AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 21, 2024

4:00 PM CLOSED SESSION - CANCELLED
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
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

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

MISSION STATEMENT:
"Provide a great place to live, work, and visit."

VISION STATEMENT:
"Be a global innovation leader where big ideas take off while maintaining our unique small-town character."

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

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

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

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

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

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

4:00 PM CLOSED SESSION – CANCELLED

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

INVOCATION – Pastor Jonathan Elmore, Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS

1. Recognition of Dr. Melissa Moore's Retirement
2. National Public Works Week
3. Asian American Pacific Islander Heritage Month
4. LGBTQ+ Pride Month Proclamation
5. Recognition of Jr. Kings AA 14 Youth Hockey
6. Recognition of Girls AYSO Western State Championship

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

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

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

7. **City Council Meeting Minutes**

Recommendation -

1. Approve Special City Council meeting minutes of April 30, 2024 (Strategic Planning Session), May 6, 2024 (Budget Study Session) and Regular City Council meeting minutes of May 7, 2024.

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

8. **Warrant Demand Register for April 22, 2024 through April 28, 2024**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.

2. Approve Warrant Demand Register number 21A: warrant numbers 3050315 through 3050426, and 9003146 through 9003147.

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

9. **Second Reading and Adoption of Ordinance Implementing the Downtown Specific Plan Update**

Recommendation -

1. Waive second reading of Ordinance and title and adopt an Ordinance approving Specific Plan Amendment No. SPA 21-01, Zone Change No. ZC 21-01, and Zone Text Amendment No. 23-01 for the Downtown Specific Plan update.

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

10. **Resolution Approving the Design and Plans for the Construction of the Community Development Block Grant ADA Curb Ramp Installation Project No. PW 24-05**

Recommendation -

1. Adopt a resolution to approve the design and plans for the Community Development Block Grant ADA Curb Ramp Installation Project No. PW 24-05, confirm design immunity, and authorize advertising the project for construction.

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

11. **Resolution Approving the Plans and Specifications for the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08**

Recommendation -

1. Adopt a resolution approving the plans and specifications for construction of the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08, confirm design immunity, and authorize advertising for bids.

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

12. **Resolution Approving the Design and Plans for the Construction of the FY 2024-25 Concrete Improvements Project No. PW 24-09**

Recommendation -

1. Adopt a resolution to approve engineering plans and construction documents for FY 2024-25 Concrete Improvements Project No. PW 24-09, confirm design immunity, and authorize advertising for construction.

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

13. **Amendment to Agreement with Arroyo Background Investigations for an Additional $20,000 to Provide Pre-Employment Investigations and Background Screenings**

Recommendation -

1. Authorize the City Manager to execute a second amendment to Contract No. 6580 with Arroyo Background Investigations to increase the contract amount by $20,000 for a total not-to-exceed amount of $70,000. The contract term will remain unchanged and expires January 31, 2026.

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

14. **Amendment to Agreement with Phoenix Group Information Systems for an Additional $15,000 to Provide Processing and Payment Collection Services for Parking Citations**

Recommendation -

1. Authorize the City Manager to execute a first amendment to Contract No. 6539 with Phoenix Group Information Systems to increase the amount by $15,000 for a total contract amount not-to-exceed $65,000. The contract term will remain unchanged and expires January 3, 2026.

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

15. **Second Reading and Adoption of Ordinance Amending the El Segundo South Campus Specific Plan for Vesting Tentative Tract Map No. 83236**

Recommendation -

1. Waive second reading of the Ordinance and its title and adopt an Ordinance for Environmental Assessment No. 1348 for Vesting Tentative Tract Map No. 83236, amending the El Segundo South Campus Specific for permitted uses, setback requirements, and parking requirements; and find that the proposed amendments are exempt from further environmental review pursuant to CEQA Guidelines § 15162.

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

16. **Acceptance of Public Street Dedication for Extension of Nash Street**

Recommendation -

1. Accept the public right-of-way dedication for the Nash Street extension and authorize the City Manager or designee to execute the dedication acceptance document for recording.

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

17. **Resolution Designating the City Manager, Fire Chief and Emergency Management Coordinator as Applicant's Agents for Federal Emergency Management Agency and the California Governor's Office of Emergency Services Grants**

Recommendation -

1. Designate the City Manager, Fire Chief and Emergency Management Coordinator as Applicants Agents for three (3) years for Federal Emergency Management Agency and the California Governor's Office of Emergency Services grants.

2. Authorize the Applicant's Agents to serve as grant administrators for the purpose of obtaining federal financial assistance for any existing or future grant programs.

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

18. **One-Year Extension of Beach Cities Transit Line 109 Regional Operation Agreement**

Recommendation -

1. Approve the one-year renewal of the cost-sharing agreement with Beach Cities Transit for operation of Transit Line 109 for FY 2024-25.

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

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

19. **Memorandum of Understanding Between the City of El Segundo and the El Segundo Firefighters' Association and Amendment to the City Contributions for CalPERS Medical Premiums**

Recommendation -

1. Adopt a Resolution approving and adopting the Memorandum of Understanding between the City of El Segundo and the El Segundo Firefighters' Association.

2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the Memorandum of Understanding between the City and the El Segundo Firefighters' Association.

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

20. **Changes to the Title and Classification Specification for Community Cable Program Specialist and Building Safety Manager and Accompanying Resolution Establishing Basic Salary Ranges**

Recommendation -

1. Approve a title change from Community Cable Program Specialist to Media Specialist and accompanying revised classification specification.

2. Approve a title change from Building and Safety Manger to Building Official and accompanying revised classification specification.

3. Adopt a resolution establishing the basic salary ranges for the Media Specialist and Building Official.

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

21. **United States Department of Homeland Security 2023 Urban Area Security Initiatives Grant Program Award and Subaward Agreement with the City of Los Angeles**

Recommendation -

1. Authorize the City Manager to execute a subaward agreement with the City of Los Angeles and accept a 2023 Urban Area Security Initiatives Grant for $251,765 towards the purchase of an armored rescue vehicle for an estimated total cost not to exceed $458,379.

2. Authorize the use of an additional $206,614 from Asset Forfeiture to cover the remaining amount necessary to complete the purchase of the armored rescue vehicle, which includes a 15% contingency of $26,950 added to the Asset Forfeiture amount to account for potential cost increases before the City's purchase is finalized.

3. Authorize the City Manager or designee to execute documentation, approved as to form by the City Attorney, necessary to effectuate the armored rescue vehicle purchase.

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

22. **Proposed Scope of Work for a General Plan Land Use Element Update Request for Proposals**

Recommendation -

1. Discuss and provide direction to staff regarding the scope of work for an upcoming General Plan Land Use Element update request for proposals.

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

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

23. **El Segundo Senior Citizens Housing Corporation Board Annual Report Update and Funding Request for Reserves**

Recommendation -

1. Receive and file an annual update and presentation from the Senior Citizens Housing Corporation Board.

2. Provide staff direction regarding the Senior Citizens Housing Corporation Board's request for an allocation of $200,000 per year to the Fund 504 (Senior Housing Fund) reserves to cover future needs at Park Vista and adhere to established reserve guidelines.

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

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

I. REPORTS - CITY ATTORNEY

J. REPORTS/FOLLOW-UP - CITY MANAGER

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

MEMORIALS

ADJOURNMENT

POSTED:
DATE: May 16, 2024
TIME: 5:00 PM
BY: Tracy Weaver, City Clerk

Proclamation

City of El Segundo, California

WHEREAS, Public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of El Segundo; and

WHEREAS, These infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, drainage systems, water supply and water treatment and distribution system, sanitary sewer collection system, solid waste collection system, maintenance of public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, It is in the public interest for the citizens, civic leaders and children in City of El Segundo to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, The year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, hereby designate the week of May 19 – 25, 2024 as "***National Public Works Week***" and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

Chris Pimentel
Mayor Pro Tem

Drew Boyles
Mayor

Carol Pirsztuk
Councilmember

Lance Giroux
Councilmember

Ryan Baldino
Councilmember

Proclamation
City of El Segundo, California

WHEREAS, Asian American Pacific Islander Heritage Month is observed nationwide throughout the month of May in recognition of the positive influence and numerous contributions of our Asian American Pacific Islander (AAPI) communities to our state and our country; and

WHEREAS, Asian American and Pacific Islander visit, work, and live in El Segundo, and have contributed to our City's rich history, culture, economy, and public service; and

WHEREAS, We are reminded that we must celebrate our diversity and our differences as they make us a richer community, and we celebrate the importance of inclusion to building a more diverse, equitable and inclusive future for El Segundo; and

WHEREAS, We recognize and confront racism and hate of all kinds against Asian Americans and Pacific Islanders, and recognize the structural discrimination, prejudice and injustice experienced by the AAPI community, and the increased levels of harassment, discrimination and violence perpetrated on the AAPI community due to bigotry.

NOW, THEREFORE, on this 21st day of May 2024, the Mayor and Members of the City Council do hereby proclaim the month of May, 2024 as "**Asian American Pacific Islander Heritage Month**" and urge the community to join the celebration of the AAPI Heritage Month.

Chris Pimentel
Mayor Pro Tem

Drew Boyles
Mayor

Carol Pirsztuk
Councilmember

Lance Giroux
Councilmember

Ryan Baldino
Councilmember

Proclamation
City of El Segundo, California

WHEREAS, the City of El Segundo cherishes the value and dignity of each person, and recognizes and appreciates the importance of and respect, equality, and freedom; and

WHEREAS, all are welcomed in the City of El Segundo to live, work, and play, and every individual and family deserves a place to call home where they are safe, happy, and supported by friends, neighbors and community leaders; and

WHEREAS, the City of El Segundo denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, the LGBTQ+ community has worked tirelessly for respect and equality, and continues to celebrate authenticity, acceptance, and love; and

WHEREAS, Pride Month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City of El Segundo celebrates and appreciates the cultural, civic, and economic contributions of the Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthens our social welfare; and

WHEREAS, it is imperative that people in our community, regardless of sexual orientation, gender identity, and gender expression, feel valued, safe, empowered, and supported by their peers and community leaders.

NOW, THEREFORE, on this 21st day of May, 2024, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim June 2024 as **"LGBTQ+ Pride Month"** in El Segundo and encourage all residents to celebrate the progress toward justice, equality, and liberty in the LGBTQ+ community and join us in the fights that remain to be won. The City Council of the City of El Segundo further calls upon residents and employees of El Segundo to observe June 2024 as LGBTQ+ Pride Month in honor of our LGBTQ+ residents, employees, and visitors, and to the contributions they continue to make to our community.

Chris Pimentel
Mayor Pro Tem

Drew Boyles
Mayor

Carol Pirsztuk
Councilmember

Lance Giroux
Councilmember

Ryan Baldino
Councilmember

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
STRATEGIC PLANNING WORKSHOP
EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 30, 2024– 9:00 AM

CALL TO ORDER - by Mayor Boyles at 9:07 AM

ROLL CALL

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

PLEDGE OF ALLIGIANCE –

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

SPECIAL ORDERS OF BUSINESS:

The Strategic Planning Workshop was facilitated by Henry Garcia and Rhonda D. Strout-Garcia of HR Dynamics & Performance Management, Inc., Principal Consultants/Owner.

1. Strategic Planning Workshop to Update the Fiscal Year (FY) 2022-23 through FY 2025-26 Strategic Plan and Discuss the City's Current Strategic Goals and Top Priorities

The Strategic Planning Workshop includes the following:

I. Welcome from Mayor Boyles

II. Comments from City Manager, Darrell George

III. Agenda Review and Expectations from Facilitators Henry Garcia and Rhonda Strout-Garcia

- Facilitators reviewed what will be achieved during the meeting and from the strategic plan update process.

IV. Review of Strategic Planning Terms and Definitions

- Reviewed common strategic planning terms, such as mission, vision, goal, strategy, etc.

V. Staff Presentation of FY 2023-24 Strategic Plan Achievements, Proposed Strategies for FY 2024-25, and Review of Key Performance Indicators (KPIs)

- Barbara Voss, Deputy City Manager made the presentation.

- Council asked questions and discussed.

VI. Discuss and Reaffirm the Existing Five Goals and Proposed Strategies

- Council discussed and revised the order and wording of the goals;

1. Develop and Maintain Quality Infrastructure and Technology
2. Optimize Community Safety and Preparedness
3. Deliver Solution-Oriented Customer Service and Proactive Communications to All Members of the Community.
4. Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence
5. Champion Economic Development and Fiscal Sustainability

VII. Prioritize Top Ten Strategies for FY 2024-25

- Council discussed and made the decision to have six top strategies;

1. Goal 5 Strategy C: Implement strategic initiatives to attract new businesses and foster business to business networking and collaboration to retain and grow existing businesses.
2. Goal 5 Strategy D: Implement community planning, land use, and enforcement policies that encourage growth while preserving El Segundo's quality of life and small-town character
3. Goal 1 Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.
4. Goal 1 Strategy B: Seek opportunities to innovate and implement the use of technology to improve services, efficiency, and transparency.
5. Goal 2 Strategy A: Comprehensively address the unsheltered homeless population.
6. Goal 4 Strategy B: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

IV. Develop Priority Action Items/Projects for the Top Ten Strategies

- Council discussed and advised staff of their top six strategies. Staff will now update and revise the Strategic Plan according to Council's discussion.

VI. Wrap Up & Next Steps

Recommendation:

1. Receive, discuss, and provide direction to update the Strategic Plan for FY 2022-23 through FY 2025-26.

Staff will update the Strategic Plan and Strategies per Council's discussion and input and will then bring the item before Council for final approval.

Adjourned at 12:30 PM

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Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
BUDGET STUDY SESSION
MONDAY, MAY 6, 2024

OPEN SESSION – Mayor Boyles at 1:06 PM.

PLEDGE OF ALLEGIANCE – Mayor Boyles

ROLL CALL

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

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

CITY MANAGER FOLLOW-UP COMMENTS:

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 UNANIMOUS VOTE. 5/0

B. STAFF PRESENTATIONS:

1. FY 2024 - 25 Budget Study Session
(Fiscal Impact: None)

Darrell George, City Manager, introduced the item.

Paul Chung, Chief Financial Officer, presented the item.

Council Discussion

Council requested a second budget study session to further refine the budget. Council discussed a multitude of suggestions for staff to include in the second budget study session. A few of the suggestions/ideas are as follows;

- Suggested the 7,700,000 unassigned fund is overly positive, suggested the use of actual numbers.
- For forecasting, use the fully burdened costs for Police Officers.
- Re-envision City Hall Plaza
- Memory stones on Main and Richmond need attention.

- Suggested a better process for Cultural Arts Coordinator funding.
- Would like the break down of revenues from the Recreation Park.
- Add costs of lawsuits/claims/Workers Compensation from each department.

Adjourned at 4:35 PM

_____
Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 7, 2024

CLOSED SESSION – Mayor Boyles called the meeting to order at 4:30 PM due to lack of quorum at 4:00 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGHAL COUNSEL – EXISTING LITIGATION (GOV'T CODE §54956.9(D)(1): -2- MATTER(S)

1. Orr-Ryals v. City of El Segundo, Los Angeles Superior Court Case.

2. Fire Engineer, Edan Douek Workers' Compensation Claim (WCAB) No. 19-140611

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

1. Government Tort Claim by Keith Puckett

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -7- MATTER(S)

1. Employee Organizations; Police Officers' Association (POA), Fire Fighters' Association (FFA), Supervisory Professional Employee Association (SPEA), Professional Support Services Employee Association (PSSEA), Classified Employees' Association (CEA), Police Management Association (PMA), and Management Confidential (unrepresented).

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

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:00 PM

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pimentel

SPECIAL PRESENTATIONS:

1. Proclamation read by Council Member Baldino proclaiming May 5 -10, 2024 as Municipal City Clerk's Week and presented to Tracy Weaver, City Clerk, Lili Sandoval, Deputy City Clerk and Patricia Harada, Records Technician.

2. Proclamation read by Mayor Boyles proclaiming May 2024 as Older Americans Month and presented to Val Smith, 2024 El Segundo Older American of the Year. Residents are invited to attend the city's Elderfest on May 25th from 11:00 AM – 1:00 PM at the Joslyn Center.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)
Brenda Cleary, resident, commented on the youth and E-bikes.
Ryan Cunningham, resident, commented on the pilot parking permit program.
Tracy Williams, resident, commented on the pilot parking permit program.
Eric Pettersen, resident and restaurant owner, commented on the lighting at the north end of Main Street and commended the Council on a job well done.

CITY MANAGER FOLLOW-UP COMMENTS:

Elias Sassoon, Public Works Director addressed the questions regarding the permit parking pilot program.

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

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

B. CONSENT:

3. Approve regular City Council meeting minutes of April 16, 2024.

4. Approve warrants demand register for April 1, 2024 through April 21, 2024, numbers 19B, 20A, and 20B: warrant numbers 3050025 through 3050314, and 9003131 through 9003145. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: $5,986,925.65 ($2,317,417.60 in check warrants and $3,669,508.05 in wire warrants))

5. Waive second reading of an Ordinance and title and adopt Ordinance No. 1657 approving Zone Change No. ZC 23-01 and Zone Text Amendment No. ZTA 23-01 implementing Housing Element Program No. 6 (Provision of Adequate Sites) and Program No. 9 (El Segundo Municipal Code Amendments).
(Fiscal Impact: None)

6. Waive second reading of an Ordinance and title and adopt Ordinance No. 1659 amending the driveway and curb cut standards in El Segundo Municipal Code (ESMC) Title 15 and find that the proposed amendments are exempt under the California Environmental Quality Act pursuant to CEQA Guidelines §15061(b)(3) because they do not approve any particular development project, they consist only of minor revisions to existing zoning regulations and related procedures, and they do not have the potential for causing a significant effect on the environment.
(Fiscal Impact: None)

7. PULLED BY MAYOR PRO TEM PIMENTEL

8. PULLED BY MAYOR PRO TEM PIMENTEL

9. PULLED BY MAYOR PRO TEM PIMENTEL

10. Adopt Resolution No. 5476 updating the City's records retention schedule.
(Fiscal Impact: Range of $500 - $1,200 per month with reduced storage expenses)

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel, approving Consent items 3, 4, 5, 6, and 10. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

PULLED ITEMS:

7. Second Reading and Adoption of an Ordinance Amending the El Segundo South Campus Specific Plan for Vesting Tentative Tract Map No. 83236
(Fiscal Impact: None)

Mayor Pro Tem Pimentel suggested current wording stating “parking must be located within 150’ of the lot it serves” be changed to “parking must be adjacent to the lot it serves.”

Mark Hensley, City Attorney read by title only;

ORDINANCE NO. 1658

AN ORDINANCE AMENDING THE EL SEGUNDO SOUTH CAMPUS SPECIFIC PLAN (ESSCSP) TO MODIFY PERMITTED USES, SETBACK REQUIREMENTS, AND DEVELOMENT STANDARDS REGARDING PARKING AND LOADING FOR PHASE 1 IN THE ESSCSP AREA.
(Environmental Assessment No. EA-1348 and Specific Plan Amendment No. ASP 23-01).

Mayor Pro Tem Pimentel introduced the amended Ordinance. Second reading and possible adoption will be at the regular City Council meeting of May 21, 2024.

8. Agreement Termination for Park Place Roadway Extension and Grade Separation Project
   (Fiscal Impact: $7,420,000, where $1,421,063.09 has been spent to date with the following breakdown: 110-400-8203-8929 (Measure R) - $561,207.19 and 114-400-8203-8929 (Prop C) - $859,855.90)

Mayor Pro Tem Pimentel pulled the item to commended staff and especially Elias Sassoon, Public Works Director for termination of the project. The decision was fiscally responsible.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk approving the termination of the project. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

9. Agreement with Sharp Business Systems to Provide Copier Equipment, Supplies, Maintenance, and Support
   (Fiscal Impact: $79,980.72 per year, totaling $319,922.88 over the four-year lease agreement to begin in July 2024)

Mayor Pro Tem Pimentel asked that the jail printer be pulled from the contract.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino authorizing the City Manager to execute Agreement No. 6946, for four (4) years, with Sharp Business Systems to provide copier equipment, supplies, maintenance, and support for $6,665.06 a month, totaling $319,922.88 over the four-year term as amended. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Moved forward on the agenda at the request of the City Manager

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS:

19. Arts and Culture Advisory Committee and Cultural Development Fund Fiscal Year 2024-25 Initiatives
   (Fiscal Impact: The anticipated fund balance for Fiscal Year 2024-25 is $465,296. The ACC's recommended initiatives for Fiscal Year 2024-25 total $314,000.

Formal budget appropriations will be brought back to City Council during the FY 2024-25 budget adoption in June 2024)

Aly Mancini, Recreation, Parks, and Library Director introduced the item.

John Pickhaver, Chairperson and Randy Niessen, Cultural Arts Coordinator gave a presentation

Council Discussion

Council consensus directed staff to strike the $30,000 for a consultant from the Arts & Culture Master Plan.

PUBLIC HEARING:

Mayor Boyles and Council Member Pirsztuk left the dais due to conflicts of interest.

