-1912

PARK AREA AND ARSENIC-IMPACTED SOIL EXCAVATIONS

3.25-Acre Property
 2000 East El Segundo Boulevard, El Segundo, California

Project No.
 080070024C

Figure
 4

Recording requested by:
City of El Segundo
350 Main Street
El Segundo, CA 90245

When recorded, mail to:

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

No fee per Government Code § 6103

IRREVOCABLE OFFER TO DEDICATE
(To the City of El Segundo)

No Documentary Transfer Tax per Revenue Taxation Code § 11922

This Irrevocable Offer to Dedicate (“Offer”) is made by CDC MAR East Campus 2 LLC, a California limited liability company (“Grantor”) to the City of El Segundo, a general law city and municipal corporation (“City”).

- 1. **Recitals.** This Offer is made with the following understandings and objectives:
 - A. Pursuant to that certain Assignment and Assumption Agreement, dated March 8, 2022 (Recorded as Doc. No. 2022-0285160), CDC MAR East Campus 1 LLC, a California limited liability company (the “assignor”), has assigned all of its rights, title and interest to the Development Agreement and the Project Approvals with respect to the Transferred Property to CDC MAR East Campus 2 LLC, a California limited liability company (the “Assignee” and “Grantor” herein) who has assumed all of the term. Conditions, covenants and obligations under the Development Agreement and the Project Approvals allocated to the Transferred Property.
 - B. Grantor is the owner of certain real property situated in the City of El Segundo, County of Los Angeles, State of California, described and depicted in attached Exhibit “A”, which is incorporated by reference (“Grantor’s Property”);
 - C. Grantor’s Property will be redeveloped in accordance with the entitlements approved by the City Council on December 21, 2021, as memorialized by the Project Approvals set forth in the Second Amendment to the Development Agreement, which is incorporated by reference (“Development Agreement”);
 - D. Grantor is the owner of certain real property to be irrevocably offered to the City

as depicted in attached Exhibit “B”

2. **Irrevocable Offer to Dedicate.** Grantor irrevocably offers to dedicate to City up to an approximately 2 acre site (as identified by meets and bounds) on Grantor’s Property, as described and depicted in Exhibits “A” and “B” for City open space or recreation only (the “Offered Property”).

3. **Limitations.** City shall accept the Offered Property subject to all non-monetary encumbrances, in its “as is”, “where is” and “with all faults” condition, and City acknowledges and agrees that there are no representations and/or warranties, express or implied, made by Grantor in connection with the Offered Property or the dedication contemplated in this Offer. After acceptance, City agrees that it shall grant Grantor any easements, licenses or other related instruments reasonably required in order to implement the Project Approvals and any future approvals given to Grantor by the City.

4. **Duration and Acceptance.** This irrevocable offer of dedication is binding upon the owner and the heirs, assigns or successor in interest to the Offered Property described above for a period of twenty (20) years. This Offer may be accepted by City. Such acceptance must be effectuated by recordation of City of an acceptance of this Offer in the form attached as Exhibit “C”. Upon such recordation of acceptance, this Offer and terms, conditions and restrictions have the effect of a grant of property in gross and perpetuity that runs with the land and is binding on the heirs, assigns, and successors of Grantor.

5. **Remedies.** Any act, conveyance, contract, or authorization by Grantor, whether written or oral, which uses or would cause to be used, or would permit use of the Offered Property contrary to the terms of this Offer, is a violation and a breach of this Offer. Grantor and City may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Offer and their respective interest in the Offered Property. In the event of a breach, any forbearance on the part of any such party to enforce the terms and provisions this Offer cannot be deemed a waiver of enforcement rights regarding any subsequent breach.

6. **Taxes and Assessments.** Grantor agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the Offered Property until accepted by City. It is intended that this irrevocable Offer constitutes enforceable restrictions within the meaning of (a) Article XIII, § 8, of the California Constitution; and (b) Revenue and Taxation Code § 402.1, or successor statute. Furthermore, this Offer constitutes a servitude upon the burden to the Offered Property within the meaning of Revenue and Taxation Code § 3712(d), or successor statute, which survives a sale or tax-deeded property.