11. Public Hearing for Downtown Specific Plan Update, Environmental Impact Report Certification, Downtown Outdoor Dining Guidelines, Application Fee, and Renewal Fee
(Fiscal Impact: None)

Mayor Pro Tem Pimentel stated this was the time and place to conduct a public hearing regarding a resolution for addendum to previously certified General Plan Environmental Impact Report and Ordinance for General Plan Amendment, Zone Change, and Zone Text Amendment for the implementation of Housing Element Program No. 6 (Provision of Adequate Sites) and Program No. 9 (El Segundo Municipal Code Amendments), to increase the Allowable Density and Adopt New Objective Development Standards in the R3 Zone and Housing Element Sites Inventory Sites

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

Michael Allen, Community Development Director introduced the item.

Paul Samaras, Planning AICP, Principal Planner gave a presentation.

Public Input:
Mona Eiseman, resident, commented on the parking situation on various streets, bike lanes, businesses on Main Street and thanked the team for not closing Richmond Street.

MOTION by Council Member Giroux, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED. 3/0

Council discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5477

A RESOLUTION CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (EIR) AND APPROVING A GENERAL PLAN AMENDMENT FOR THE COMPREHENSIVE UPDATE OF THE DOWNTOWN SPECIFIC PLAN (Environmental Assessment No. EA 1311 and General Plan Amendment No. GPA 21-01).

MOTION by Council Member Baldino, SECONDED by Council Member Giroux adopting Resolution No. 5477. MOTION PASSED. 3/0

Mark Hensley, City Attorney read by title only:

ORDINANCE NO. XXX

AN ORDINANCE APPROVING SPECIFIC PLAN AMENDMENT NO. 21-01, ZONE CHANGE NO. ZC 21-01, AND ZONE TEXT AMENDMENT NO. ZTA 21-07 IMPLEMENTING THE DOWNTOWN SPECIFIC PLAN UPDATE PROEJCT

Council Member Baldino introduced the Ordinance. Second reading and possible adoption will be at the regular City Council meeting of May 21, 2024.

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO ESTABLISHING PARKING IN-LIEU FEE PAYMENT PROCEDURES

MOTION by Council Member Baldino, SECONDED by Council Member Giroux adopting Resolution No. 5478. MOTION PASSED. 3/0

MOTION by Council Member Baldino, SECONDED by Council Member Giroux approving the Downtown Outdoor Dining Guidelines. MOTION PASSED. 2/1 YES Baldino Giroux NO Pimentel

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5479

A RESOLUTION AMENDING A REGULATORY FEE TO RECOVER CITY COSTS INCURRED FOR CERTAIN REGULATORY PERMITTING PROCESS FOR OUTDOOR DINING APPLICATION AND ANNUAL RENEWAL FEE.

MOTION by Council Member Baldino, SECONDED by Council Member Giroux adopting Resolution No. 5479. MOTION PASSED. 3/0

Recessed at 8:50 PM
Reconvened at 8:58 PM

Mayor Boyles and Council Member Pirsztuk returned to the dais.

STAFF PRESENTATIONS:

(Items #14 and #15 moved forward on the agenda due to time)
14. Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act
(Fiscal Impact: Local tax measures that were approved in 2022, such as Measure BT, which updated and increased the City's business license tax, will likely not comply with the provisions of the initiative, resulting in a loss of approximately $3 million of annual revenue. Additional impacts on City fees and charges are anticipated if this initiative is approved, which would reduce funding for essential City services)

Darrell George, City Manager introduced the item.

Jeff Kiernan, Regional Public Affairs Manager, LA County Division for the League of California Cities gave a presentation.

Council Discussion

Council requested a cost analysis and how the initiative will affect the city directly.

No vote was taken to adopt a Resolution regarding the initiative.

15. A Proactive Approach to E-Bike Safety in the Community
(Fiscal Impact: None)

Saul Rodriguez, Police Chief introduced the item.

Cory McEnroe, Police Lieutenant gave a presentation.

Council Discussion

- Possible curfew for those under 17, no E-bike riding after 9:00 PM.
- Install more bike racks at parks to encourage walking of bikes in the parks.

Council Consensus to receive and file the presentation.

PUBLIC HEARINGS: (Continued)

12. Public Hearing for Adoption of Fiscal Year 2024-25 Master Fee Schedule
(Fiscal Impact: Additional revenue for FY 2024-2025 will be approximately $300,000, primarily for the General Fund.)

Mayor Boyles stated this was the time and place to conduct a public hearing regarding the proposed FY 2024-25 Master Fee Schedule.
Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received.

Paul Chung, Chief Financial Officer introduced the item.

Dino Marsocci, Revenue Manager/Deputy Treasurer gave a presentation

Public Input: None

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Council discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5480

A RESOLUTION OF THE CITY OF EL SEGUNDO ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR RECOVERING COSTS INCURRED FROM PROVIDING VARIOUS CITY SERVICES.

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5480. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

13. Public Hearing for Ordinance Adopting the 2022 Edition of California Fire Code with Certain Appendices and Amendments
(Fiscal Impact: None)

Mayor Boyles stated this was the time and place to conduct a public hearing regarding waiving the first reading and adopting an ordinance proposing the 2022 Edition of California Fire Code with Certain Appendices and Amendments.

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

George Avery, Fire Chief gave a presentation.

Public Input: None

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

Council discussion

Mark Hensley, City Attorney read by title only:

ORDINANCE NO. 1660

AN ORDINANCE ADOPTING THE 2022 EDITION OF PART 9 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS (FIRE CODE) WITH CERTAIN ADDITIONAL APPENDICES AND AMENDMENTS.

MOTION by Council Member Baldino, SECONDED by Mayor Pro Tem Pimentel adopting Ordinance No. 1660. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

STAFF PRESENTATIONS:

14. Moved forward on the agenda per City Manager.

15. Moved forward on the agenda due to time and residents waiting in audience.

Council Member Baldino recused himself due to the fact that his son is a lifeguard with the city.

16. Adoption of Revised Classification Specifications for Lifeguard, Swim Instructor and Senior Lifeguard, and Accompanying Resolution to Establish Basic Salary Ranges
(Fiscal Impact: See Agenda Staff Report for full explanation)

Rebecca Redyk, Human Resources Director gave a presentation.

Council Discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux to adopt the revised classification specifications for Lifeguard, Swim Instructor, and Senior Lifeguard positions. MOTION PASSED. 4/0

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5482

A RESOLUTION ESTABLISHING BASIC HOURLY SALARY RANGE FOR VARIOUS PART TIME JOB CLASSIFICATIONS

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5482. MOTION PASSED BY A UNANIMOUS VOTE. 4/0

Council Member Baldino returned to the dais.

17. Changes to City Job Classifications Including the Establishment of a Code Compliance Inspector Classification (Part-Time) and Accompanying Basic Hourly Salary Range and Revisions to the Geographic Information System Analyst Classification Specification
(Fiscal Impact: None)

Rebecca Redyk, Human Resources Director gave a presentation.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Pimentel establishing a Code Compliance Inspector (Part-Time). MOTION PASSED BY A UNANIMOUS VOTE. 5/0

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk approving the revised Code Compliance Inspector classification specification. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5483

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

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk adopting Resolution No. 5483. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

MOTION by Mayor Boyles, SECONDED by Mayor Pro Tem Pimentel approving the revised Geographic Information System Analyst classification specification. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

18. Adoption of a Side Letter Agreement Between the City of El Segundo and the El Segundo Firefighters' Association Changing Hiring Practices and Hiring New Employees at the Fire Paramedic Rank as the Entry-level position in the Fire Department and Accompanying Revisions to the Fire Paramedic Classification Specification and Examination Plan
(Fiscal Impact: See Agenda Staff Report for full explanation)

Rebecca Redyk, Human Resources Director gave a presentation.

Council Discussion

MOTION by Council Member Giroux, SECONDED by Council Member Baldino adopting the Side Letter Agreement Between the City of El Segundo and the El Segundo Firefighters' Association, IAFF, Local 3682 and the revised classification specification and examination plan for Fire Paramedic. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

F. REPORTS – CITY CLERK – No report.

G. REPORTS – CITY TREASURER – Not present

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Wished a Happy Birthday to Vinnie Baldino.

Council Member Giroux – Congratulated the two High School teams currently in CIF.

Council Member Pirsztuk – Shout out to Recreation Parks for running the Hometown Fair and invited all to the ED! Gala on Friday, May 10th.

Mayor Pro Tem Pimentel – No report

Mayor Boyles – Congratulated the ESHS Boy's La Crosse, the team is moving on in CIF.

I. REPORTS – ASSISTANT CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – Gave an update on Hyperion Water Reclamation Plant.

MEMORIAL – None

Adjourned at 10:30 PM

_____
Tracy Weaver, City Clerk

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.8

TITLE:

Warrant Demand Register for April 22, 2024 through April 28, 2024

RECOMMENDATION:

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.

2. Approve Warrant Demand Register number 21A: warrant numbers 3050315 through 3050426, and 9003146 through 9003147.

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

FISCAL IMPACT:

The warrants presented were drawn in payment of demands included within the FY 2023-2024 Adopted Budget. The total of $2,956,119.92 ($2,855,674.54 in check warrants and $100,445.38 in wire warrants) are for demands drawn on the FY 2023-2024 Budget.

BACKGROUND:

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

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

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 21a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3050315 - 3050426
9003146 - 9003147

DATE OF APPROVAL: AS OF 5/21/24

REGISTER #21a

001	GENERAL FUND	564,594.97
003	EXPENDABLE TRUST FUND - OTHER	12,250.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,216.00
110	MEASURE "R"	8,042.69
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	783,973.81
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	64.26
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	2,952.07
124	FEDERAL GRANTS	-
125	STATE GRANT	75.69
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	76.02
127	MEAURE "M"	3,916.34
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	22,050.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	17,318.20
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	11,629.03
502	WASTEWATER FUND	1,425,484.62
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	864.20
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	166.64
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	2,855,674.54

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

NOTES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

DATE: 4/30/24

CITY MANAGER

DATE: 4-30-24

CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
04/22/24 THROUGH 04/28/24

Date	Payee		Description
4/26/2024	Mission Square	62,946.60	457 payment Vantagepoint
4/26/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
4/26/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
4/26/2024	Mission Square	100.00	IRA payment Vantagepoint
4/26/2024	ExpertPay	2,365.29	EFT Child support payment
04/15/24-04/21/24	Workers Comp Activity	26,644.64	SCRMA checks issued/(voided)
04/15/24-04/21/24	Liability Trust - Claims	4,260.00	Claim checks issued/(voided)
04/15/24-04/21/24	Retiree Health Insurance	-	Health Reimbursment checks issued
		100,445.38	

DATE OF RATIFICATION: 04/29/24
TOTAL PAYMENTS BY WIRE: **100,445.38**

Certified as to the accuracy of the wire transfers by:

Treasury & Customer Services Manager — Date 4/29/24

Chief Financial Officer — Date 4/30/24

City Manager — Date 4-30-24

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 5/21/24
REGISTER #21a

DEPT#	NAME	TOTAL
	GENERAL FUND DEPARTMENTAL EXPENDITURES	
	GENERAL GOVERNMENT	
1101	City Council	204.09
1201	City Treasurer	119.18
1300	City Clerk	879.52
2101	City Manager	583.52
2102	Communications	94.38
2103	El Segundo Media	
2201	City Attorney	135,794.24
2401	Economic Development	
2402	Planning	59,499.75
2405	Human and Health Services	935.00
2500	Administrative Services	65,914.29
2601	Government Buildings	57,314.99
2900	Nondepartmental	33,667.01
6100	Library	10,827.84
		365,833.81
	PUBLIC SAFETY	
3100	Police	21,493.55
3200	Fire	3,205.61
2403	Building Safety	12,055.08
2404	Plng/Bldg Sfty Administration	1,312.74
		38,066.98
	PUBLIC WORKS	
4101	Engineering	1,106.90
4200	Streets	102,927.34
4300	Wastewater	677.92
4601	Equipment Maintenance	2,326.10
4801	Administration	633.79
		107,672.05
	COMMUNITY DEVELOPMENT	
5100,5200	Recreation & Parks	6,794.31
5400	CAMPS	
		6,794.31
	EXPENDITURES	
	CAPITAL IMPROVEMENT	17,318.20
	ALL OTHER ACCOUNTS	2,319,989.19
	TOTAL WARRANTS	2,855,674.54

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.9

TITLE:

Second Reading and Adoption of Ordinance Implementing the Downtown Specific Plan Update

RECOMMENDATION:

1. Waive second reading of Ordinance and title and adopt an Ordinance approving Specific Plan Amendment No. SPA 21-01, Zone Change No. ZC 21-01, and Zone Text Amendment No. 23-01 for the Downtown Specific Plan update.

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

FISCAL IMPACT:

The proposed amendments are not anticipated to have any fiscal impact.

BACKGROUND:

On April 25, 2024, the Planning Commission held a duly noticed public hearing and discussion and recommended that the City Council certify a Final Environmental Impact Report, approve a General Plan Amendment, a Specific Plan Amendment, a Zone Change, and a Zone Text Amendment for the Downtown Specific Plan update. The Planning Commission recommendation included the addition of museums and dance/nightclubs to the permitted uses and/or uses subject to an administrative use permit.

On May 7, 2024, the City Council considered a draft ordinance adopting Specific Plan Amendment No SPA 21-01, Zone Change No. ZC 21-01, and Zone Text Amendment for the Downtown Specific Plan update. At the conclusion of the public hearing, the City Council introduced the ordinance for first reading, including the following amendments to the draft Specific Plan:

<u>Museum Uses</u>
Add museum uses to the list of permitted uses in Table 2-1 (Permitted Uses Table) in

the Main Street District and the Grand Avenue District.

Dance/nightclubs

- Replace the term "Nightclubs" with "Dance/Nightclubs" in Table 2-1 and in Appendix B: Definitions.
- Amend the definition of Dance/Nightclubs to include ancillary uses such as assembly events, food and alcohol services, and other permitted uses in Table 2-1.
- Add Dance/Nightclubs as a use permitted subject to a conditional use permit (CUP) in the Grand Avenue District.
- Establish the following requirements for Dance/Nightclub uses:
    - Limit the size to a maximum of 4,000 gross square feet.
    - Limit the dance floor size to a maximum of 500 square feet.
    - Limit the interior noise level to a maximum of 90 decibels (dBA).
    - Limit the exterior customer queuing area to the business frontage width and maintain a clear pedestrian passage along the public sidewalk.
    - Require review and approval of an Entertainment Permit pursuant to ESMC Chapter 4-8.

On May 7, 2024, the City Council adopted three Resolutions which:

- Certified the Final Environmental Impact Report (Environmental Assessment No. EA 1311) for the project pursuant to § 15090 of the California Environmental Quality Act ("CEQA") Guidelines and approved General Plan Amendment No. GPA 23-01;
- Certified the payment procedures for parking in-lieu fees; and
- Established Downtown Outdoor Dining application and renewal fees.

DISCUSSION:

The Council may waive the second reading of the Ordinance and title and adopt. If adopted on May 21, 2024, the effective date of the Ordinance will be June 20, 2024.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for businesses and the community.
Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:
Paul Samaras, AICP, Principal Planner
REVIEWED BY:
Michael Allen, Community Development Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. ____

AN ORDINANCE APPROVING SPECIFIC PLAN AMENDMENT NO. 21-01, ZONE CHANGE NO. ZC 21-01, AND ZONE TEXT AMENDMENT NO. ZTA 21-07 IMPLEMENTING THE DOWNTOWN SPECIFIC PLAN UPDATE PROEJCT

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

SECTION 1: The Council finds and declares as follows:

A. On August 1, 2000, the City Council adopted the Downtown Specific Plan;

B. On August 16, 2021, the City initiated the process to update the Downtown Specific Plan with the goals of helping its businesses, providing more housing, and finding parking solutions, while maintaining its general feel and character;

C. On May 25, 2023, the City and consultant team completed a draft of the Downtown Specific Plan Draft Specific Plan and released it for public review;

D. The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines");

E. An Environmental Impact Report (EIR) was prepared pursuant to the requirements of CEQA and the CEQA Guidelines;

F. On April 11, 2024, the Planning Commission held a duly noticed public hearing to receive public testimony and other evidence regarding the proposed ordinance, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

G. After the close of the public hearing, the Planning Commission adopted Resolution No. 2950 recommending that the City Council approve the Downtown Specific Plan Update project including, without limitation, adopting this Ordinance;

H. On April 25, 2024, notice of a public hearing on the proposed Downtown Specific Plan Update project was published in the *El Segundo Herald* and mailed to all property owners within 300 feet and all occupants within 150 feet of the proposed Downtown Specific Plan;

I. On May 7, 2024, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding the proposed Downtown Specific Plan Update project and this Ordinance; and

J. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its May 7, 2024 hearing and the staff report submitted by the Community Development Department.

SECTION 2: *Environmental Assessment.* Prior to adopting this Ordinance, the City Council adopted Resolution No. ____ certifying a Final Environmental Impact Report (FEIR) and adopting a mitigation monitoring and reporting program (MMRP) for this Project which, among other things, properly assesses the environmental impact of this Ordinance, and the Project, in accordance with CEQA. This Ordinance incorporates by reference the environmental findings and analysis set forth in Resolution No. ____.

SECTION 3: *General Plan Amendment.* Prior to adopting this Ordinance, the City Council adopted Resolution No. ____ approving General Plan Amendment No. GPA 21-01 to:

A. Change the land use map designation for three sites (including seven parcels) totaling 8.8 acres from Downtown Commercial to Downtown Specific Plan;

B. Update the Downtown Specific Plan land use designation description;

C. Remove the Downtown Commercial land use designation description;

D. Update the description of the City's northwest quadrant in the land use plan; and

E. Update the Downtown Specific Plan area and city build-out projections.

SECTION 4: *Factual Findings and Conclusions*. The City Council finds as follows:

A. Government Code Section 65583 establishes the required contents and analysis in the General Plan Housing Elements in local jurisdictions;

B. Government Code Section 65584 mandates HCD to provide a determination of a region's existing and projected housing needs. It also mandates the Southern California Association of Governments (SCAG) to allocate the housing needs among local jurisdictions in the SCAG region in the Regional Housing Needs Assessment (RHNA) process;

C. The RHNA allocation for El Segundo during the 2021-2029 period is 521 dwelling units that are affordable to households of different income levels,

including 131 units at above moderate income, 84 at moderate income, 99 at low income, and 207 at very low income;

D. On November 15, 2022, the City adopted its General Plan 2021-2029 Housing Element;

E. Program 6 (Provision of Adequate Sites) of the 2021-2029 Housing Element calls for specific rezoning actions, including completing a comprehensive Downtown Specific Plan update, to help the City meet its RHNA allocation goal;

F. The proposed Specific Plan will expand by approximately 8.8 acres and move the east boundary of the Specific Plan to Eucalyptus Drive. This expansion will include several parcels that currently have a General Plan Land Use designation of Downtown Commercial and are zoned Downtown Commercial (C-RS);

G. The proposed General Plan amendment will:

1. Change the land use map designation for three sites totaling 8.8 acres from Downtown Commercial to Downtown Specific Plan;

2. Update the Downtown Specific Plan land use designation description;

3. Remove the Downtown Commercial land use designation description;

4. Update the description of the City's northwest quadrant in the land use plan; and

5. Update the Downtown Specific Plan area and city build-out projections.

H. The proposed Specific Plan update increases the permitted density and building height and reduces parking requirements to incentivize new development within the Specific Plan are. It is anticipated that the Specific Plan update will potentially result in new development, including up to 300 residential units, 200,000 square feet of office uses, 130,000 square feet of retail and restaurant uses, and 24,0000 of medical office uses. In addition, for the conversion of existing buildings from one permitted use to another, there will be no additional parking requirement. The reduced parking and conversion exemption for commercial uses will reduce construction cost, incentivize new development, and help attract new businesses to the Downtown.

I. The proposed amendment will increase the permitted density and height only on properties in the proposed Downtown Specific Plan, thereby preserving the medium density and low building profile on the vast majority of properties in the northwest quadrant of the City;

J. The proposed amendment is also consistent with General Plan Land Use Element Goal LU3: Proper Distribution of Residential Land Uses, in that it will preserve and protect existing Single-Family Residential uses. The proposed amendment does not alter the designation of any existing Single-Family Residential properties; it affects only properties designated as Downtown Commercial or Downtown Specific Plan;

K. The proposed roadway improvements on Main Street, Grand Avenue, and Richmond Street have been evaluated and can accommodate the circulation needs, and the Specific Plan area will continue to provide emergency vehicle access;

L. The proposed Specific Plan includes street improvements to maintain acceptable levels of service, transit improvements to increase ridership, and parking improvements and programs to address future parking demand. It proposes enhancements to alternative transportation, including widened sidewalks, pedestrian and bicycle facilities, and other streetscape infrastructure, which will further enhance the pedestrian environment and alternative transportation activity;

M. The Plan provides design guidelines for the development of open space areas such as plazas and courtyards that activate the Downtown, increase the use of landscaping, and designates habitat areas for the El Segundo Blue Butterfly;

N. The proposed Zone Text Amendment will:

1. Amend ESMC Section 15-3-1 (Designation of Zone Names) to delete the Downtown Commercial (C-RS) zone;

2. Amend ESMC Section 15-3-2 (Specific Plan Zones) to amend the Downtown Specific Plan zoning district names;

3. Delete ESMC Article 15-5B (Downtown Commercial (C-RS) Zone);

4. Amend ESMC Chapter 15-33 (Parking In-lieu Fees) to update the Downtown Specific Plan and Smoky Hollow Specific Plan parking in-lieu fee area maps.