7. **Service of Notice.** All notices to be served by one party to the other pursuant to this agreement are deemed to have been served when made in writing and deposited in the U.S. mail, registered and postage prepaid, addressed as follows:

- a. To Grantor: CDC MAR East Campus 2 LLC
c/o Continental Development Corporation
2041 Rosecrans Avenue, Suite 200
El Segundo, CA 90245

Attention: Alex Rose

b. To Grantee: City Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245

8. **Binding upon Successors.** All terms and conditions in this Easement will be binding upon the parties, their successors, and assigns. The benefits and burdens herein are intended to and will run with the land. This is the entire agreement between the parties and will not be modified except by written instrument signed by all the parties.

9. **Authority.** Grantor expressly warrant and represent that it has the power to grant this Offered Property in accordance with its terms.

10. **Governing Law.** This document was drafted in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this document will be in Los Angeles County.

11. **Severability.** If any provision of this Offer is held to be invalid, or for any reason becomes unenforceable, no other provision will be affected or impaired.

12. **Counterparts.** This document may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

Executed this ___th day of _____, 2022.

GRANTOR:

CDC MAR EAST CAMPUS 2 LLC,
a California limited liability company

By: CDC East Campus 2 LLC,
a California limited liability company
Its: Managing Member

By: Continental Development Corporation,
a California corporation
Its: Managing Member

By: _____
Name: Alex J. Rose
Title: Executive Vice President, Development

EXHIBIT A
LEGAL DESCRIPTION OF PROPOSED DEDICATION

[to be inserted]

EXHIBIT B
DEPICTION OF PROPOSED DEDICATION

[to be inserted]

EXHIBIT C

ACCEPTANCE OF IRREVOCABLE OFFER TO DEDICATE

By
CITY OF EL SEGUNDO

This is to certify that the interest in real property offered in the Irrevocable Offer to Dedicate dated _____, from CDC MAR East Campus 2 LLC to the City of El Segundo, a general law city and municipal corporation, is accepted by the undersigned officer on behalf of the City pursuant to authority conferred by City Council Resolution No. _____ adopted on _____, and the City consents to recordation thereof by its duly authorized officer for City open space for passive and active recreation only.

Darrel George
Interim City Manager

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

(Signature)



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

Agreement with KOA Corporation for Construction Management Services for the Urho Saari Swim Stadium ("The Plunge") Project

RECOMMENDATION:

1. Authorize the City Manager to execute a professional services agreement with KOA Corporation for \$998,589.82 for construction management services for the Urho Saari Swim Stadium project and authorize an additional \$100,000 for contingency.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Additional Appropriation in FY 2023-24: None

Account Number(s): 301-400-8186-8236 (Plunge Rehabilitation) & 702-233-5101- 5418 (Trust Fund for Plunge Rehab Reserve)

Budgeted Amount:

\$5,000,000 (General Fund Budget - Plunge Rehabilitation) plus \$2,500,710 Trust Fund Reserve (Chevron Contribution - \$500,000, L.A. Chargers Headquarters Agreement - \$2,000,000, \$710 - Interest), for a total of \$7,500,710.

Balance before this Agreement: \$6,602,672 (\$898,038 has been encumbered for design)

Balance after this Agreement: \$5,504,082

Approximately \$9M is expected to be available for the construction of this project in FY 2024-25 as follows:

\$5,504,082 - Current balance

\$2,500,000 - City General Fund Budget - Plunge Rehabilitation (FY 2024-25)

\$1,000,000 - L.A. Chargers Headquarters (Ordinance #1631) - \$2,000,000 has been

Construction Management Services Agreement for the Urho Saari Swim Stadium Project

August 15, 2023

Page 2 of 3

paid to date and is included in the current balance above.

In addition, El Segundo Unified School District will contribute the lesser of \$1,000,000 or 24% of the facilities renovation cost after the project is complete (Agreement #5586).

BACKGROUND:

In April 2023, City staff released a request for proposals (RFP) for Construction Management Services for "The Plunge" project ("the Project") in compliance with the Public Contracting Code and the City's municipal code for contracting with the most qualified firm for the Project. The scope of services for construction manager is expected to provide generally includes, but is not limited to, the following:

1. Project management throughout the Project, during the remaining final design phase, and upcoming bidding and construction phases.
2. Value engineering and constructability reviews.
3. Bidding assistance.
4. Managing the project during construction, including conducting meetings, preparing schedules, coordinating submittal and request for information (RFI) processes, and providing recommendations for progress payments and change order requests.
5. Provide full-time inspection services to verify that the contractor's work is performed in accordance with contract documents.
6. Provide material testing and specialty inspections services, as needed.
7. Provide updates to City Council as the Project progresses.

DISCUSSION:

On June 6, 2023, the City Clerk's office received six proposals from construction management firms as follows:

1. Telacu Construction Management, Inc.
2. Griffin Structures
3. Cordoba Corporation
4. Ledesma & Meyer, Inc.
5. KOA Corporation

Construction Management Services Agreement for the Urho Saari Swim Stadium Project

August 15, 2023

Page 3 of 3

6. WMG, Inc.

City staff, including the City Manager, reviewed all six proposals. These proposals were evaluated and ranked based on consultant team qualifications, project understanding and approach, and overall experience. Griffin Structures and KOA Corporation were ranked the top two firms and were interviewed by a panel on June 27, 2023. KOA Corporation was selected and a fee proposal was negotiated with the firm. The fee proposal is based on a 6-month constructability and bidding period, and a 12-month construction period.

Staff respectfully recommends City Council approve the recommendations as noted. With City Council authorization, the construction manager will start work upon finalization and execution of the agreement, starting with constructability reviews and value engineering of the final design documents.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

PREPARED BY:

Cheryl Ebert, Senior Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

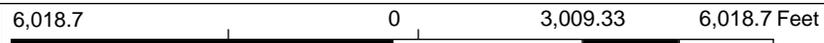
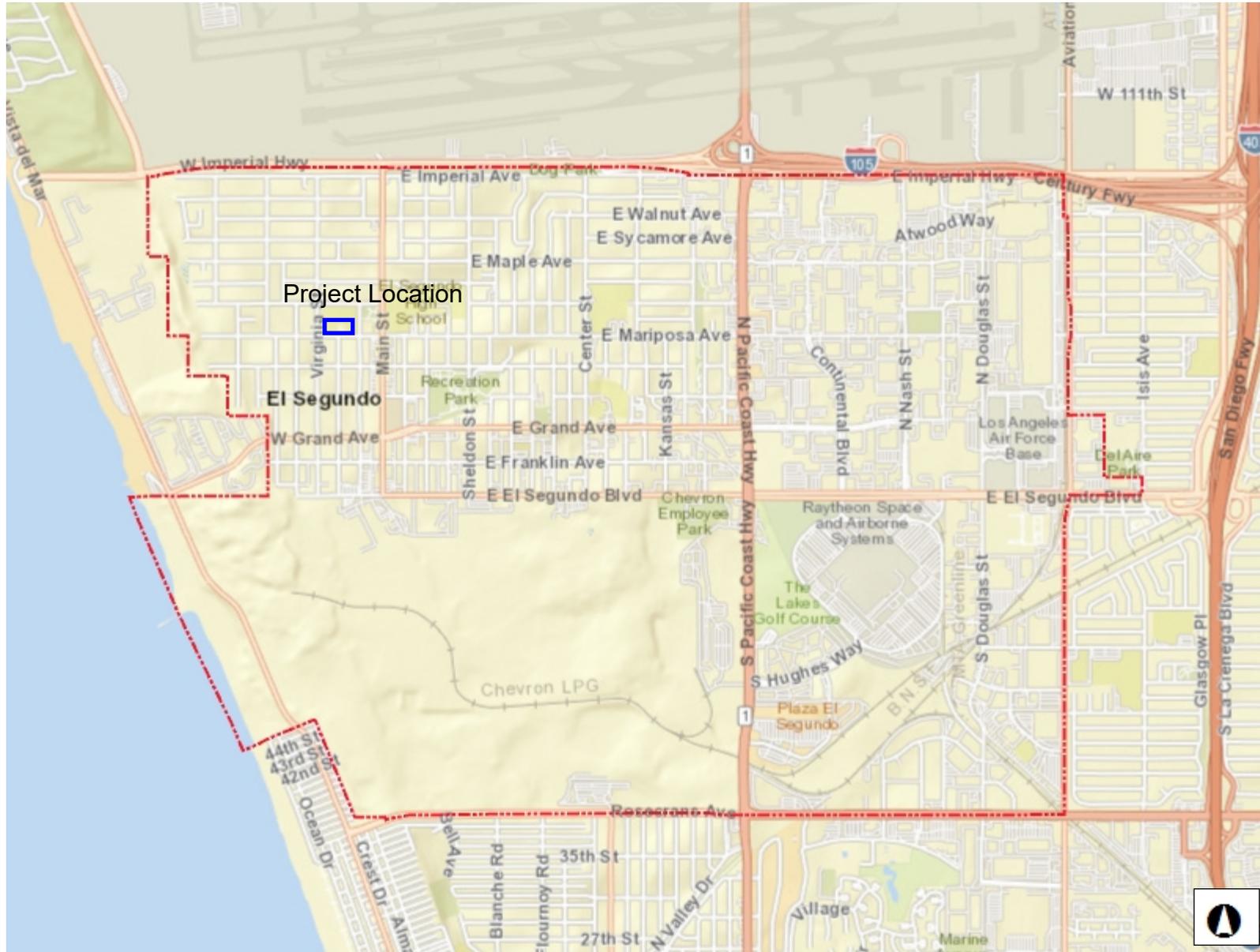
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Urho Saari Swim Stadium Vicinity Map
2. Urho Saari Swim Stadium Location Map