SECTION 5: *Specific Plan Amendment Findings.* As required under ESMC § 15-27-3 and based on the findings set forth in Sections 2, 3, and 4 the City Council finds:

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

The proposed specific plan amendment is consistent with General Plan Land Use Element Goal LU1: Maintenance of El Segundo's "Small Town" Atmosphere and provide an attractive place to live and work in that it preserves and maintains the City's low-medium density residential nature, with low building height profile and character, and minimum development standards. The proposed amendment will increase the density and permitted height only on properties in the proposed Downtown Specific Plan area, thereby preserving the medium density and low building profile on the vast majority of properties in the northwest quadrant of the City. In addition, the stated vision of the proposed Downtown Specific Plan is to expand the existing neighborhood serving commercial and residential uses, while maintaining the "small-town" atmosphere. Further, the Specific Plan contains design standards for buildings on private property and outdoor dining areas, and improvements to public sidewalks, open spaces and landscaping that aim to make the Downtown area an attractive place for residents, employees, and visitors.

The proposed specific plan amendment is also consistent with General Plan Land Use Goal LU2: Preservation and Enhancement of El Segundo's Cultural and Historic Resources, and Objective LU2-2 which encourages preservation and enhancement of the Downtown's cultural and historical resources. Chapters 2 and 4 of the proposed Downtown Specific Plan include goals and development standards that encourage the preservation and enhancement of potential historical buildings in this area, and ensure new development and improvements are compatible with the historic character of Downtown. In addition, Specific Plan Chapter 7 (Administration) requires a discretionary demolition permit for properties identified as potential historic resources or contributing to a potential historic district to ensure that any demolition does not cause a substantial adverse change in the significance of a historical resource.

The proposed specific plan amendment is also consistent with General Plan Land Use Element Goal LU3: Proper Distribution of Residential Land Uses, in that it preserves and protects existing Single-Family Residential uses. The proposed amendment does not alter the designation of any existing Single-Family Residential properties; it affects only properties designated as Commercial or Downtown Specific Plan.

In addition, the proposed specific plan amendment includes development, design, and open space standards that help maintain a medium density character in most of the Downtown area. Furthermore, the proposed specific plan amendment includes standards that improve design quality of multi-family residential developments.

The proposed specific plan amendment is consistent with Land Use Element Goal LU 4: Provision of a Stable Tax Base for El Segundo Through Commercial Uses. The proposed Downtown Specific Plan provides an opportunity to enhance and further stabilize the existing Downtown tax base within a mixed-use environment. In addition, the proposed specific plan amendment establishes a vision to create an economically prosperous Downtown with an appropriate balance of uses to reach its optimal potential. The proposed Specific Plan also addresses provisions for adequate parking, pedestrian-oriented architecture, and evaluation and mitigation of traffic impacts. Furthermore, the proposed Specific Plan includes permitted uses and development standards that will encourage the potential development of an additional 130,000 square feet of retail and restaurant uses, 200,000 square feet of professional office uses, 24,000 square feet of medical office uses, and 300 residential units, which will increase the City's tax base within a mixed-use environment.

The proposed specific plan amendment is consistent with Land Use Element Goal LU 5 to maintain and upgrade the existing excellent parks, recreation, and open space facilities. The proposed Downtown Specific Plan Chapter 4 (Public Realm – Placemaking and Beautification) contains design guidelines for improving all the public spaces in the Downtown and developing the Civic Center Plaza as a focal recreational point for the community with activities for all ages.

The proposed specific plan amendment is consistent with General Plan Land Use Element Goal LU7: Provision of Quality Infrastructure by providing for quality infrastructure, including improved sidewalks, streets, street lighting, and other streetscape infrastructure improvements. The proposed Downtown Specific Plan Chapters 3 (Public Realm – Multimodal Mobility) and 4 (Public Realm – Placemaking and Beautification) include design guidelines and improvement recommendations for the public right-of-way, including the sidewalks, streets, and alleys, and for all Downtown public open spaces and parking areas.

The proposed specific plan amendment is consistent with the Economic Development Element Goal ED3 to preserve and improve the business environment and image of Downtown El Segundo, in that the proposed Specific Plan strives to preserve and improve the business environment, stabilize the economic viability of the Downtown, improve the appearance of Downtown, improve vehicular circulation, parking, and streetscape, and

enhance the pedestrian environment while providing the opportunity for a mix of commercial services. In addition, the proposed Specific Plan permitted uses include a range of commercial and entertainment uses and the proposed development standards include more relaxed limits on density and height, as well as reduced parking compared to current standards, which, in combination, will stimulate new development, business activity, and pedestrian traffic in the Downtown. Furthermore, the Specific Plan contains design standards for private property and design guidelines for the public right-of-way and public open spaces to improve the appearance of private and public spaces in the Downtown.

The proposed specific plan amendment is consistent with General Plan Circulation Element Goal C1: Provision for a Safe, Convenient and Cost-Effective Circulation System in that the proposed Specific Plan provides for a circulation system in the Downtown area that is safe, convenient, and cost-effective. The sidewalk, cycling, transit and roadway improvements planned for Main Street, Grand Avenue, and Richmond Street have been evaluated and can accommodate the circulation needs, and the Specific Plan area will continue to provide emergency vehicle access.

The proposed specific plan amendment is consistent with General Plan Circulation Goal C2: Provision for Alternative Modes of Transportation in that the Specific Plan enhances the pedestrian-oriented environment through widened sidewalks, pedestrian crosswalk improvements, alley improvements; expands bicycle facilities through provision of dedicated Class II Bike Lanes and related bicycle amenities; and improves the transit system access through improvements to physical infrastructure, such as bus shelters, benches, and bus stop zones.

The proposed specific plan amendment is consistent with General Plan Housing Element Goal HE3: Provide Opportunities for New Housing Construction in a Variety of Locations and Variety of Densities, in that the proposed amendment directly implements Program No. 6: Provision of Adequate Sites by increasing the permitted residential density and establishing other standards that are estimated to result in 300 additional residential units within the Plan area.

The proposed specific plan amendment is consistent with the objectives and policies in the Open Space and Recreational Element in that the proposed Downtown Specific Plan Chapter No. 4 provides for the development of open space areas such as plazas and courtyards that activate the Downtown.

The proposed specific plan amendment is consistent with Conservation Element Goal CN4: El Segundo Blue Butterfly, in that the Downtown Specific Plan Chapters 2 and 4 contain policies to protect and enhance the quality of the urban landscape of the Downtown and designate habitat areas for the El Segundo Blue Butterfly.

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

The proposed specific plan amendment is necessary to serve the public health, safety, and general welfare in that it consists of planning for the orderly use of the City's land resources. The proposed amendment establishes land use regulations for a 35.1-acre Downtown Specific Plan area including permitted uses, development and design standards, as well as public improvements for the purpose of creating an economically prosperous Downtown while serving the public health, safety, and general welfare.

The proposed specific plan amendment increases the permitted maximum density for residential developments only in the City's Downtown mixed-use environment, thereby preserving those areas throughout the City with a Single-Family Residential Land Use designation.

The proposed specific plan amendment will substantially increase the permitted density for residential uses in the Specific Plan area and, thus directly facilitate and increase the opportunities for construction of new housing to satisfy the housing needs of all segments of the community as described in General Plan Housing Element Program 6: Provision of Adequate Sites.

Finally, the potential environmental impacts generated by the proposed amendment were analyzed consistent with the requirements of the California Environmental Quality Act (CEQA). It was determined that the proposed amendment will have less than significant impacts with mitigation as analyzed in the Environmental Impact Report (EIR) for the Downtown Specific Plan update project.

SECTION 6: *Zone Change Findings.* As required under ESMC § 15-27-3 and based on the findings set forth in Sections 2, 3, 4 the City Council finds:

A. The amendment is consistent with the General Plan.

The proposed amendment is consistent with General Plan Land Use Element Goal LU1: Maintenance of El Segundo's "Small Town" Atmosphere and provide an attractive place to live and work in that it preserves and maintains the City's low-medium density residential nature, with low building

height profile and character, and minimum development standards. The proposed amendment will increase the density and permitted height only on properties in the proposed Downtown Specific Plan area, thereby preserving the medium density and low building profile on the vast majority of properties in the northwest quadrant of the City. In addition, the stated vision of the proposed Downtown Specific Plan is to expand the existing neighborhood serving commercial and residential uses, while maintaining the "small-town" atmosphere. The Specific Plan contains design standards for buildings on private property and outdoor dining areas, and improvements to public sidewalks, open spaces and landscaping that aim to make the Downtown area an attractive place for residents, employees, and visitors.

The proposed amendment is also consistent with General Plan Land Use Goal LU2: Preservation and Enhancement of El Segundo's Cultural and Historic Resources, and Objective LU2-2 which encourages preservation and enhancement of the Downtown's cultural and historical resources. Chapters 2 and 4 of the Specific Plan include goals and development standards that encourage the preservation and enhancement of potential historical buildings in this area, and ensure new development and improvements are compatible with the historic character of Downtown. In addition, Chapter 7 (Administration) requires a discretionary demolition permit for properties identified as potential historic resources or contributing to a potential historic district to ensure that any demolition does not cause a substantial adverse change in the significance of a historical resource.

The proposed amendment is also consistent with General Plan Land Use Element Goal LU3: Proper Distribution of Residential Land Uses, in that it preserves and protects existing Single-Family Residential uses. The proposed amendment does not alter the designation of any existing Single-Family Residential properties; it affects only properties designated as Commercial or Downtown Specific Plan. In addition, the proposed Downtown Specific Plan includes development, design, and open space standards that help maintain a medium density character in most of the Downtown area, and includes standards that improve design quality of multi-family residential developments.

The proposed amendment is consistent with Land Use Element Goal LU 4: Provision of a Stable Tax Base for El Segundo Through Commercial Uses. The Specific Plan provides the opportunity to enhance and further stabilize the existing Downtown tax base within a mixed-use environment. The Plan strives to create Downtown as the focal point of the community, enhancing the aesthetic environment and upgrading public spaces for Downtown activities. The Specific Plan addresses provisions for adequate parking, pedestrian-oriented architecture, and evaluation and mitigation of traffic impacts.

Furthermore, the Specific Plan includes permitted uses and development standards that will encourage the potential development of an additional 130,000 square feet of retail and restaurant uses, 200,000 square feet of professional office uses, 24,000 square feet of medical office uses, and 300 residential units, which will increase the City's tax base within a mixed-use environment.

The proposed amendment is consistent with Land Use Element Goal LU 5 to maintain and upgrade the existing excellent parks, recreation, and open space facilities. The proposed Downtown Specific Plan Chapter 4 (Public Realm – Placemaking and Beautification) contains design guidelines for improving all the public spaces in the Downtown and developing the Civic Center Plaza as a focal recreational point for the community with activities for all ages.

The proposed amendment is consistent with General Plan Land Use Element Goal LU7: Provision of Quality Infrastructure by providing for quality infrastructure, including improved sidewalks, streets, street lighting, and other streetscape infrastructure improvements. The proposed Downtown Specific Plan Chapters 3 (Public Realm – Multimodal Mobility) and 4 (Public Realm – Placemaking and Beautification) include design guidelines and improvement recommendations for the public right-of-way, including the sidewalks, streets, and alleys, and for all Downtown public open spaces and parking areas.

The proposed general plan amendment is consistent with the Economic Development Element Goal ED3 to preserve and improve the business environment and image of Downtown El Segundo, in that the proposed Specific Plan strives to preserve and improve the business environment, stabilize the economic viability of the Downtown, improve the appearance of Downtown, improve vehicular circulation, parking, and streetscape, and enhance the pedestrian environment while providing the opportunity for a mix of commercial services. In addition, the proposed Specific Plan permitted uses include a range of commercial and entertainment uses and the proposed development standards include more relaxed limits on density and height, as well as reduced parking compared to current standards, which, in combination, will stimulate new development, business activity, and pedestrian traffic in the Downtown. Furthermore, the Specific Plan contains design standards for private property and design guidelines for the public right-of-way and public open spaces to improve the appearance of private and public spaces in the Downtown.

The proposed general plan amendment is consistent with General Plan Circulation Element Goal C1: Provision for a Safe, Convenient and Cost-Effective Circulation System in that the proposed Specific Plan provides for a circulation system in the Downtown area that is safe, convenient, and

cost-effective. The sidewalk, cycling, transit and roadway improvements planned for Main Street, Grand Avenue, and Richmond Street have been evaluated and can accommodate the circulation needs, and the Specific Plan area will continue to provide emergency vehicle access.

The proposed general plan amendment is consistent with General Plan Circulation Goal C2: Provision for Alternative Modes of Transportation in that the Specific Plan enhances the pedestrian-oriented environment through widened sidewalks, pedestrian crosswalk improvements, alley improvements; expands bicycle facilities through provision of dedicated Class II Bike Lanes and related bicycle amenities; and improves the transit system access through improvements to physical infrastructure, such as bus shelters, benches, and bus stop zones.

The proposed general plan amendment is consistent with General Plan Housing Element Goal HE3: Provide Opportunities for New Housing Construction in a Variety of Locations and Variety of Densities, in that the proposed amendment directly implements Program No. 6: Provision of Adequate Sites. Specifically, the proposed amendment implements the Downtown Specific Plan update, which increases the permitted residential density and establishes other standards that are estimated to result in 300 additional residential units within the Plan area.

The proposed amendment is consistent with the objectives and policies in the Open Space and Recreational Element in that the Plan provides for the development of open space areas such as plazas and courtyards that activate the Downtown.

The proposed amendment is consistent with Conservation Element Goal CN4: El Segundo Blue Butterfly, in that the Plan protects and enhances the quality of the urban landscape of the Downtown and designates habitat areas for the El Segundo Blue Butterfly.

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

The proposed amendment is necessary to serve the public health, safety, and general welfare in that it consists of planning for the orderly use of the City's land resources. The proposed amendment changes the Land Use Designation of three sites from Downtown Commercial to Downtown Specific Plan to ensure consistency with the proposed Downtown Specific Plan's land use regulations.

In addition, the proposed amendment will increase the permitted maximum density for residential developments, which helps focus the increased density in the City's Downtown mixed-use environment and preserves those areas with a Single-Family Residential Land Use designation.

Further, proposed amendment will directly facilitate and increase the opportunities for the construction of new housing to satisfy the housing needs of all segments of the community as described in General Plan Housing Element Program 6: Provision of Adequate Sites.

Finally, the potential environmental impacts generated by the proposed amendment were analyzed consistent with the requirements of the California Environmental Quality Act (CEQA). It was determined that the proposed amendment will have less than significant impacts with mitigation as analyzed in the Environmental Impact Report (EIR) for the Downtown Specific Plan update.

C. *There are changed conditions since the existing zoning became effective to warrant other or additional zoning.*

There are changed conditions since the existing zoning became effective to warrant the addition of three sites totaling approximately 8.8 acres and currently zoned Downtown Commercial (C-RS) to the proposed Downtown Specific Plan. In 2019, the California enacted the Housing Crisis Act of 2019 (SB 330), which declared a housing crisis in California. This and other laws adopted recently imposed obligations on cities to facilitate housing production, including strict requirements on local housing elements. For the 6th cycle Regional Housing Needs Assessment (RHNA), El Segundo's allocation is 521 housing units, including 279 affordable housing units. The City conducted an analysis of the feasibility of facilitating construction of 521 units under existing zoning and determined that it would infeasible. Consequently, on November 15, 2022, the City adopted its 2021-2029 Housing Element, which includes Program No. 6 to rezone an adequate number of sites to allow higher density residential development. The proposed amendment directly implements Housing Element Program No. 6, which is critical in meeting the City's RHNA obligations.

D. *The benefits of the proposed change of zone will clearly outweigh any potential adverse effects to adjoining property or the area.*

The proposed zone change will help the City meets its General Plan Housing Element Goal No. 3 to provide opportunities for new housing construction in a variety of locations and a variety of densities. The proposed rezoning of three sites totaling approximately 8.8 acres from Downtown Commercial (C-RS) to the proposed Downtown Specific Plan provides an opportunity and variety of locations for the construction of new

housing units at high densities. The City provides existing locations that permit construction of single-family, low density residential developments in its Single-Family Residential (R-1) and Two-Family Residential (R-2) zones. It also provides locations that permit construction of multi-family, medium density residential developments in its Multi-Family Residential (R-3) zone. Thus, the proposed rezoning will address the need for high density residential locations in the City.

The proposed zone change directly implements Housing Element Program No. 6 to provide adequate sites to meet the assigned RHNA of 521 housing units, including 279 affordable housing units at the moderate, low, and very low income categories. In addition, the zone change helps address the need for housing for various population groups, which is identified in the Housing Element.

Further, the proposed zone change directly addresses a Department of Housing and Community Development (HCD) requirement that will result in full certification of City's Housing Element, with all the accompanying benefits of certification, such as the ability to qualify for HCD and other State grant funding.

There is no evidence in the record to suggest that there will be significant adverse effects as a result of the proposed zone change.

Finally, the potential environmental impacts generated by the proposed amendment were analyzed consistent with the requirements of the California Environmental Quality Act (CEQA). It was determined that the proposed amendment will have less than significant impacts with mitigation as analyzed in the Environmental Impact Report (EIR) for the Downtown Specific Plan update.

SECTION 7: *Zone Text Amendment Findings*. As required under ESMC § 15-27-3 and based on the findings set forth in Section 2, 3, and 4 the City Council finds:

A. The amendment is consistent with the General Plan.

The proposed zone text amendment is consistent with General Plan Land Use Element Land Use Designation descriptions in that it eliminates ESMC provisions related to the Downtown Commercial Land Use Designation, which is proposed to be eliminated by the Downtown Specific Plan Update project.

In addition, the proposed amendment changes the Downtown Specific Plan zoning district names in the ESMC to ensure consistency with the proposed Downtown Specific Plan update.

Further, the proposed amendment creates a new parking in-lieu fee area in ESMC Chapter 15-27 to ensure consistency with the parking provisions of the proposed Downtown Specific Plan and enable the implementation of a parking in-lieu fee program in the proposed Downtown Specific Plan.

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

The proposed amendment is necessary to serve the public health, safety, and general welfare in that it consists of planning for the orderly use of the City's land resources. The proposed amendment changes the Land Use Designation of three sites from Downtown Commercial to Downtown Specific Plan to ensure consistency with the proposed Downtown Specific Plan's land use regulations.

In addition, the proposed amendment is necessary ensure consistency between ESMC Title 15 (Zoning Code) and the proposed changes to the City's Zoning Map.

Further, the proposed amendment will establish a parking in-lieu fee area for the Downtown Specific Plan area in ESMC Chapter 15-27, which is necessary to implement the parking in-lieu fee program, a component of the overall parking and mobility strategy in the proposed Downtown Specific Plan.

Finally, the potential environmental impacts generated by the proposed amendment were analyzed consistent with the requirements of the California Environmental Quality Act (CEQA). It was determined that the proposed amendment will have less than significant impacts with mitigation as analyzed in the Environmental Impact Report (EIR) for the Downtown Specific Plan update.