Vicinity Map Urho Saari "Plunge" Swim Stadium



WGS_1984_Web_Mercator_Auxiliary_Sphere

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



Location Map

Urho Saari "The Plunge" Swim Stadium



376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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



City Council Agenda Statement

Meeting Date: August 15, 2023

Agenda Heading: Council Member Baldino

Item Number: 17

TITLE:

Discussion of Possibly Creating a Planning Commission Subcommittee to Review, Update, and Implement the South Bay Bicycle Master Plan and Other Multi-Model City Initiatives

RECOMMENDATION:

1. Discussion and possible action to establish a Planning Commission subcommittee to review, update, and implement the South Bay Bicycle Master Plan, and other multi-model City initiatives.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The City has adopted several transportation related policy documents including, but not limited to, the General Plan Transportation Element (2004), the "El Segundo" chapter of the South Bay Bicycle Master Plan (2011), and transportation related components of the El Segundo Climate Action Plan (2017).

Such policy documents include programs and goals geared towards implementing multi-model transportation improvements, including enhanced bicycle and pedestrian facilities, on-street parking improvements, and expanded public transit capabilities throughout the City. Most recently, the City has partnered with the South Bay Cities Council of Governments to implement a pilot Local Travel Network prioritizing neighborhood electric vehicles/micro mobility throughout the City.

DISCUSSION:

The implementation of policies or programs directed by the Circulation Element, Bicycle

Establishment of Planning Commission Subcommittee

August 15, 2023

Page 2 of 2

Master Plan, or Climate Action Plan may be limited due to funding availability. Absorbing the scope of multi-modal transportation improvements into planned capital improvement projects makes projects more competitive for grant funding and helps augment the overall cost.

Capital improvement projects may occasionally be viewed as general maintenance of the City's infrastructure, and do not always result in the implementation of programs/projects of existing policy documents. A Planning Commission subcommittee may work with staff to determine how and where to implement enhanced transportation improvements such as bike lanes, or the Local Travel Network signage, in order to ensure consistency and compatibility of the programs.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Michael Allen, AICP, Development Services Director

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement
Meeting Date: August 15, 2023
Agenda Heading: Council Member Baldino
Item Number: 18

TITLE:

Alternate Uses for the Abandoned Reservoir Area at Hilltop Park

RECOMMENDATION:

1. Direct staff to analyze alternate uses for the abandoned reservoir area at Hilltop Park.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact related to this item. If directed, staff would return to City Council with a proposal and related budget request.

BACKGROUND:

Hilltop Park is located on the corner of Maryland Street and Grand Avenue in El Segundo. There is a city-owned abandoned reservoir adjacent to the current park area that could potentially be converted to additional park and recreation space for the community.