SECTION 8: ESMC Section 15-3-1 (Designation of Zone Names) is amended to read as follows:

15-3-1: DESIGNATION OF ZONE NAMES:

In order to classify, regulate, restrict and segregate the uses of lands and buildings, to regulate and restrict the height and bulk of buildings, to regulate the area of yards and other open spaces about buildings, and to regulate the density of population, the classes of use zones are by this title established, to be known as follows:

R-1	Single-Family Residential Zone
R-2	Two-Family Residential Zone
R-3	Multi-Family Residential Zone

~~C-RS~~	~~Downtown Commercial Zone~~
C-2	Neighborhood Commercial Zone
C-3	General Commercial Zone
CO	Corporate Office Zone
MU-N	Urban Mixed Use North Zone
MU-S	Urban Mixed Use South Zone
C-4	Commercial Center Zone
M-1	Light Industrial Zone
M-2	Heavy Industrial Zone
MDR	Medium Density Residential Overlay Zone
MMO	Multimedia Overlay District
MU-O	Mixed-Use Overlay
H-O	Housing Overlay
O-S	Open Space Zone
P	Automobile Parking Zone
P-F	Public Facilities Zone

SECTION 9: ESMC Section 15-3-2 (Specific Plan Zones) is amended to read as follows:

15-3-2: SPECIFIC PLAN ZONES:

A. In order to classify, regulate, restrict and segregate the uses of lands and buildings, to regulate and restrict the height and bulk of buildings, to regulate the area of yards and other open spaces about buildings and to regulate the density of population, the City has adopted the following specific plan areas which function as the Zoning Code for specific areas:

1. Smoky Hollow Specific Plan: There are four (4) classes of use zones intended to be used within the boundaries of the Smoky Hollow specific plan. These zones include:

SH-W - Smoky Hollow West Zoning District
SH-E - Smoky Hollow East Zoning District
P-F - Public Facilities Zoning District
P - Automobile Parking Zoning District

2. 124th Street Specific Plan: There is one zone intended to be used within the boundaries of the 124th Street specific plan. This zone is:

124th Street SP - 124th Street Specific Plan

3. Aviation Specific Plan: There is one use zone intended to be used within the boundaries of the aviation specific plan. This zone is:

ASP - Aviation Specific Plan Zone

4. Downtown Specific Plan: There are ~~six (6)~~**four** classes of use districts intended to be used within the boundaries of the downtown specific plan. These districts include:

~~MSD - Main Street District~~
~~MSTD - Main Street Transitional District~~
~~NRSD - North Richmond Street District~~
~~RSD - Richmond Street District~~
~~GAD - Grand Avenue District~~
~~WGATD - West Grand Avenue Transitional District~~

MSD – Main Street District
RSD – Richmond Street District
GAD – Grand Avenue District
CCD – Civic Center District

5. Corporate Campus Specific Plan: There is one use zone intended to be used within the boundaries of the corporate campus specific plan. This zone is:

CCSP - Corporate Campus Specific Plan Zone

6. 199 North Continental Boulevard Specific Plan: There is one zone intended to be used within the boundaries of the 199 North Continental Boulevard specific plan. This zone is:

NCBSP - 199 North Continental Boulevard Specific Plan

7. 540 East Imperial Avenue Specific Plan: There is one zone intended to be used within the boundaries of the 540 East Imperial Avenue specific plan. The zone is:

EIASP - East Imperial Avenue Specific Plan

8. 222 Kansas Street Specific Plan: There is one zone intended to be used within the boundaries of the 222 Kansas Street specific plan:

222 KSSP - 222 Kansas Street Specific Plan

9. 888 North Sepulveda Boulevard Specific Plan: There is one zone intended to be used within the boundaries of the 888 North Sepulveda Boulevard specific plan. The zone is:

888 NSBSP - 888 North Sepulveda Boulevard Specific Plan

10. El Segundo South Campus Specific Plan: There is one zone intended to be used within the boundaries of the El Segundo south campus specific plan. The zone is:

ESSCSP - El Segundo South Campus Specific Plan

11. The Lakes Specific Plan: There is one zone intended to be used within the boundaries of the Lake Specific Plan. The zone is:

TLSP - The Lakes Specific Plan

Further, the Lakes Specific Plan area is comprised of two subareas identified as PR/OS (Public Recreation/Open Space) and CR/OS (Commercial Recreation/Open Space).

C. The foregoing zones are separate zones and cannot be deemed to be more restrictive or less restrictive than any other zone, but are limited to the uses permitted in the specified zone.

~~D. Amendments to the downtown specific plan cannot occur more than once every two (2) years beginning November 15, 2005.~~

SECTION 10: ESMC Article 15-5A (Permitted Uses in Commercial Zones) is amended as follows:

ARTICLE A: PERMITTED USES IN COMMERCIAL ZONES

SECTION:

15-5A-1 Permitted Uses

15-5A-1: PERMITTED USES:

Table No. 1 below contains the uses permitted in the ~~CR-S,~~ C-2, C-3, C-4, CO, MU-N, ~~AND~~**and** MU-S zones, including uses permitted by right, accessory uses, uses subject to a**n** administrative use permit, and uses subject to a conditional use permit.

Table No. 1 – Permitted uses in commercial zones

Uses	Zones[1]						
	~~CR-S~~	C-2	C-3	C-4	CO	MU-N	MU-S
Eating and drinking establishments							
Alcohol - Off-site sale at retail establishments.	~~AUP~~	AUP	AUP	AUP	AUP	AUP	AUP
Alcohol - On site sale and consumption at bars.	~~CUP~~	CUP	CUP	CUP	CUP	CUP	CUP
Alcohol On-site sale and consumption at restaurants and hotels	~~AUP~~	AUP	AUP	AUP	AUP	AUP	AUP
Cafés	~~A~~	A	A	A	A	A	A
Drive-through restaurants			CUP[2]		CUP[2]	CUP[2]	CUP[2]
Micro-brewery with tasting room and/or dining				CUP		CUP	CUP
Outdoor dining areas, per ESMC Chapter 15-2	~~A~~	A	A	A	A	A	A
Restaurants, delicatessens, and cafés	~~P~~	P	P	P	P	P	P
General Commercial uses							
Adult-oriented businesses per ESMC Chapter 15-13							P
Animal hospitals (and veterinary services)		P	P	P			
Billiard/pool rooms and bowling alleys	~~P~~	P	P	P			
Business and consumer support services	~~P~~		P			P	P
Car rental agencies		CUP	CUP				
Catering services and flight kitchens						CUP	CUP
Farmers' market				P			
Financial institutions	~~P~~			P		P	P
Fitness centers		P	P	P[3]	P	P	P
General offices	~~P~~	P	P[4]	P	P	P	P
Indoor sale of automobiles, motorcycles, and motor scooters				P			
Massage establishments, per ESMC Chapter 4-10				CUP			CUP
Medical-dental offices	~~P~~	P	P	P	P	P	P
Medical-dental laboratories	~~A~~	A	P	A	A	P	P
Motion picture/television production facilities (indoor)[8]						P	P
Motion picture/television production facilities (outdoor)[8]						CUP	CUP
Multi-media offices			P	P	P	P	P

Uses	Zones[1]						
	~~CR-S~~	C-2	C-3	C-4	CO	MU-N	MU-S
Office worker-oriented services, not located on Pacific Coast Highway or El Segundo Boulevard					P		
Personal services	~~P~~	P	P	P		P	P
Retail sales	~~P~~	P	P	P		P	P
Service stations	~~CUP~~[6]		CUP[6]		CUP[6]	CUP[6]	CUP[6]
Group care and hospitality uses							
Bed and breakfast inns		CUP					
Daycare centers	~~P~~	P	P	P	P	P	P
Hospitals						CUP	CUP
Hotels and motels			P		CUP[5]	P	P
Industrial							
Freight forwarding	~~N~~	N	N	N	N	N	N
Light industrial uses						AUP	AUP
Research and development uses					P[7]	P[7]	P[7]
Waste material transfer and storage	~~N~~	N	N	N	N	N	N
Wholesale uses						P	P
Institutional							
Government buildings/public uses	~~P~~	P	P		P		
Museums					CUP		
Schools	~~P~~						
Miscellaneous uses							
Any use customarily incidental to a permitted use	~~A~~	A	A	A	A	A	A
Assembly halls	~~CUP~~			P		CUP	CUP
Data centers						P	P
Drive-through or walk-up services, excluding drive-through restaurants	~~A~~	A	A	A	A	A	A
Employee recreational facilities and play areas	~~A~~	A	A	A	A	A	A
Helicopter landing facilities per ESMC Section 15-2-13			CUP		CUP	CUP	CUP

Uses	Zones[1]						
	~~CR-S~~	C-2	C-3	C-4	CO	MU-N	MU-S
Open storage of commodities sold or utilized on the premises	~~A~~	A	A	A	A	A	A
Commercial Parking facilities, including park and ride lots						CUP	CUP
Parking structures and surface parking lots	~~A~~	A	A	A	A	A	A
Permitted uses conducted in a trailer, shipping container or similar structure				AUP			
Recreational facilities (public and private)		P	P	P	P	CUP	CUP
Residential uses	~~A~~	A					
Shared mobility parking facilities	~~A~~	A	A	A	A	A	A
Solar energy systems - Small and medium-scale ground-mounted	~~A~~	A	A	A	A	A	A
Solar energy systems - Roof-mounted	~~A~~	A	A	A	A	A	A
Other similar uses approved by the Director, per ESMC Chapter 15-22	~~P, A, AUP, CUP~~	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP

Notes:

1. P = Permitted use, A = Accessory use, AUP = Use subject to an administrative use permit (Per ESMC Chapters 22 and 23), CUP = Use subject to a conditional use permit (per ESMC Chapters 24 and 28), N = prohibited
2. Drive-through restaurants are permitted with a CUP only east of Pacific Coast Highway.
3. Fitness centers in the C-4 zone are only permitted indoors
4. General offices in the C-3 zone are limited to a maximum gross area of 5,000 square feet
5. Hotels in the CO zone are not permitted west of Pacific Coast highway
6. Service stations are permitted with a CUP only when located at least 500 feet from any residential zoned property. This distance restriction does not apply to properties east of Pacific Coast Highway
7. Research and development uses in commercial zones are permitted only east of Pacific Coast Highway
8. See ESMC Article 15-7B regarding the Multimedia Overlay (MMO) District and its permitted uses

SECTION 11: ESMC Article 15-5B (Downtown Commercial (C-RS) zone) is deleted.

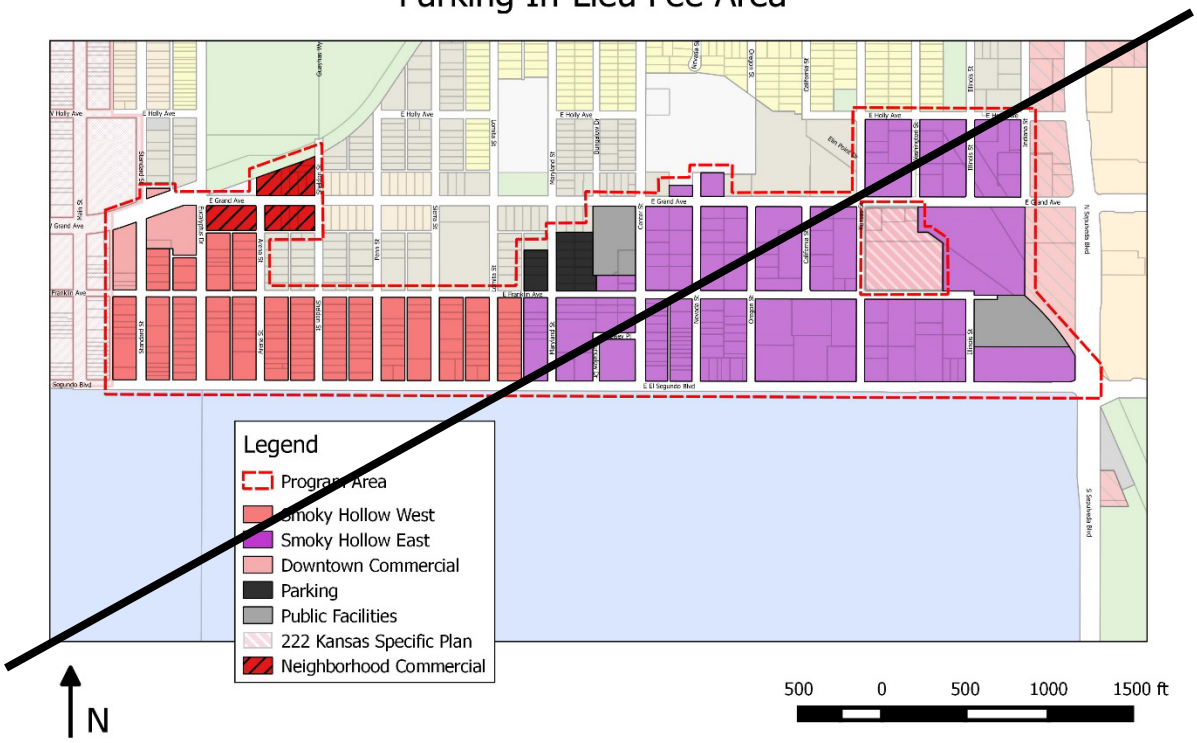
SECTION 12: ESMC Section 15-33-2 (Parking In-lieu Fee Areas) is amended as follows:

15-33-2: PARKING IN-LIEU FEE AREAS:

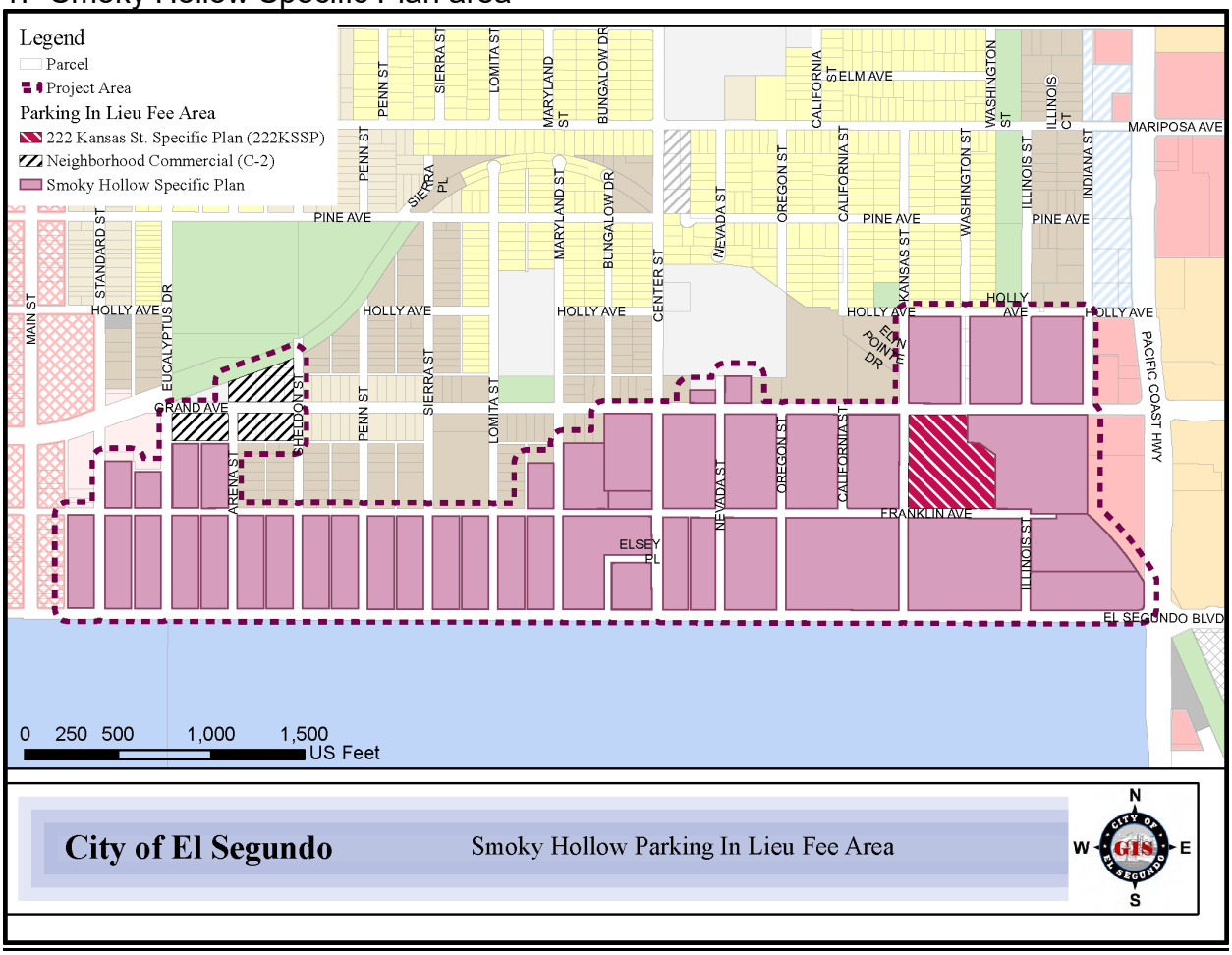
Any property owner of a property located within ~~the area enclosed by a bold dashed line on the parking in-lieu fee area map~~**a parking in-lieu fee area identified below** may pay parking in-lieu fees as established by the City Council, in lieu of providing required on-site parking spaces as outlined in section 15-15-6 of this title or applicable specific plans.

PARKING IN-LIEU FEE AREA**S**

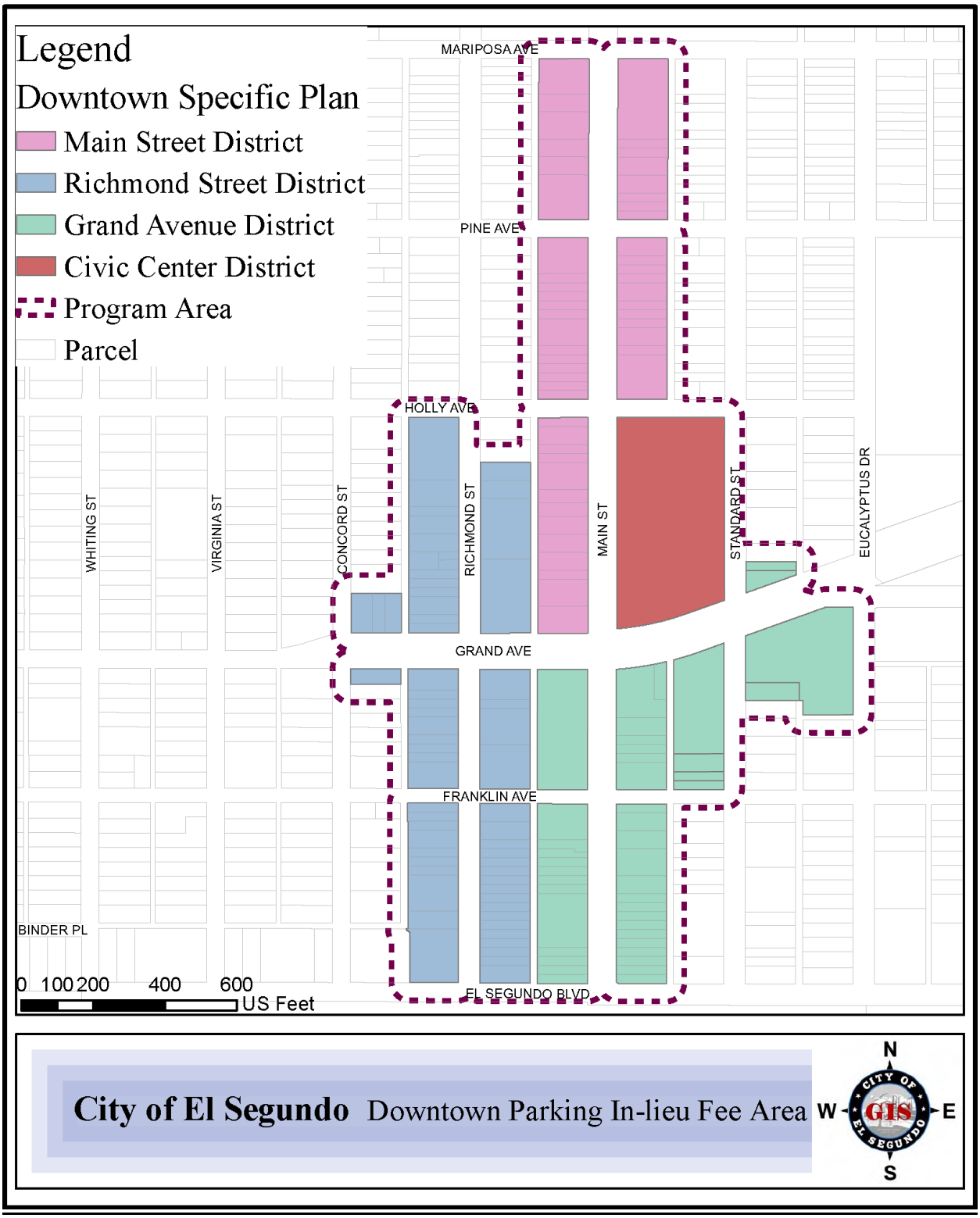
~~Parking In-Lieu Fee Area~~



1. Smoky Hollow Specific Plan area



2. Downtown Specific Plan area



SECTION 13: ESMC Section 15-33-5 (Director Approval Required) is amended to read as follows:

15-33-5: DIRECTOR APPROVAL REQUIRED:

Requests to pay parking in-lieu fees for more than ~~fifty~~**50** percent ~~(50%)~~ of the required parking spaces for a property or project as outlined in section 15-15-6 of this title or applicable specific plans must be approved by the Director at his or her discretion. The Director must consider potential impacts to the surrounding area when deciding whether to approve such a request. The Director's decision may be appealed to the Planning Commission pursuant to section ~~15-25-2~~**15-29-2** of this title.

SECTION 14: *Actions*.

A. The City Council approves Zone Change No. ZC 21-01 as set forth in Exhibit "A," which is incorporated into this Ordinance by reference.

B. The City Council approves Specific Plan Amendment No. SPA 21-01 and adopts the updated Downtown Specific Plan as set forth in Exhibit "B," which is incorporated into this Ordinance by reference.

SECTION 15: *CONSTRUCTION*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 16: *ENFORCEABILITY*. Repeal of any provision of the ESMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 17: *VALIDITY OF PREVIOUS CODE SECTIONS*. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 18: *SEVERABILITY.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 19: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and,

within fifteen (15) days after the passage and adoption of this Ordinance, cause a summary thereof to be published or posted in accordance with California law.

SECTION 20: This Ordinance shall take effect 30 days after its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2024.