DISCUSSION:

The abandoned reservoir area at Hilltop Park could be better utilized for green space, a small ball field (see attached images), or other recreational uses. If directed, staff would analyze potential uses and return to City Council with design concepts.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Barbara Voss, Deputy City Manager

REVIEWED BY:

Darrell George, City Manager

APPROVED BY:

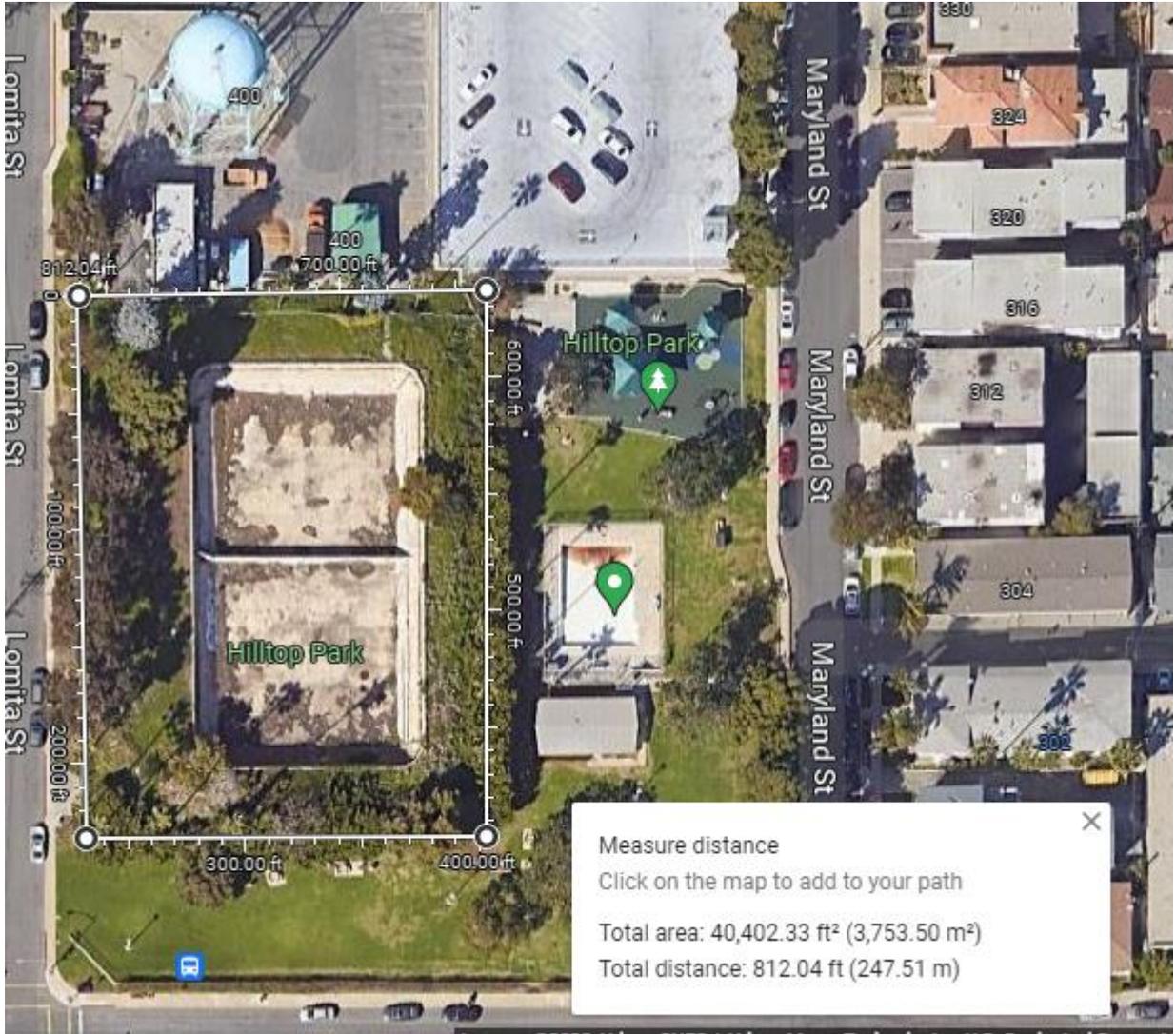
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