_____
Drew Boyles, Mayor

APPROVED AS TO FORM:

By: _____
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ___ day of _____ 2024, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2024, and the same was so passed and adopted by the following vote:

AYES:

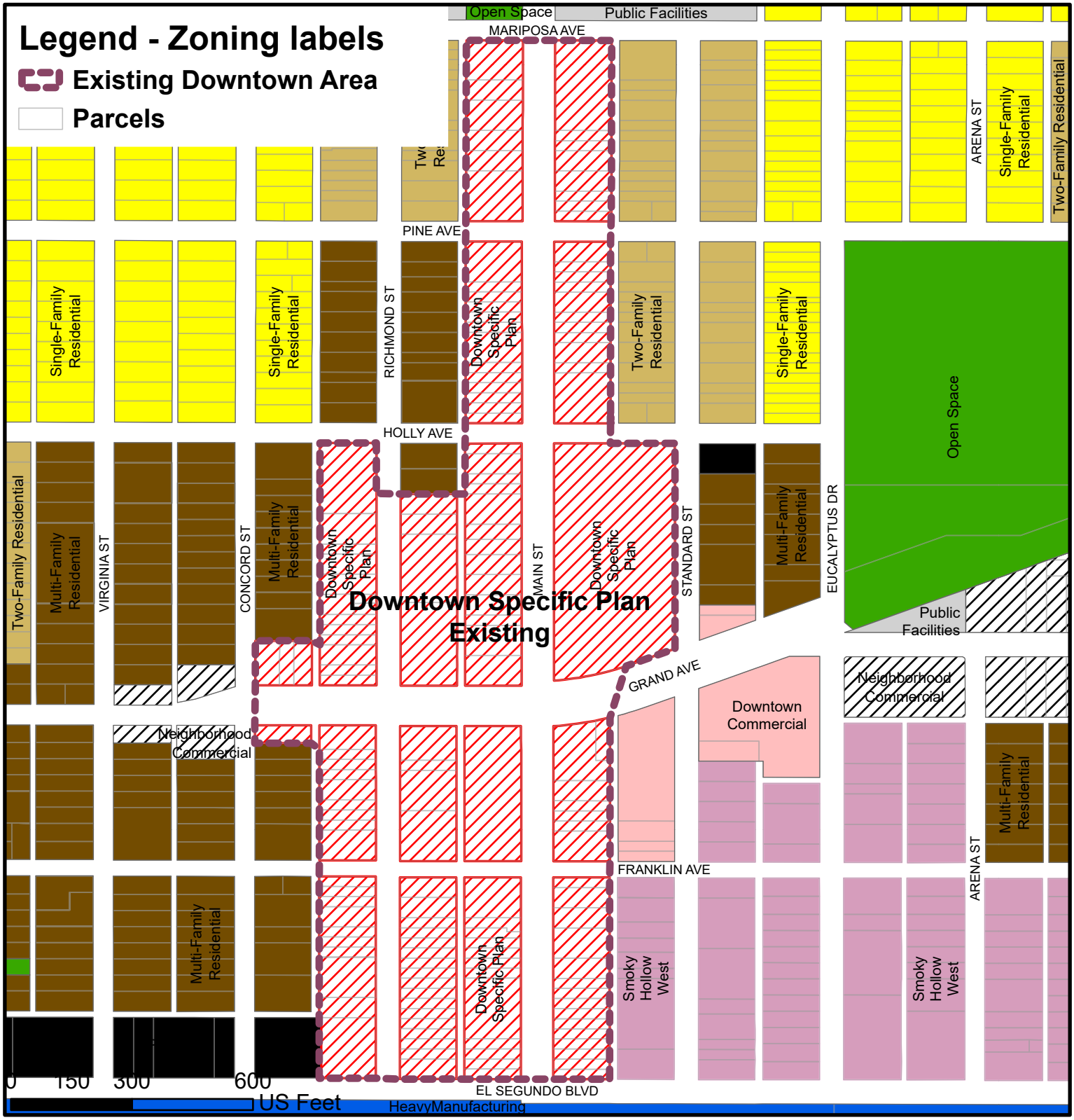
NOES:

ABSENT:

ABSTAIN:

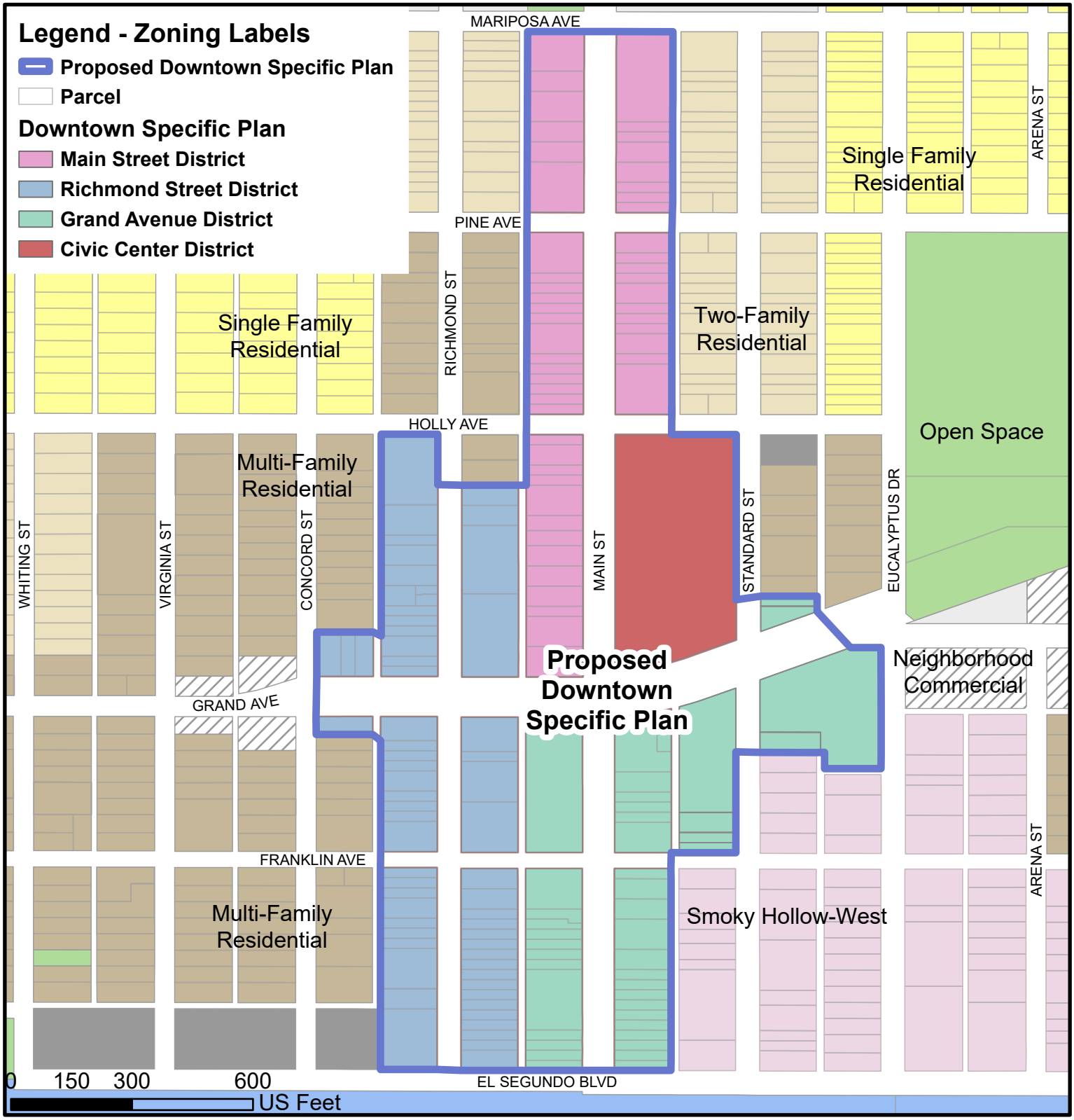
_____
Tracy Weaver, City Clerk

Downtown El Segundo EXHIBIT "A"



City of El Segundo Existing Zoning

Downtown El Segundo



City of El Segundo Proposed Zoning

N W E S



El Segundo

Downtown Specific Plan

Adopted **May 2024**



Acknowledgments

CITY COUNCIL

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Christ Pimentel, Mayor Pro Tem
Carol Pirsztuk, Councilmember
Ryan Baldino, Councilmember
Lance Giroux, Councilmember

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Michelle Keldorf, Chair
Jay Hoeschler, Vice-Chair
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Teresa Grimes

ADOPTED BY

Resolution Number 5477 & Ordinance Number 1661
May 2024


PATIO

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1 Introduction and Vision



CHAPTER 1: INTRODUCTION AND VISION

A. Introduction

1. Purpose and Intent

The purpose of the Specific Plan is to establish a vision for future development and revitalization, beautification, improved mobility, streetscape, and pedestrian improvements to better serve residents and visitors alike. It envisions the continuation and expansion of the existing neighborhood serving commercial and residential uses, in an enhanced environment, while maintaining the "small-town" atmosphere. The Specific Plan carries forward the community's goals and vision for Downtown El Segundo.



The Specific Plan envisions enhancements and beautification improvements that will revitalize the streetscape, public plazas, and pedestrian environment while maintaining the existing "small-town" charm and atmosphere.

a. What is a Specific Plan?

In the State of California, a specific plan is one of the many tools for implementing the goals and of a General Plan. Specific plans implement a city or county's general plan through the development of policies, programs, and regulations for a localized area and in greater detail. Specific plans are put in place to regulate distinct character areas that cannot be regulated through general ordinance or city-wide zoning. A specific plan establishes a link between implementing policies of the General Plan and the individual development proposals in a defined area within the City.

The Downtown Specific Plan is a document designed to implement the goals and policies of the El Segundo General Plan to implement the City's long-term vision for the Downtown. As its primary purpose, a Specific Plan provides mechanisms to target implementation measures toward a specific planning area while preserving and enhancing areas of historical or architectural significance. A Specific Plan provides a customized regulatory framework that contains detailed development standards and regulations, distribution of land uses, infrastructure requirements, and implementation measures for the development of a specific geographic area. Civic-oriented, pedestrian-oriented, and mixed-use development (housing over commercial) may be included as part of a Specific Plan.

The Specific Plan is similar in nature to the Municipal Code because it deals with implementation using development regulations. Unlike the citywide Municipal Code, Specific Plans are targeted to specific planning areas. This allows for both greater flexibility and more specificity to focus regulations and standards to achieve specific strategies and Specific Plans take precedence over the Municipal Code regulations. The Specific Plan provisions provide a greater level of assurance to prospective developers and the development community relative to the City's long-term goals for a specific geographic area. Where a provision in this Specific Plan does not address a specific condition or situation that arises, the provisions set forth in the Municipal Code shall apply. In the event of a conflict between these provisions and the provisions of the Municipal Code, the provisions set forth in the Downtown Specific Plan shall govern.

This Specific Plan governs all land within the plan boundary. Private property is governed by land use requirements and developments standards contained within Chapter 2 and the public realm and infrastructure improvements are regulated by other chapters. The land uses, development standards and regulations are important aspects of a Specific Plan since they implement the goals and policies of the General Plan. Actual development proposals, building placement, and design will come through private investment following the adoption of the Specific Plan.

b. Specific Plan Area Overview

Location

The Specific Plan area is approximately 43.8 acres in size and is in the northwest quadrant of the City of El Segundo, which is approximately 20 miles southwest from downtown Los Angeles (see Figure 1.1 Regional Setting). Downtown El Segundo is located southwest of the interchange of the Interstate 405 Freeway (I-405) and State Route 90 (Imperial Highway), west of Pacific Coast Highway and north of El Segundo Boulevard. The Interstate 105 Freeway (I-105) is north of the Specific Plan area, immediately north of the Imperial Highway. It is bounded by Mariposa Avenue to the north and El Segundo Boulevard to the south. The Los Angeles International Airport (LAX) is located to the north; the Los Angeles County community of Del Aire and the City of Hawthorne are located to the east; the City of Manhattan Beach is located to the south; and the Hyperion Sewage Treatment Plant, Dockweiler Beach, and Pacific Ocean are located to the west.



Figure 1.1 ***Regional Setting***

Existing Characteristics and Context

The Downtown remains a small, distinct area within El Segundo and most of the Specific Plan area includes a range of neighborhood service commercial uses including retail, restaurants, offices, and banks; and there are some existing civic uses and residential units. Existing development within the Specific Plan area ranges from one- to three-story buildings, with many buildings located along or near the front property line at one to two-story heights and a few three-story buildings. The Specific Plan area is generally gently sloping with some steeper topography along portions Main Street and the Marketplace Alley.

The Specific Plan area is divided by two principal streets running in a north-south orientation, Main Street and Richmond Street, and contains portions of lesser traveled Standard Street and Concord Street (see Figure 1.2 Project Location). Two major streets cross in an east-west orientation, Grand Avenue and El Segundo Boulevard, as do sections of four smaller streets: Franklin Avenue, Holly Avenue, Pine Avenue, and Mariposa Avenue. Main Street, Grand Avenue, and El Segundo Boulevard each connect to major, regional arterials or freeways. Main Street runs between El Segundo Boulevard and Imperial Highway, which borders Los Angeles International Airport. El Segundo Boulevard, on the southern boundary of the Specific Plan area, connects to the I-405 Freeway and to Pacific Coast Highway. Grand Avenue links to Pacific Coast Highway to the east and the coastline to the west.

Surrounding Land Uses

The land uses surrounding the Specific Plan area are generally residential in nature, ranging from one to three stories in height in a fully developed urban environment.

North

The El Segundo High School campus, El Segundo Public Library, and Library Park are located just north of the Specific Plan area on Main Street. The neighborhoods surrounding these civic uses are comprised mainly of single-family dwellings, duplexes, and apartment complexes.

West

An area zoned Neighborhood Commercial (C-2) is located just west of the Specific Plan area. Less than a mile from the western edge of the Specific Plan is the Pacific Ocean coastline. Both Dockweiler Beach and El Segundo Beach are primarily accessed via Grand Avenue, which runs east-west through the city. The neighborhoods between Downtown El Segundo and the coast are comprised mainly of single-family dwellings, duplexes, and apartment complexes.

South

South of El Segundo Boulevard is the Chevron Refinery, which is zoned Heavy Industrial (M-2) and covers over 1,000 acres of land.

East

The neighborhoods to the east of the Specific Plan area are comprised of a mix of single-family dwellings, duplexes, and apartment complexes. The areas south and east of the Specific Plan area contain the Smoky Hollow Specific Plan which are developed with light industrial, and office uses. El Segundo Recreation Park, located along Pine Avenue and Eucalyptus Drive, provides recreational facilities for a range of sports, including softball, roller hockey, tennis, and basketball.

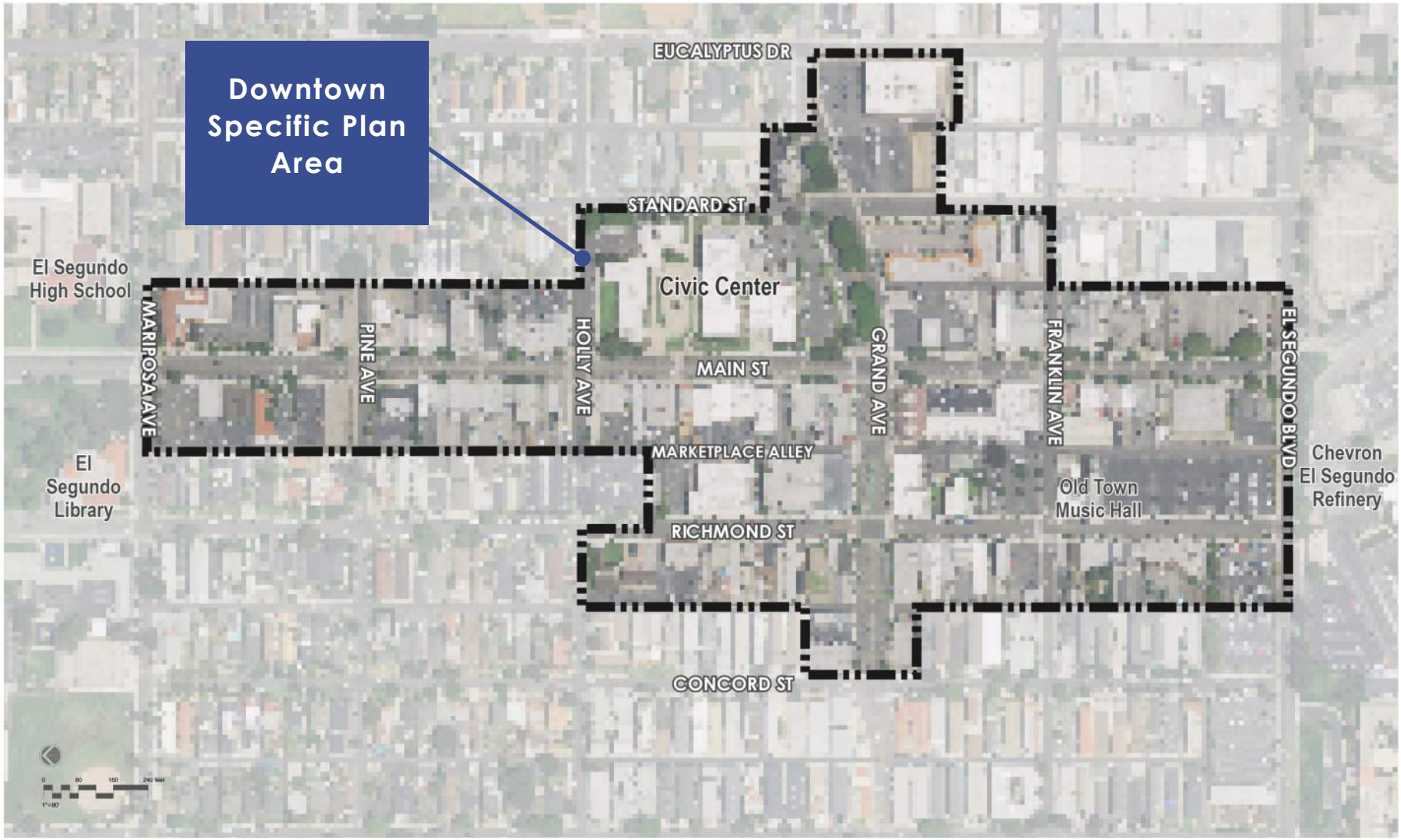


Figure 1.2 ***Project Location***

B. Relationship to Other Planning Documents

This section briefly discusses key documents and policies considered in the formulation of the Specific Plan.

El Segundo Downtown Specific Plan (2000)

This Specific Plan is an update to the Downtown Specific Plan which was adopted in 2000 with a 10-year vision. 20 years have passed, and the City is looking to confirm and enhance the vision for Downtown El Segundo. The City of El Segundo identified the need to update the current Specific Plan to create a desired balance of uses within the Downtown to reach its optimal potential while enhancing the small-town charm and quality environment that the residents currently enjoy.

The district boundaries within the 2000 Specific Plan were analyzed and refined based upon existing community values, expected market demand, and shared characteristics, including the vision of range of allowable uses and development standards to support the desired future condition of the districts. The 2000 Specific Plan area was previously divided into six districts and this Specific Plan has adjusted the Specific Plan area into four distinct districts. This Specific Plan updates the goals and objectives of the existing Plan and is based on an approximate 20-year outlook for development and growth in Downtown El Segundo.

El Segundo General Plan

The General Plan is the City's guiding document for decision making and it outlines the City's visions and policies. The Downtown Specific Plan is generally consistent with the General Plan and provides for more precise implementation of goals, objectives, and policies outlined within the General Plan. Highlights of how the Specific Plan furthers General Plan goals are provided below. Please refer to Appendix A for additional information.

- **Economic Development Element**: The Specific Plan strives to preserve and improve the business environment, stabilize the economic viability of the Downtown, enhance the appearance of Downtown, and enhance the pedestrian environment while providing the opportunity for a mix of commercial services.
- **Land Use Element**: The Specific Plan provides for a range of uses that will maintain the "small town" atmosphere, complement the Downtown's historic context, create a sense of place, and encourage landscaping and entry statements.
- **Circulation Element:** The Specific Plan proposes streetscape beautification elements and an improved circulation system in the Downtown which are safe, convenient, and cost effective and can effectively accommodate the mobility needs of bicycles, vehicles, and pedestrians.

- **Housing Element:** The Specific Plan allows for a variety of housing types and uses and establishes standards and policies for residential development.
- **Open Space and Recreation Element:** The Specific Plan addresses the Open Space and Recreation Element objectives and policies related to the development of open space and gathering space and landscaping policies. The Specific Plan provides for the development of open space areas such as plazas and courtyards that activate the Downtown.
- **Conservation Element**: The Specific Plan enhances the quality of the urban landscape of the Downtown, particularly the characteristics and qualities identified by the community as being valued and designates landscaping features for the El Segundo Blue Butterfly.
- **Noise Element:** The Specific Plan requires that the current noise regulations of the Municipal Code be adhered to which address and mitigate potential noise conflicts.

El Segundo Municipal Code

The City of El Segundo's Municipal Code is the main regulatory document that provides specific development regulations that are applicable to individual neighborhoods, districts, and corridors to ensure they are consistent with the General Plan.