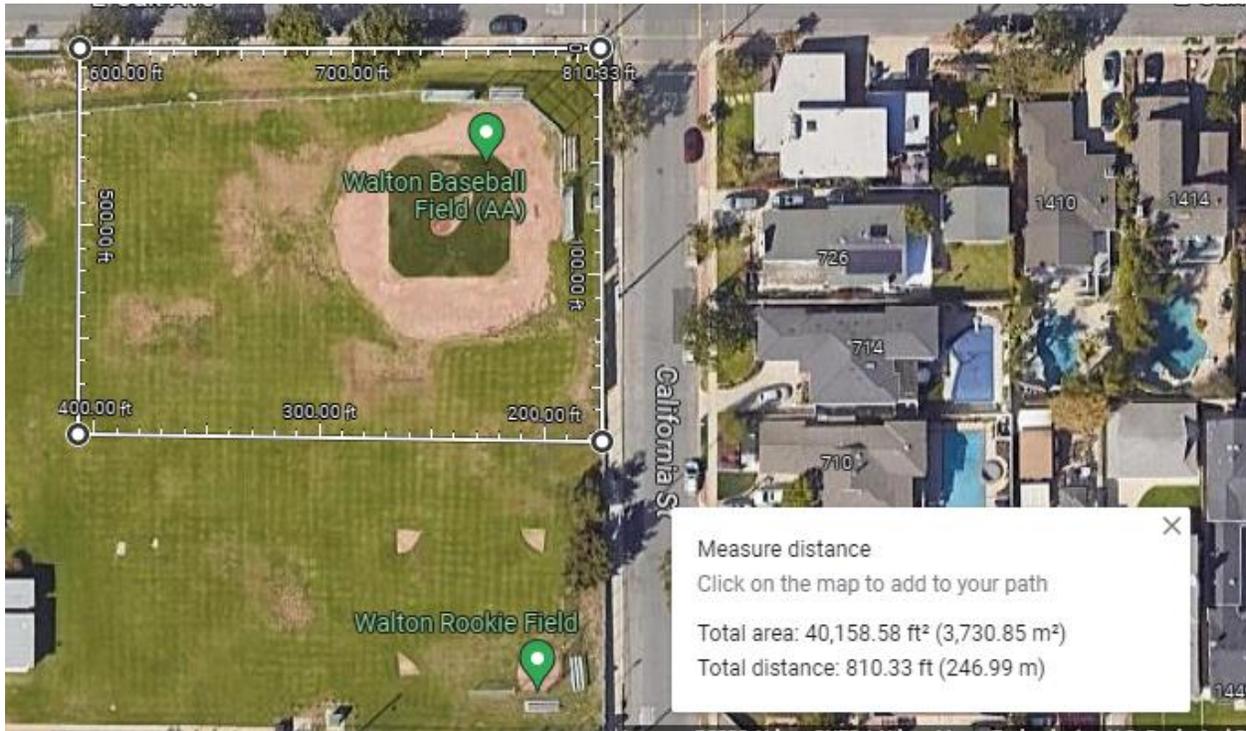
1. Hilltop Park Abandoned Reservoir Images