The Specific Plan provides for plazas and courtyards that will energize and activate Downtown El Segundo

C. Document Organization

This Specific Plan is organized into seven chapters that discuss public improvements and streetscape guidelines, private urban form criteria, permitted land uses, development standards, mobility and infrastructure improvements, an implementation plan, and administration processes. The following describes the contents in more detail:

Chapter 1: Introduction and Vision

The introduction discusses the purpose and organization of this document and the Specific Plan area boundary. This section describes the community's vision for the Specific Plan area, informed by the community engagement process and public hearings. In addition, the Specific Plan's relationship to the City's General Plan and other pertinent City documents and policies are discussed in this chapter.

Chapter 2: Private Realm – Land Use and Development Standards

The Specific Plan uses a district-based approach to govern land uses and development standards. This chapter sets forth general provisions for development within the Specific Plan area and details the permitted land uses and development standards which are customized for each district. The regulations within this chapter will guide growth and development in the Specific Plan area to accommodate a desired mix of uses with guidelines and standards included to create a development form and composition that supports a vibrant, active Downtown shopping district and neighborhood.

Chapter 3: Public Realm – Multimodal Mobility

This chapter provides direction for public mobility improvements for the entire Specific Plan area. Topics include mobility improvements for all modes of travel to promote an efficient and clear path of travel providing connectivity to and within the Specific Plan area and includes recommendations for parking improvements.

Chapter 4: Public Realm – Placemaking and Beautification

This chapter provides direction for public placemaking and beautification improvements for the entire Specific Plan area. Topics include public plazas and gathering areas, street furnishings, landscape concepts, and gateway signage.

Chapter 5: Infrastructure and Public Facilities

This chapter addresses essential infrastructure requirements for future development within the Specific Plan area, including water, sewer, stormwater, solid waste, dry utilities, schools, police, fire, parks, and other public services.

Chapter 6: Implementation

This chapter provides implementation strategies and direction for achieving the goals set forth within the Specific Plan. It identifies key future implementation programs and improvements, as well as priority, phasing, and primary responsible parties for each.

Chapter 7: Administration

This section describes the authority of the Specific Plan, project review procedures, and the administrative procedures required for amendments and/or modifications to the Specific Plan.

D. Vision

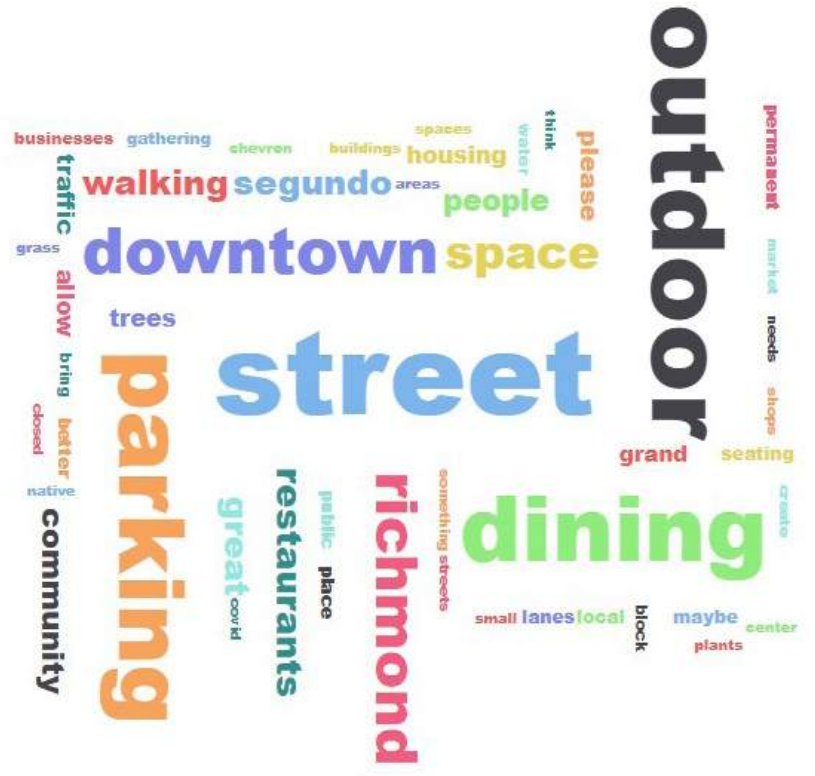
Community engagement and analysis of Specific Plan area informed the development of key planning principles and provided the foundation for the Specific Plan.

1. Community Engagement Process

The Specific Plan community outreach effort to discuss goals and objectives, the vision, opportunities and constraints, and important issues in the Downtown and included meetings with citizens, business owners, Rotary Club members, and interested stakeholders.

- ***Social Pinpoint*:** A Social Pinpoint website was created to obtain community input about the Specific Plan area and was open for comments from June 1 to July 18, 2022. The site included an interactive mapping activity which received 237 comments, and a written questionnaire which received 130 responses. The mapping activity allowed the community to "like" or "dislike" a comment to inform consensus.

- **Community Workshop:** A Community Workshop was held on June 28, 2022, to provide an overview of the Specific Plan project and process to date and presented a summary of the existing conditions within the Specific Plan area. The workshop included an interactive Slido polling feature that allowed the community to immediately see the voting results on the screen, and optional breakout rooms were provided for additional discussion.



A word cloud from the Social PinPoint mapping activity.
The larger the word is shown, the more times it was listed by the community.



Flyer from the Planning Commission Study Session

- ***Planning Commission Study Session:*** A public Planning Commission Study Session was held on November 10, 2022 to discuss Specific Plan progress and key concepts. RRM Design Group presented the community outreach results, market demand highlights, proposed Specific Plan districts, Downtown gateway signage concepts, existing parking analysis, parking management strategies and potential future parking structure locations, and the reviewed the Opportunities Map. To receive early decision-maker input, two alternatives were presented for the Civic Center District, and streetscape enhancements were reviewed with road section options for Grand Avenue, Main Street and Richmond Street.

  The progress was well received, and the meeting concluded without any recommendations for refinements to the proposed Specific Plan districts or gateway signage concepts. There was a preference for the Central Green option at the Civic Center District and requests to include habitat areas for the El Segundo Blue Butterfly. Chapter 2, Section G, Civic Center District reflects these recommendations.

  There was support for reducing travel lanes and providing traffic calming and wider sidewalks for outdoor dining in the Downtown. The Planning Commission asked to consider narrower bike lanes to allow for more pedestrian spaces and requested that parking not be adversely affected by the bike alternatives. The roadway sections shown in Chapter 3, Section E, Vehicular Circulation, reflect these recommendations. The Planning Commission recommended a phased implementation of the Downtown Specific Plan improvements. Chapter 6, Implementation discusses the potential funding sources/mechanisms for implementation.

2. Vision and Planning Principles

The following Downtown Specific Plan vision and planning principles were formulated through extensive community engagement, review of City policies, and analysis of established conditions. The planning principles, policies and standards included in this Specific Plan will collectively implement this shared vision.

VISION

Downtown is the heart of El Segundo, and its vibrant energy will continue to provide an attractive and accessible destination for families of all ages and incomes to stay, play, and relax. The vision of this Specific Plan is to create an economically prosperous Downtown with a mix of uses and entertainment options and cohesive elements that tie the community together. The Specific Plan's goal is to create a balance of uses within the Downtown to reach its optimal potential and will provide direction for streetscape beautification, outdoor gathering spaces, improved mobility, and other enhancements that will establish a unique and inviting environment that highlights its historical and cultural roots to enrich this community destination.





The Specific Plan will provide direction for outdoor gathering spaces and streetscape beautification and will establish a unique and inviting Downtown environment

PLANNING PRINCIPLES

Crafted from community input, the following planning principles shape the guidelines and standards contained in the Specific Plan.

Private Realm –
Land Use and Development Standards
(refer to Chapter 2)

- ***Heart of El Segundo*** – Embrace the unique small-town "village" character, pedestrian friendly environment, and historic charm of Downtown and enhance its identity to reflect local interests.
- ***Economic Revitalization*** – Attract investment and increase the economic vitality of Downtown to foster an active center serving residents, visitors, and local workers.
- ***Outdoor Dining*** – Create aesthetically pleasing and functional outdoor dining opportunities.
- ***Residential Opportunities*** – Promote a range of housing options with opportunities for all incomes.

Public Realm –
Multimodal Mobility
(refer to Chapter 3)

- ***Expanded Mobility*** – Support enhanced and efficient mobility opportunities for walking, driving, bicycling, and transit.
- ***Pedestrians and Bicycles*** – Improve walkability and the pedestrian environment and encourage bicycle use with additional bicycle improvements and amenities.
- ***Improved Public Parking*** – Develop a comprehensive parking plan with increased parking wayfinding signage and facilitate innovative methods for parking such as shared parking agreements.

Public Realm –
Placemaking and Beautification
(refer to Chapter 4)

- ***Designate the Core*** – Enhance the entrances and gateways into Downtown and develop the Civic Center Plaza as a focal point for the community with activities for all ages.
- ***Entertainment and Arts*** – Provide attractive multi-use public spaces enhanced with public art for events, entertainment, socializing, and playing.
- ***Streetscape Beautification*** – Ensure an enjoyable, comfortable, and beautified public realm with high-quality amenities and additional shaded seating and gathering areas.



2 Private Realm - Land Use and Development Standards

CHAPTER 2: PRIVATE REALM - LAND USE AND DEVELOPMENT STANDARDS

A. Introduction

The private realm includes all privately owned property in the Downtown Specific Plan area. This chapter provides direction for development through regulatory tools and guidelines established to shape the design character envisioned by the community. Permitted land uses and development standards are regulatory tools that guide new development as well as the re-use of existing buildings. They apply to building additions, exterior remodels, relocations, or new construction requiring a building permit within the Downtown Specific Plan area.

The land use and development standards presented in this chapter will help guide change toward achieving the overall Downtown vision and will provide direction for the types of uses that should occur, and how these uses will be allowed to develop in each area of the Downtown. They are also designed to reinforce the Planning Principles established within Chapter 1 of this document.

Planning Principles Related to Private Realm – Land Use and Development Standards:

- ☑ ***Heart of El Segundo –*** Embrace the unique small-town "village" character, pedestrian friendly environment, and historic charm of Downtown and enhance its identity to reflect local interests.
- ☑ ***Economic Revitalization –*** Attract investment and increase the economic vitality of Downtown to foster an active center serving residents, visitors, and local workers.
- ☑ ***Outdoor Dining –*** Create aesthetically pleasing and functional outdoor dining opportunities.
- ☑ ***Residential Opportunities –*** Promote a range of housing options with opportunities for all incomes.

B. District Based Approach

This Specific Plan utilized a mixed-use zoning approach to re-invigorate the Downtown as a focal point of activity, as advocated by the General Plan, and to meet the goals envisioned by the community to develop an inviting and pedestrian-friendly realm. In contrast to the single-use zoning based on land use type, this Specific Plan is based on geographic areas called planning districts and each district has a distinctive vision and a customized range of uses and development standards that support the preferred future vision for the Downtown. The district-based approach allows a "mixed-use" zoning approach where the desired activities and building forms dictate what happens where and what development looks like.

C. Using This Chapter

Before new development occurs, this chapter must be reviewed to determine which district the property is located within and whether the proposed land use is allowed. Once it is determined that a land use is allowed, refer to the specific district development standards based upon your property location. Projects within the Downtown Specific Plan must also comply with the applicable requirements of the ESMC.

1. El Segundo Downtown Districts

The District boundaries were determined based upon shared characteristics including land use commonalities, parcel size, proximity to community-wide destinations, and redevelopment potential. A hybrid approach to zoning is used which combines form-based development standards with a selection of compatible uses that have been tailored for each Specific Plan District (see Figure 2.1, Downtown Specific Plan District Map).

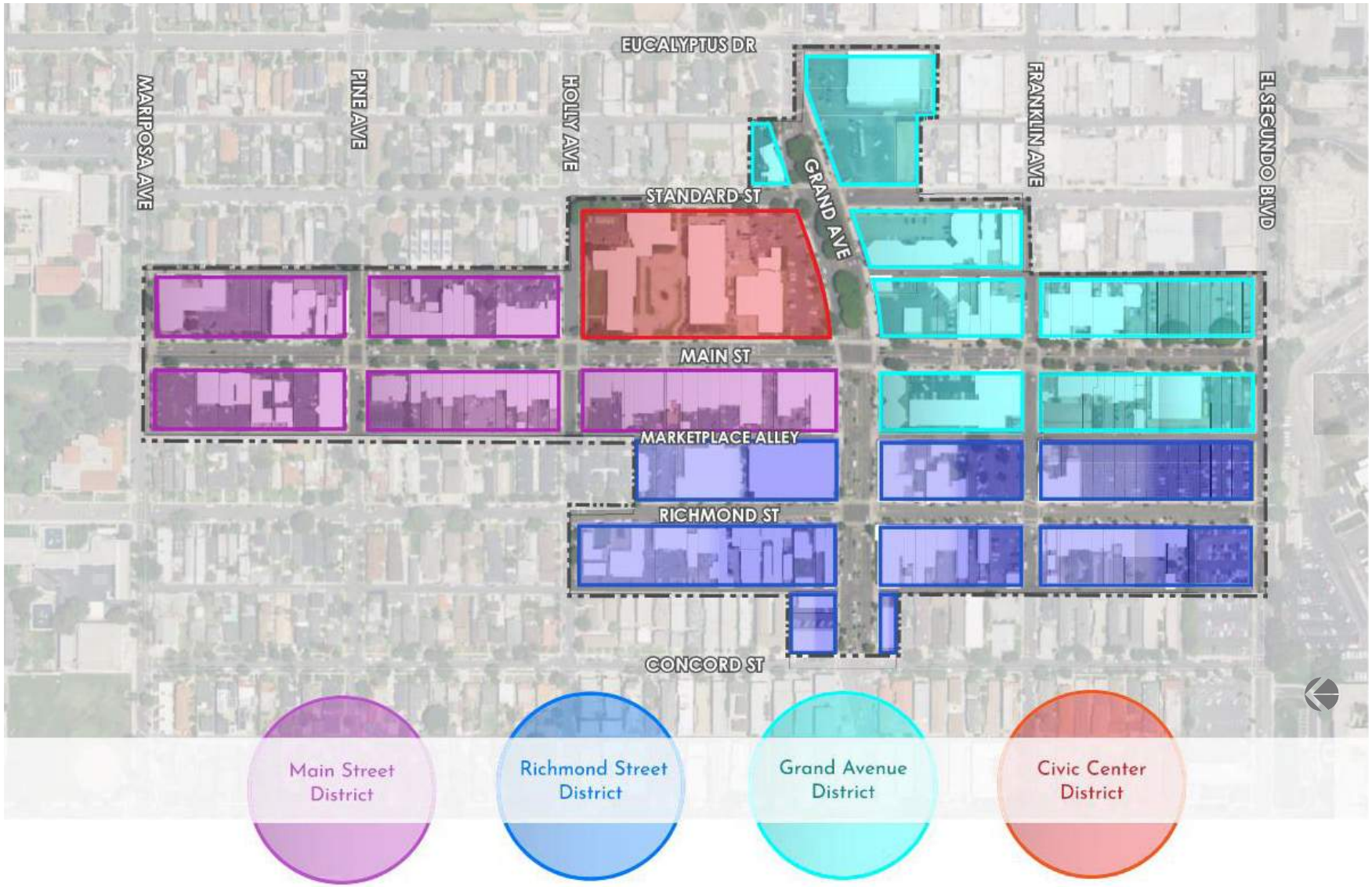


Figure 2.1 ***Downtown Specific Plan District Map***

2. Land Use Regulations

Land Uses are selected to encourage reinvestment and revitalization of each Downtown District consistent with its vision and in support of the planning principles that guide Specific Plan. Each District contains a list of Permitted Uses as well as others that may be subject to special conditions regarding the location, operation, design, or special permitting requirements. Following an application submittal, the Director of Community Development or his or her designee shall make a determination as to whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use. Any use not specifically listed in Table 2-1, Permitted Land Use Table, shall be interpreted as not allowed in the Downtown Specific Plan area, except where deemed permissible per Chapter 7, Section D.4, Allowable Land Uses. Refer to Chapter 7 for a list of projects that might require Design Review approval.

- *A Permitted Use (P)* is allowed without discretionary approval and subject to all applicable provisions of this Specific Plan.
- *An Administrative Use Permit (AUP)* requires discretionary approval authorized by the Director of Community Development and subject to the requirements outlined in ESMC Chapter 22, Section 15-22-3.
- **A Conditional Permitted Use (CUP)** requires discretionary approval in the form of a Conditional Use Permit authorized by the Planning Commission and subject to the requirements outlined in ESMC Chapter 23, Section 15-23-2.
- *An Accessory Use (A)* refers to a use that is incidental and subordinate to a primary use of the land or building and located on the same lot with the primary use or building, as outlined in ESMC Chapter 23, Section 15-10-3.
- *Prohibited Uses (—)* are specifically not allowed in a particular zoning district.
- *Uses only permitted above or behind primary street ground floor uses* are allowed in these areas.
- Primary uses not listed in Table 2-1 are not permitted unless determined to be substantially similar to a listed use by the Director. Where a proposed land use is not listed, but is largely similar to one of the listed uses, the process set forth in the ESMC Chapter 15-22 shall apply.
- All existing nonconforming uses that are listed as prohibited in this chapter shall be subject to the provisions outlined in ESMC Chapter 15-21.
- Use definitions are contained within ESMC Section 15-1-6 and Appendix B of this Specific Plan.

Table 2-1: Permitted Use Table

P= Permitted Use
A= Accessory Use
AUP = Administrative Use Permit
CUP = Conditional Use Permit
(--)= Prohibited Use
(1) = Uses only permitted above or behind primary street ground floor uses

LAND USES	DISTRICTS			
	Main Street District	Richmond Street District	Grand Avenue District	Civic Center District
Alcohol Sales, Off-Site	AUP	AUP	AUP	AUP
Alcohol Sales, On-Site without Food Service (Bars)	AUP	AUP	AUP	AUP
Alcohol Sales, On-Site with Food Service	P	AUP	AUP	AUP
Artistic or Cultural Sevices	P	P	AUP	P
Assembly Halls	--	CUP	--	P
Bed and Breakfast Inn	P	P	--	--
Brewery and Alcohol Production (including on-site consumption or restaurant)	--	AUP	AUP	--
Commercial, Financial Institutions	P (1)	P	P	--
Commercial, Retail Sales	P	P	P	P
Commercial, Retail Services	P	P	P	P
Daycare Centers	P (1)	P (1)	CUP	CUP
Dwelling, Multiple-Family	P (1)	P	P	--
Dwelling, Senior Citizen Housing	--	P	P	--
Entertainment (Live) [a]	A	A	A	A

a. Entertainment Facilities are subject to an Entertainment Permit pursuant to ESMC Chapter 4-8.

(Continued on next page)

Table 2-1: Permitted Use Table (Continued)

P= Permitted Use
A= Accessory Use
AUP = Administrative Use Permit
CUP = Conditional Use Permit
(--)= Prohibited Use
(1) = Uses only permitted above or behind primary street ground floor uses

LAND USES	DISTRICTS			
	Main Street District	Richmond Street District	Grand Avenue District	Civic Center District
Fitness Center[b]	P	P (1)	P	--
Hotel	--	--	P	--
Live/ Work	P (1)	P	P	--
Movie Theater and Entertainment Facilities[a]	P	P	--	--
Museum	P	P	P	P
Dance/ Nightclubs [e]	--	--	CUP	--
Offices, General	P (1)	P	P	--
Office, Medical-Dental	P (1)	P (1)	P	--
Outdoor Dining (Subject to design review and compliance with Chapter 2, Section H.8 of this Specific Plan and El Segundo Municipal Code §15-2-16, Outdoor Dining Areas)	P	P	P	P

Note: General Offices, Medical-Dental Offices, and other uses permitted elsewhere in the Downtown Specific Plan may be allowed as primary street ground floor uses subject to approval of an Administrative Use Permit (AUP) pursuant to Chapter 7, Section D (Allowable Land Uses) of this Specific Plan.

a. Entertainment Facilities are subject to an Entertainment Permit pursuant to ESMC Chapter 4-8.

b. Fitness Centers may not exceed 5,000 s.f. of gross floor area.

e. Dance/Nightclubs are subject to the following requirements:

i. Dance/Nightclubs may not exceed 4,000 s.f. of gross floor area.

ii. Dance floors may not exceed 500 s.f.

iii. Interior noise levels may not exceed 90 dBA.

iv. Exterior customer queueing may not extend beyond the business frontage and must maintain a clear pedestrian passage along the public sidewalk.

v. Dance/Nightclubs are subject to an Entertainment Permit pursuant to ESMC Chapter 4-8.

(Continued on next page)

Table 2-1: Permitted Use Table

P= Permitted Use
A= Accessory Use
AUP = Administrative Use Permit
CUP = Conditional Use Permit
(--)= Prohibited Use
(1) = Uses only permitted above or behind primary street ground floor uses

LAND USES	DISTRICTS			
	Main Street District	Richmond Street District	Grand Avenue District	Civic Center District
Parklets[c]	P	P	P	P
Public Facilities	--	--	--	P
Recreational Facilities (excluding outdoor uses) [d]	P	P	P	--
Restaurant, Food To Go	P	P	P	AUP
Restaurant, Full Service	P	P	P	P
Studio/Sound Stages and Support Facilities	--	P (1)	--	--
Temporary Outdoor Retail Sales Events	P	P	P	P
Theater	P (1)	P	--	P
Underground Parking Facilities and Parking Structures	P (1)	P	P	P
OTHER				
Any use customarily incidental to a permitted use	A	A	A	A
Other similar uses approved by the Director of Community Development, as provided by Chapter 22 (Title 15 Zoning Regulations)	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP

c. Parklets are permitted, subject to an adopted El Segundo Parklet's Program. Refer to Chapter 6 for additional information.

d. Recreational Facilities shall consist of indoor recreational facilities only, and may not exceed 5,000 s.f. of gross floor area.



Development standards provide site planning and building requirements such as building placement, maximum heights, setbacks, and the relationship to street and sidewalk

3. Development Standards

Development standards constitute the constraints for a project's building envelope in which new construction or a structural remodel is permitted. They provide site planning and building requirements such as building placement, maximum heights, setbacks, relationship to street and sidewalk and required parking to improve the overall aesthetic appearance and to serve as an incentive for private reinvestment in Downtown.

This document is a regulatory document adopted by ordinance. In any instance where the Specific Plan conflicts with the requirement of the ESMC, the Specific Plan provisions will take precedence. Where the Specific Plan is silent on a topic, the ESMC requirements remain in force. The following sections of the ESMC should be consulted, but is not a comprehensive list:

- 15-2-3 Exceptions to Building Heights
- 15-2-4 Height restrictions for walls and fences
- 15-2-9 Screening
- 15-2-10 Temporary Buildings
- Chapter 18: Signs

D. Main Street District

1. Introduction

The Main Street District is considered the Downtown core or "heart". Its focus is to serve residents, local employees, and visitors within the most pedestrian oriented environment – narrow street width and wide sidewalks, high volume pedestrian-oriented uses at the ground floor, and building design that emulates a historic building pattern. The district runs north-south along Main Street (Main Street 300-500 blocks) between Grand Avenue and Mariposa Avenue and is bounded by the alleys to the east and west (see Figure 2.2, Main Street District Map). The district contains a wide variety of commercial uses and abuts Multi-Family Residential (R-2 and R-3) uses to the east and west across the adjacent alleyways.

The Main Street District will:

- Promote pedestrian-oriented enhanced streetscapes with buildings oriented toward the street with minimized pedestrian and vehicle conflicts, wide sidewalks to allow for outdoor dining, gathering areas, and additional pedestrian amenities.
- Site design standards minimize curb cuts along the street frontage and streetscape policies promote additional pedestrian-oriented enhancements such as street lighting and places to sit and rest while enjoying the shade from the lush tree canopy.
- Provide for a variety of uses including retail sales and restaurants at the street edge with office and residential units permitted above and behind the ground floor Main Street frontage.
- Incorporate standards that maintain and enhance the historic Downtown character with lower building heights along the Main Street frontage, additional building form and articulation criteria to emulate typical twenty-five foot lot widths, additional transparency requirements on the ground floor to enhance the pedestrian experience, and buildings located at the street edge with parking located behind the building and accessed from the alley.



Figure 2.2 ***Main Street District Map***

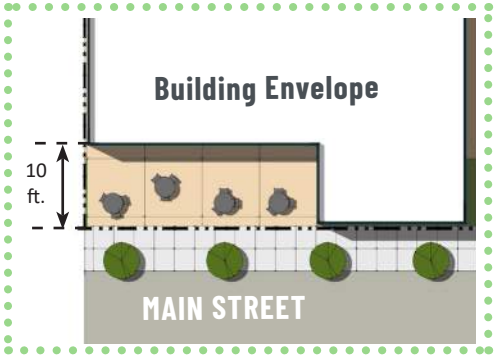
2. Site Development Standards

Intentional site planning and design ensures a pedestrian oriented traditional downtown environment. The following standards support the vision for the Main Street District.



BUILDING PLACEMENT INTERPRETATION 2-2A:

Buildings shall be located and oriented toward Main Street



BUILDING SETBACK INTERPRETATION 2-2B:

Ten foot maximum setback is permitted for front/ street adjacent yards if pedestrian-oriented plazas or outdoor dining is provided in the setback

Table 2-2: Main Street Site Development Standards

Building Placement and Orientation (refer to Interpretation 2-2A)	1. The building frontage must be oriented toward Main Street. 2. Required on-site parking shall not be located between the building and the Main Street property line.
Lot Area	5,000 square feet minimum.
Lot Width	Twenty-five feet minimum for new lots.
Setbacks	
Front/Street Adjacent Yard (refer to Interpretation 2-2B)	1. Zero setback at ground floor maximum. 2. Ten feet maximum permitted for pedestrian-oriented plazas or outdoor dining, subject to design review.
Side Yard	None required.
Rear Yard	None required.
Density and FAR	No limit.
Minimum Unit Size	250 square feet.

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Table 2-2: Main Street Site Development Standards (Continued)	
Parking Location	1. Alley access required. 2. Parking shall be provided in the rear of the site, or off-site via in-lieu fee or shared parking agreement per ESMC.
Parking Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines, Parking.
Residential Private Open Space Per Unit	Fifty square-feet.
Residential Common Open Space Per Unit	Twenty-five square-feet designed as an active or passive common space amenity. Rooftop decks may satisfy this requirement.
Residential Recreation Facility Per Unit	None required.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.







Common open space with active or passive pedestrian amenities shall be provided

3. Building Development Standards

Building form and massing support the desired character and use of an area. The pedestrian experience and aesthetic quality of a building is defined by these standards.

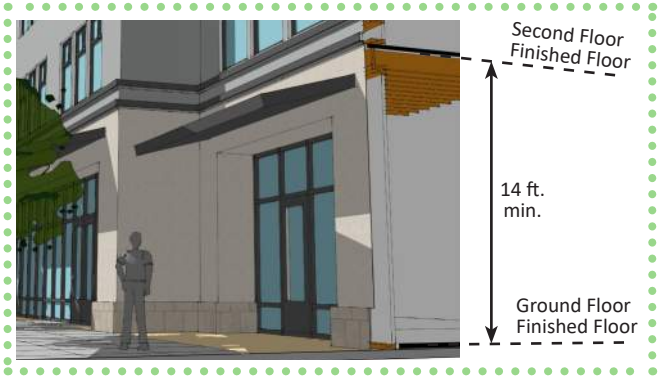


PLATE HEIGHT INTERPRETATION 2-3A:

Minimum plate height for ground floor commercial uses



Glazing shall be provided on the first-floor of buildings facing Main Street

Table 2-3: Main Street Building Development Standards

Building Height	1. Thirty feet maximum at front property line. 2. Forty-five feet maximum, ten feet from front property line. 3. Forty-five feet maximum at rear property line. 4. Height shall be calculated from existing grade at the adjacent property line. 5. See Section 15-2-3 of the ESMC for exceptions to building height.
Plate Height (refer to Interpretation 2-3A)	Fourteen feet minimum for ground floor commercial use.
First-Floor Glazing Facing Main Street	1. Forty-five percent minimum transparency for first-floor front façade. 2. At least seventy-five percent of the façade between two and eight feet above the sidewalk shall be glazing. 3. Refer to Section H.2 Supplemental Area-Wide Standards and Guidelines for additional requirements.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

E. Richmond Street District

1. Introduction

The Richmond Street District is generally located along Richmond Street (Richmond Street 100-300 blocks) and is situated one block west of and parallel to Main Street (see Figure 2.3, Richmond Street District Map). This district is similar in nature to the Main Street district, and it contains some of the oldest commercial buildings in the city, including the Old Town Music Hall. The district abuts Multi-Family Residential (R-3) uses to the west across the alley. It is an eclectic mixed-use environment of commercial and residential uses.

The Richmond Street District will:

- Celebrate the traditional "Old Town" character and entertainment uses within the area by encouraging restaurants with outdoor dining and art and culture related uses such as filming related uses, arts and entertainment, and design studios.
- Foster an eclectic mixed-use environment, allowing for more flexibility than the Main Street District with a broader mixture of commercial uses including breweries and tasting rooms, entertainment, professional, medical and dental offices.
- Provide professional office and stand-alone residential uses on the ground floor fronting Richmond Street.
- Include site design standards to minimize curb cuts along the street frontage and streetscape policies to promote additional pedestrian-oriented enhancements such as street lighting and places to sit and rest while enjoying the shade from the lush tree canopy.
- Incorporate standards that maintain and enhance the historic Downtown character with additional building form and articulation criteria to emulate typical twenty-five foot lot widths, additional transparency requirements on the ground floor to enhance the pedestrian experience, and buildings located at the street edge with parking located behind the building and accessed from the alley.

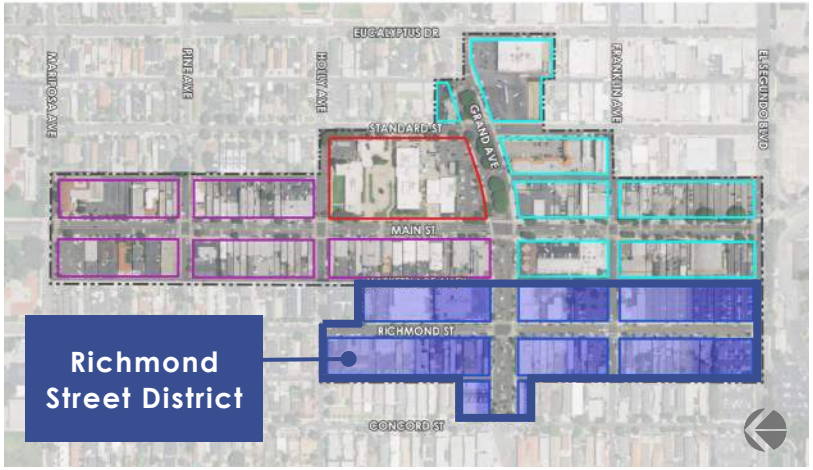


Figure 2.3 ***Richmond Street District Map***

2. Site Development Standards

Intentional site planning and design ensures a pedestrian oriented traditional downtown environment. The following standards support the vision for the Richmond Street District.



BUILDING PLACEMENT INTERPRETATION 2-4A:

Buildings shall be oriented toward Richmond Street



BUILDING SETBACK INTERPRETATION 2-4B:

Ten foot maximum setback is permitted for front/ street adjacent yards if pedestrian-oriented plazas, outdoor dining, or residential common open space is provided within the setback

Table 2-4: Richmond Street Site Development Standards

Building Placement and Orientation (refer to Interpretation 2-4A)	1. Building shall be oriented toward Richmond Street. 2. Required on-site parking shall not be located between the building and the Richmond Street property line.
Lot Area	Five thousand square feet minimum.
Lot Width	Twenty-five feet minimum for new lots.
Setbacks	
Front/Street Adjacent Yard (refer to Interpretation 2-4B)	1. Zero setback at ground floor maximum. 2. Ten feet maximum permitted for pedestrian-oriented plazas, outdoor dining, or residential common open space, subject to design review.
Side Yard	None required.
Rear Yard	None required.
Density and FAR	No limit.
Minimum Unit Size	Two hundred and fifty square feet.

(Continued on next page)

Table 2-4: Richmond Street Site Development Standards (Continued)

Parking Location	1. Alley access required. 2. Parking shall be provided in the rear of the site, or off-site via in-lieu fee or shared parking agreement per ESMC.
Parking Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines, Parking.
Open Space	All required common open space must: a. be physically or visually accessible to the residents, b. be a minimum of five feet in both length and width, and c. include a minimum of fifty percent of landscaping.
Residential Private Open Space Per Unit	Fifty square-feet.
Residential Common Open Space Per Unit	Twenty-five square-feet designed as an active or passive common space amenity. Rooftop decks may satisfy this requirement.
Residential Recreation Facility Per Unit	None required.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.



Residential units shall provide active or passive common open space

3. Building Development Standards

Building form and massing support the desired character and use of an area. The pedestrian experience and aesthetic quality of a building is defined by these standards.

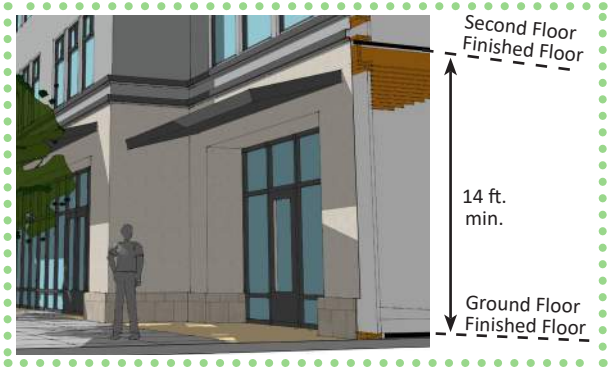


PLATE HEIGHT INTERPRETATION 2-5A:
Minimum plate height for ground floor commercial uses



FIRST-FLOOR GLAZING INTERPRETATION 2-5B:
Buildings facing Richmond Street shall have at least thirty percent transparency along first-floor front façade

Table 2-5: Richmond Street Building Development Standards

Building Height	1. Forty-five feet maximum. 2. Height shall be calculated from existing grade at the adjacent property line. 3. See ESMC Section 15-2-3 for exceptions to building height.
Plate Height (refer to Interpretation 2-5A)	Fourteen feet minimum for ground floor commercial use.
First-Floor Glazing Facing Richmond Street (refer to Interpretation 2-5B)	1. Thirty percent minimum transparency for first-floor front façade. 2. The bottom of first-floor window glazing shall not be higher than three feet above the adjacent sidewalk. 3. Refer to Section H.2 Supplemental Area-Wide Standards and Guidelines for additional requirements.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

F. Grand Avenue District

1. Introduction

The Grand Avenue District is generally located along the southern side of Grand Avenue from Marketplace Alley to Eucalyptus Drive and contains portions of Main Street and Standard Avenue (Main Street 100-200 blocks and portions of Standard Street 200-300 blocks). The Grand Avenue District serves as a gateway from the west entry of the City of El Segundo to the Downtown core. Several parcels are underutilized and larger than those located in other Districts thus providing the highest redevelopment opportunity within the Specific Plan area (see Figure 2.4, Grand Avenue District Map).

The Grand Avenue District will:

- Provide an opportunity to accommodate an increased demand for office and residential uses with the maximum building heights permitted.
- Support a vibrant Downtown with places for people to live, work, and play and provide community amenities such as publicly accessible open space and enhanced pedestrian access in and around an individual project site.
- Promote additional connectivity and Downtown character with enhanced and unified street scape amenities, pedestrian crossing areas, wayfinding and gateway signage and identity, buildings rather than parking located at the street edge, and ground floor design criteria to establish additional window and door transparency along Main Street and Grand Avenue.

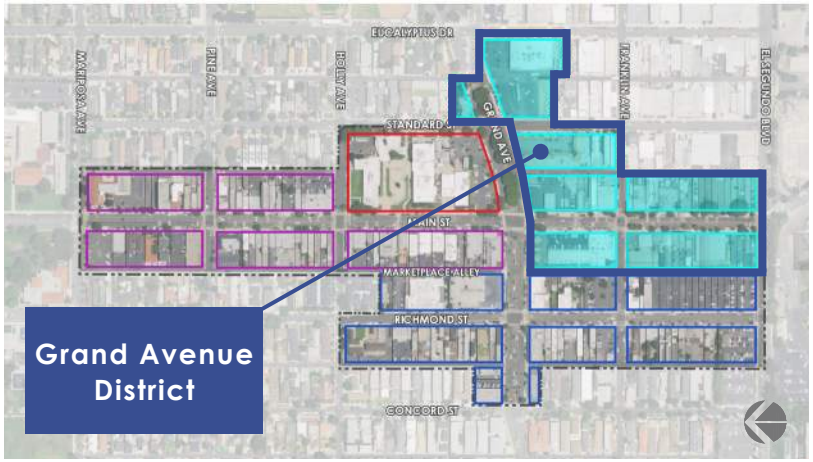


Figure 2.4 ***Grand Avenue District Map***

2. Site Development Standards

Intentional site planning and design ensures a pedestrian oriented traditional downtown environment. The following standards support the vision for the Grand Avenue District.



Site planning and design ensures a pedestrian oriented Downtown environment

Table 2-6: Grand Avenue Site Development Standards

Building Placement and Orientation	1. Building shall be oriented toward Grand Avenue and/or Main Street.
Lot Area	Ten thousand square feet minimum.
Lot Width	1. One-hundred foot frontage minimum for new lots. 2. Individual lots less than one-hundred (100) feet of frontage, and under common ownership with a neighboring lot, shall submit a comprehensive development application including all parcels within the minimum lot width criteria.
Setbacks	
Front/Street Adjacent Yard	None required.
Side Yard	None required.
Rear Yard	None required.
Density and FAR	No limit.
Minimum Unit Size	Two hundred and fifty square feet.
Access	1. A maximum of one vehicle access point shall be provided from Grand Avenue. Additional access may be provided from alley or side streets. 2. Provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program in ESMC Chapter 15-16. 3. Provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then safe and convenient pedestrian access shall be provided between buildings.
Parking Location	1. Surface parking areas shall not be located adjacent to Grand Avenue or Main Street. Surface parking areas shall be located behind the building. 2. Parking structures shall incorporate first floor commercial or residential lobby when fronting Grand Avenue or Main Street. Access to parking structures is prohibited from Main Street.

(Continued on next page)

Table 2-6: Grand Avenue Site Development Standards (Continued)

Parking Requirements	1. A minimum of seventy-five percent of parking shall be required on-site. Any parking not provided on-site shall be satisfied via in-lieu fee or shared parking agreement per ESMC. 2. Refer to Section H. Supplemental Area-Wide Standards and Guidelines, Parking.
Open Space	1. Shall not be achieved by the utilization of parking areas, driveways, service areas. 2. Interior side and rear setbacks may be considered as required open spaces and recreation facilities. 3. Up to fifty percent may be satisfied within a rooftop deck. 4. All required common open space shall: a. be physically or visually accessible to the residents, b. be a minimum of fifteen feet in both length and width, c. include a minimum of fifty percent of softscape landscaping, and d. include seating, as well as other pedestrian amenities, such as decorative lighting, planters, fountains or water features, distinctive paving, public art, landscaping, and bicycle racks.
Residential Private Open Space Per Unit	Fifty square-feet.
Residential Common Open Space Per Unit	One-hundred square-feet designed as an active or passive common space amenity.
Residential Recreation Facility Per Unit	Thirty square-feet.
Landscaping	1. Ten percent minimum of the lot area. 2. Up to one-third of the required landscape area may be hardscape or plaza. Parking is not permitted within this area. 3. Ten percent of the required landscape area can be met through use of pervious paving, and may include parking in this area. This pervious paving is in addition to the hardscape or plaza area listed above. 4. Landscaping must be provided as required by ESMC Section 15-2-14 and Chapter 15-15A.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

3. Building Development Standards

Building form and massing support the desired character and use of an area. The pedestrian experience and aesthetic quality of a building is defined by these standards.



PLATE HEIGHT INTERPRETATION 2-7A:

Minimum plate height for ground floor commercial uses



STREET FACING GLAZING INTERPRETATION 2-7B:

Minimum percent transparency for first-floor front façades

Table 2-7: Grand Avenue Building Development Standards

Building Height	1. Sixty (60) feet maximum, with the exception of properties with frontage along Main Street. 2. For properties fronting on Main Street height limit will be as follows: a. 30 feet maximum at front property line. b. 45 feet maximum, 10 feet from front property line. c. 45 feet maximum at rear property line. 3. Height shall be calculated from existing grade at the adjacent property line. 4. See ESMC Section 15-2-3 for exceptions to building height
Plate Height (refer to Interpretation 2-7A)	Fourteen feet minimum for ground floor commercial use.
Street Facing First-Floor Glazing (refer to Interpretation 2-7B)	1. Thirty percent minimum transparency for first-floor front façade. 2. The bottom of first-floor window glazing shall not be higher than three feet above the adjacent sidewalk. 3. Refer to Section H.2 Supplemental Area-Wide Standards and Guidelines for additional requirements.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

G. Civic Center District

1. Introduction

Located centrally in the Specific Plan area, this district includes City Hall, the El Segundo Police Department, the El Segundo Fire Department, and existing public plaza and open spaces (see Figure 2.5, Civic Center District Map). The Farmer's Market is held every Thursday night on Main Street and vendors set up booths in the roadway. The existing plaza and open spaces at the Civic Center complex offer opportunities to activate and reinvigorate this area as a central public gathering hub and add vibrancy to the north end of Main Street. The underutilized surface parking areas along Grand Avenue provide an opportunity for a public parking structure that would allow for street parking to be reused for pedestrian seating and gathering spaces in key locations throughout the Downtown. Reduced travel lanes on Main Street will provide for increased pedestrian uses and streetscape improvements along the Main Street frontage. The Civic Center Plaza should serve as connecting hub between the south and north parts of Main Street.