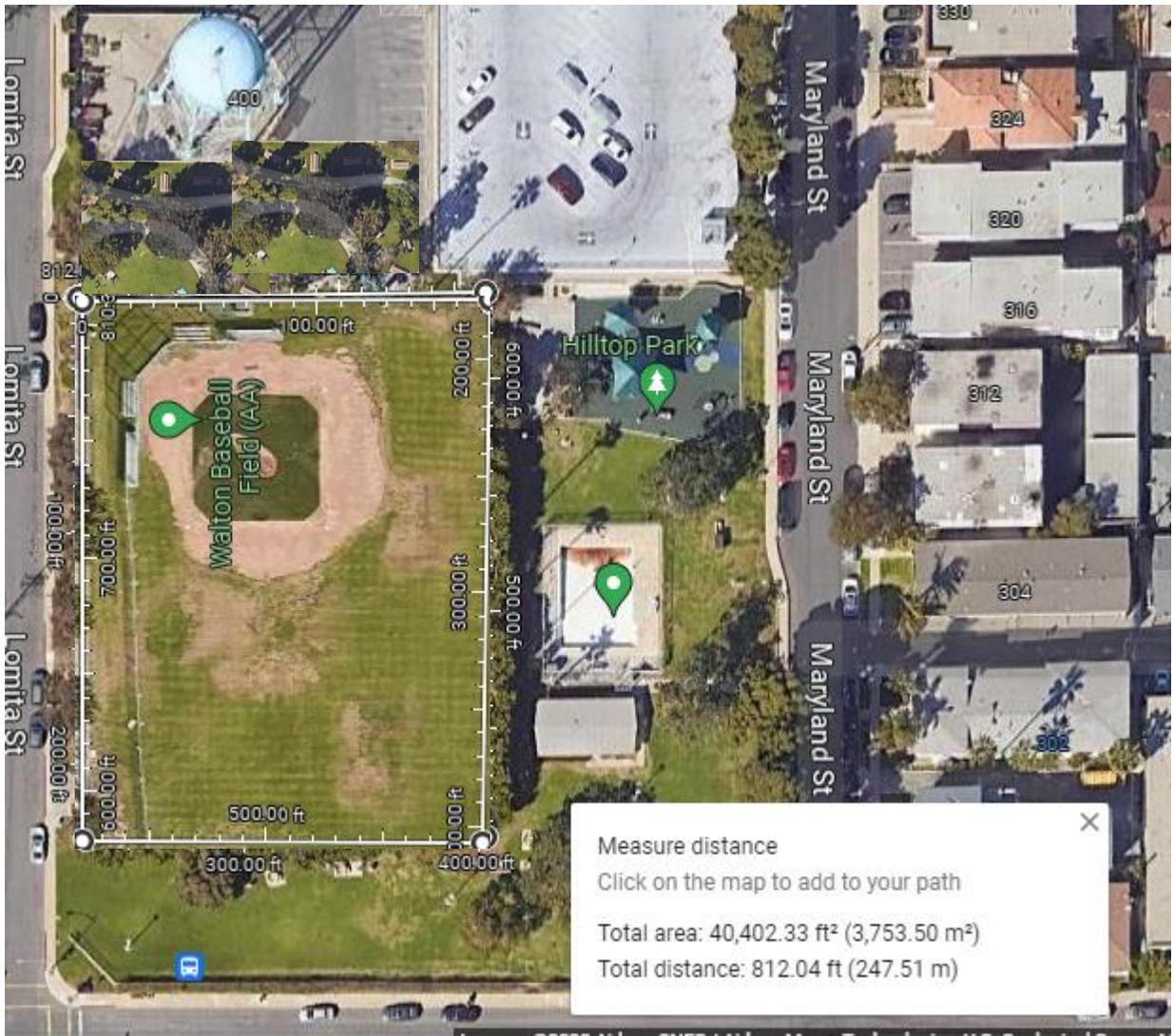
Hilltop Park

Abandoned reservoir is about one acre of land.



Walton (AA) Field measured at about one acre.







City Council Agenda Statement
Meeting Date: August 15, 2023
Agenda Heading: Council Member Giroux
Item Number: 19

TITLE:

Diversity, Equity, and Inclusion Committee Student Representatives

RECOMMENDATION:

1. Approve a one-year pilot that would appoint two adult representatives from ESUSD and/or DaVinci High School to the City's Diversity, Equity, and Inclusion (DEI) Committee in lieu of filling the two current vacancies.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The City of El Segundo formed the Diversity, Equity, and Inclusion Committee (DEI) in October 2020 with the goal of activating efforts to integrate diversity, equity, and inclusion into City decisions. The committee work plan included public safety, citywide organization, the community at large, and the local economy.

DISCUSSION:

This one-year pilot would appoint two adult representatives from ESUSD and/or DaVinci High School to the City's DEI Committee in lieu of filling the DEI Committee's two current vacancies. If either district declines the open seat, City Council would conduct interviews to fill the vacancy(ies).

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Objective 1 B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None