The Civic Center District will:

- Expand and consolidate existing uses to include governmental offices and public safety facilities, recreational uses, outdoor entertainment and temporary events, outdoor retail uses, and a location for a future public parking structure.
- Allow for activities for all ages with enhanced and flexible multi-use outdoor gathering areas.
- Enhance opportunities for outdoor entertainment and temporary events and infuse outdoor retail uses such as newsstands, coffee carts, flower stands, vendors, and food trucks.

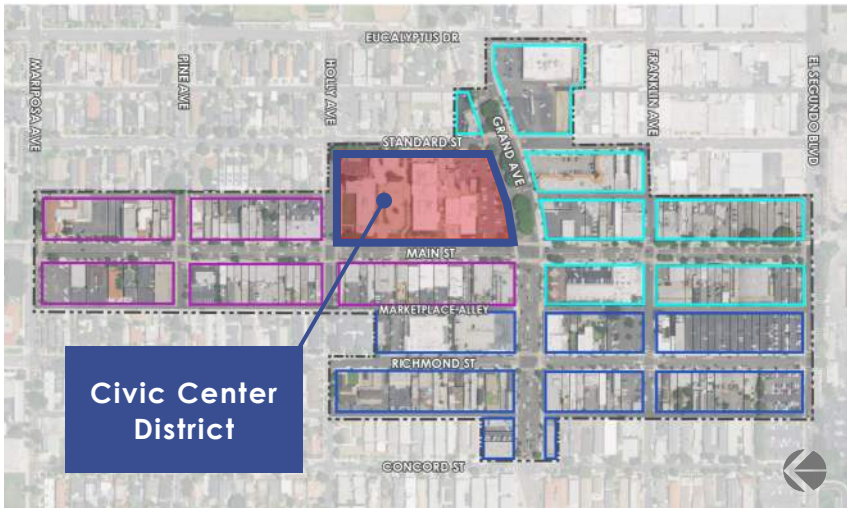


Figure 2.5 ***Civic Center District Map***

2. Site Development Standards

Intentional site planning and design ensures a pedestrian oriented traditional Downtown environment. The following standards support the vision for the Civic Center District.



Site planning and design ensures a pedestrian oriented and active Downtown environment

Table 2-8: Civic Center Site Development Standards

Building Placement and Orientation	Building shall be oriented toward Grand Avenue and/or Main Street.
Lot Area	None required.
Lot Width	None required.
Setbacks	
Front/Street Adjacent Yard	None required.
Side Yard	None required.
Rear Yard	None required.
Density and FAR	No limit.
Access	1. A maximum of one vehicle access point shall be provided from Grand Avenue and from Holly Avenue. 2. Vehicular access from Main Street is not permitted. 3. Access is permitted along Standard and not limited.
Parking Location	1. Surface parking areas shall not be located adjacent to Grand Avenue or Main Street. Surface parking areas shall be located behind the building.
Parking Requirements	1. All parking required shall be located on-site or in a designated City parking facility. 2. Refer to Section H. Supplemental Area-Wide Standards and Guidelines, Parking.

(Continued on next page)

Table 2-8: Civic Center Site Development Standards (Continued)

Open Space	Refer to Civic Center District Public Plaza Development Standards in Section G.4.
Landscaping	1. Twenty-five percent minimum of the lot area. 2. Up to seventy-five percent of the required landscape area may be hardscape or plaza. Parking is not permitted within this area. 3. Ten percent of the required landscape area can be met through use of pervious paving, and may include parking in this area. This pervious paving is in addition to the hardscape or plaza area listed above. 4. Landscaping must be provided as required by Section 15-2-14 and Chapter 15-15A of this title.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

3. Public Parking Recommendations

The Civic Center District includes two surface parking lots for City Staff and the public, and there is a portion of the parking lot on Standard Street by Grand Avenue which is gated and restricted to City vehicle parking.

A new public parking structure is recommended to replace a portion of the existing surface parking along Grand Avenue. The new parking structure should be open to the public and continue to provide City staff parking with restricted access to City vehicles. The first floor uses of the parking structure fronting Grand Avenue and Main Street should incorporate civic uses and public services, or provide public open space or courtyards. Additionally, a public plaza is suggested at the corner of Main Street and Grand Avenue to provide a new community gathering space and enhance this primary intersection. Refer to Section G.4, Public Plaza Development Standards, and Parking Strategies in Chapter 3 for additional information.



Up to seventy-five percent of the required landscape area may be hardscape or plaza

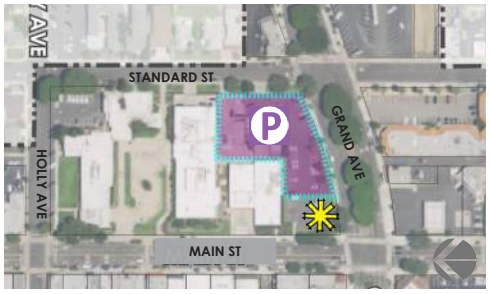


Figure 2.6 ***Civic Center Parking Lot Improvements***

4. Building Development Standards

Building form and massing support the desired character and use of an area. The pedestrian experience and aesthetic quality of a building is defined by these standards.









Building development standards enhance the desired character and use of the Civic Center District

Table 2-9: Civic Center Building Development Standards

Building Height	1. Sixty feet maximum. 2. Height shall be calculated from existing grade at the adjacent property line. 3. See ESMC Section 15-2-3 for exceptions to building height.
Plate Height	No minimum required.
Street Facing First-Floor Glazing	1. All glazing facing Main Street and Grand Avenue shall be transparent glass which provides a minimum visibility of light transparency/transmittance level of fifty percent. 2. Refer to Section H.2 Supplemental Area-Wide Standards and Guidelines for additional requirements.
Additional Requirements	Refer to Section H. Supplemental Area-Wide Standards and Guidelines.

5. Public Plaza Development Standards

Three areas within the Civic Center District have the potential to be vibrant community plaza spaces that serve a variety of users with many interests. A redesign of these underutilized and dated spaces will provide opportunities for pedestrian gathering within a range of spaces designed to support activities such as outdoor seating, concerts and events, socializing, lounging, playing, and celebrating with friends and neighbors (see Figure 2.7, Civic Center Public Plaza Map). The Civic Center Plaza should serve as a connecting hub between the north and south parts of Main Street.

The redesign of the Civic Center public plazas shall:

1. Provide gathering spaces for outdoor entertainment and events and allow for activities for all ages with enhanced and flexible multi-use outdoor gathering areas.
2. Include Erigonium parvifolium, Sea Cliff Buckwheat to provide habitat areas for the El Segundo Blue Butterfly along with interpretive signage to educate the public about California native plants and the Blue Butterfly (refer to Chapter 4, Section E.2, Landscaping, for additional information).
3. Create a beautiful green space with shade trees, native and drought-tolerant plants.
4. Include shaded seating areas with gazebos, benches, and tables to entice visitors to take a walk or picnic and strategically locate focal points such as public art and accent planting.
5. Allow for passive and relaxing activities (such as chess and reading) and include more active uses (such as exercise equipment and/ or a children's play area).
6. Include a "Downtown El Segundo" sign and a historical or cultural kiosk with information about the City and key Downtown destinations.

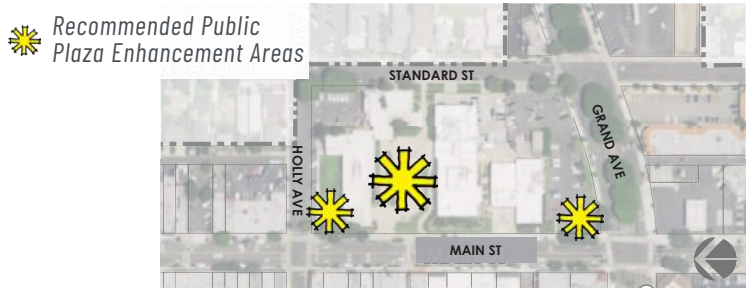


Figure 2.7 ***Civic Center Public Plaza Map***





Provide gathering spaces for outdoor entertainment and events





Include interpretive signage to educate the public about native plants and the El Segundo Blue Butterfly




Provide an outdoor stage or amphitheater for music events or outdoor movies




Integrate an inclusive children's play area or feature




Provide seating in a variety of sizes and configurations

7. Provide an outdoor stage or amphitheater for music events and outdoor movies.
8. Consider focal points such as public art, fire pits, and/ or outdoor fireplaces.
9. Integrate an inclusive children's play area or feature, i.e. boulders or fountain.
10. Provide lighting for nighttime activities, security, and aesthetic interest. Up lighting of trees and/or string lights or other accent lighting elements are encouraged.
11. Be visually open and oriented towards the street. Provide pedestrian connections to any street and be designed to seamlessly integrate into the sidewalk on Main Street.
12. Incorporate trellises, pergola and other vertical element to draw users into the space.
13. Provide additional pedestrian amenities such as benches and bike racks facing the street to maximize social interaction.
14. Incorporate shade elements such as tree canopy, shade sails, or trellises.
15. Provide seating in varying sizes and configurations to allow for individual quiet reflection and larger group discussions. Elements may include informal seating options such as mounds of grass, steps, low seat walls, or raised planters to increase overall seating capacity.

H. Supplemental Area-Wide Standards and Guidelines

1. Introduction

This section contains standards that apply to all private property within the entire Specific Plan area. The future urban form of Downtown El Segundo will be established by providing opportunities for development that adheres to the following customized context-sensitive development standards in this chapter, along with the placemaking design guidelines and public realm enhancements in Chapters 3 and 4. Projects shall comply with the development standards contained within this chapter, and the intent of the guidelines.



Opportunities for development will be established to shape the future urban form of Downtown El Segundo

- ***Standards.*** Standards are specifications that the community considers essential to the creation and preservation of a high quality, sustainable and coherent city. Conformance with Standards is mandatory. Such provisions are indicated using the words "shall," "must," "is required," and "is/is not permitted". Applicants must review and incorporate all applicable standards. Reviewers shall ensure consistency between the project and the regulations/standards as applicable.
- ***Guidelines***. Guidelines provide additional information to assist the designers with fulfilling the intent of the Specific Plan. Guidelines pertain to issues of visual character and aesthetics. Conformance with Guidelines is recommended, especially to ensure the swiftest possible approval. Although conformance with Guidelines is recommended, developers are permitted to propose alternative design solutions if they can show that such design solutions meet the overall objectives of the Specific Plan. Guidelines are indicated using the words "should," "may," or "is/are encouraged."

2. Building Form and Articulation

Building form and massing support the desired character and use of an area. The pedestrian experience and aesthetic quality of a building is defined by these standards.

Building Wall Modulation – Front

1. Fifty feet maximum length without at least a five foot variation in wall plane offset for a minimum of ten feet in length (refer to Interpretation 2-A).
2. Building materials and articulation shall be applied to replicate traditional twenty-five foot building width, irrespective of the building's total width. New construction of infill buildings that are wider than this shall be broken down into a series of structural bays or components.

Building Wall Modulation - Side and Rear

1. Variation in massing, roof form, and wall planes, as well as articulation, shall be integrated into every wall surface. Blank wall shall be avoided.
2. Outdoor storage and equipment shall be enclosed and designed with the same materials as the primary building materials.

Roofline Variation

1. Fifty feet maximum length without a variation in roof eve, ridge, or parapet height.
2. Flat roofs shall include a parapet with a detail element such as cornice, cap, or similar detail. It shall convey a sense of permanence and the interior side, or any screened equipment shall not be visible from public view.



BUILDING WALL MODULATION INTERPRETATION 2-A:

Front building walls shall not exceed fifty feet in length without at least a five foot variation in wall plane offset for a minimum of ten feet in length

Primary Entrance

1. Buildings shall have a primary entrance door adjacent to the public sidewalk.
2. Building entrances and storefronts shall incorporate with one or more of the following design elements:
   a. A change in wall plane – recessed or projecting.
   b. Wall articulation/additional detail around the entry.
   c. Projecting element above the entry.

Street Facing Glazing

1. All glazing shall be transparent glass which provides a minimum visibility of light transparency/transmittance level of fifty percent.
2. At least seventy-five percent of the glass area must be unobstructed by signage, including advertisement, screens, and window coverings.
3. Reflective glass is prohibited.
4. Metal garage doors, folding or exterior mounted security screens or other security features which detract from the street appearance are prohibited.
5. Awnings shall be individually mounted above the window or door.

3. Historic Resources

The Specific Plan area contains four individual properties that appear to be eligible as historical resources (see Figure 2.8, Potential Historic Resources):

- 105 W. Grand Avenue (built 1928)
- 140 W. Richmond Street (built 1921)
- 203 Richmond Street (built 1925)
- 218-220 Richmond Street (built 1915)

Additionally, there are twenty-seven properties on the 100 and 200 blocks of Richmond Street that appear to be collectively eligible as a potential historic district as shown on Figure 2.8, Potential Historic Resources. Refer to Historical Resource Technical Report, prepared by Teresa Grimes, dated May 2023 for additional information.

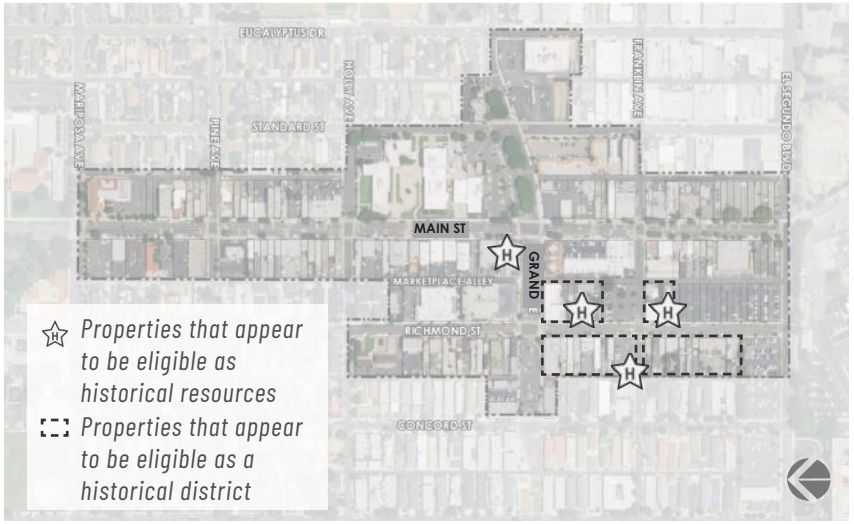


Figure 2.8 ***Potential Historic Resources***



The Old Town Music Hall (140 W. Richmond Street) was built in 1921 and is a rare remaining example of a theater that was originally a live performance venue called the State Theater



105 W. Grand Avenue is prominently situated at the corner of Grand Avenue and Main Street and is an example of an existing mixed-use commercial building



203 Richmond Street was the former location of the first El Segundo City Hall and Library



218-220 Richmond Street is one of the few remaining examples of a mixed-use commercial building from the 1910s

The City values the historic resources and character of the Downtown area, and has policies and discretionary review requirements to ensure their preservation including:

1. ESMC Chapter 15-14 (Historic Preservation) establishes procedures for the designation of Historic Resources and for the review of alterations to designated historic resources citywide.
2. Chapter 7 of this Specific Plan (Administration) requires review and approval of a Discretionary Downtown Design Review (DDR) for all substantial alterations, additions, and new construction projects. For projects on or adjacent to properties identified individually as potential historic resources or contributing to a potential historic district, DDR review shall consider the existing neighborhood character, building scale, building material, and potential impacts to historic resources.
3. Chapter 7 of this Specific Plan (Administration) requires review and approval of a discretionary permit for demolition of structures on properties identified individually as potential historic resources or contributing to a potential historic district. The required discretionary review shall ensure that no substantial adverse change occurs in the significance of a historical resource.

The above policies and discretionary review requirements ensure that no significant impacts occur to potential historic resources in the Downtown Specific Plan area.

4. Mixed-Use

Mixed-use projects combine commercial, office, and/or residential uses into one single development. The uses can be combined in multiple ways, such as each use located on a separate floor or wing of a building or each use in separate buildings on the site. Both types of mixed-use development are encouraged.

Mixed-use projects can create unique design issues, such as the need to balance the requirements of residential uses with the needs of commercial uses. When designing mixed-use developments, it is important that commercial and office uses are sensitive to the residential uses of the project.

1. All buildings shall be sited to reduce odor, noise, light and glare, and visual and other conflicts between commercial and residential uses.
2. Noise-generating equipment, such as refrigeration units and air conditioning and exhaust fans shall be located away from residential uses.
3. Residential development shall have dedicated entries or lobby spaces and open space dedicated to privatized common tenant use.
4. Commercial uses with residential units either above or attached shall provide ventilation systems to prevent odors from adversely affecting residential units.





Mixed-Use buildings with commercial on the ground floor and residential units above

5. Parking

The purpose of this section is to provide for adequate parking standards, to assure that parking spaces shall be suitably maintained and available for the use of the occupants of the site and to mitigate potential associated on-street parking and traffic circulation problems throughout the Downtown and surrounding areas.

General Provisions

1. Minimum Requirements - No use or building shall be established, erected, enlarged or expanded unless parking facilities are provided and maintained as required by this Chapter and Table 2-10. Unless off-street parking reductions are permitted pursuant to provisions herein, the number of off-street parking spaces required by Table 2-10 shall be considered the minimum necessary for each standalone use. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the number of spaces shall be rounded up to the nearest whole number.
2. Renovation, Expansion, Use Changes
   a. *Renovation (without expansion or use change)* – No additional parking is required.
   b. *Expansion (without use change)* –Additional parking per Table 2-10 is required for the net new floor area.
   c. *Existing Buildings (with permitted uses)* - Existing uses in an existing building with a maximum ten thousand square feet may change to any other use identified within the Table 2-10 without providing additional on-site parking spaces, provided that all existing on-site parking spaces provided in connection with the building or structure shall be continued and available for use with the subject building.
3. Refer to ESMC Sections 15-15-1 through 15-15-5 for parking standards not included within this chapter.
4. Unless stated otherwise, parking shall be based on net floor area defined in ESMC Section 15-1-6.
5. In the case of mixed uses in a building or on a site, the total requirements for parking facilities shall be the sum of the requirements for the various uses computed.
6. The number of parking spaces required by this chapter may be reduced by the payment of a parking in-lieu fee, per ESMC Section 15-15-6D for the Main Street, Grand Avenue, and Richmond Street Districts.
7. Tandem spaces shall have a maximum length of forty feet, provide for parking for two vehicles maximum, and may only be utilized in residential development or where a Parking Demand Study is provided. All tandem parking spaces, where allowed, shall be clearly outlined on the surface of the parking facility.
8. Parking facilities in all Districts shall be designed in such a manner that any vehicle on the property will be able to maneuver as necessary so that it may exit from the property traveling in a forward direction. However, cars may exit onto an alley traveling in a reverse direction. A vehicle shall not have to enter a street to move from one location to any other location within the same facility.
9. Any lights provided to illuminate any parking area shall be arranged so as to direct the light away from any residential dwelling unit.

Table 2-10: Parking Ratio Table

LAND USES	PARKING REQUIREMENT
Alcohol Sales, Off-Site	Refer to Commercial, Retail Sales
Alcohol Sales, On-Site without Food Service (Bars)	1.5 spaces/1,000 sf
Alcohol Sales, On-Site with Food Service	Refer to Restaurant, Full Service
Artistic or Cultural Sevices	0 spaces/1,000 sf
Assembly Halls	4 spaces/1,000 sf
Bed and Breakfast Inn	1 space/unit
Brewery and Alcohol Production (including on-site consumption or restaurant)	1.5 spaces/1,000 sf for seating/serving area
Commercial, Financial Institutions	2 space/1,000 sf
Commercial, Retail Sales	1.5 spaces/1,000 sf (under 10,000 gross sf) 2.5 spaces/1,000 sf (over 10,000 gross sf)
Commercial, Retail Services	1.5 spaces/1,000 sf
Daycare Centers	1 space/1,000 sf
Dwelling, Multiple-Family	Studio/1 Bedroom: 1 space/unit 2 Bedrooms or more: 1.5 spaces/unit
Dwelling, Senior Citizen Housing	0.25 space/unit
Entertainment (Live)	1 space/8 seats
Fitness Center	2 spaces/1,000 sf
Hotel	1 space/room
Live/ Work	1 space/1,000 sf plus Multiple-Family standards
Movie Theater and Entertainment Facilities	1 space/8 seats

(Continued on next page)

Table 2-10: Parking Ratio Table (Continued)

LAND USES	PARKING REQUIREMENT
Museum	0 space/1,000 sf
Offices, General	2 spaces/1,000 sf (under 10,000 gross sf) 3 spaces/1,000 sf (over 10,000 gross sf)
Office, Medical-Dental	2 spaces/1,000 sf
Outdoor Dining	0 spaces for the portion up to 500 sf 1 space/300 sf for the portion over 500 sf
Parklets	0 spaces for the portion up to 500 sf 1 space/300 sf for the portion over 500 sf
Public Facilities	0 spaces/1,000 sf
Recreational Facilities (Indoor Only)	2 spaces/1,000 sf
Restaurant, Food To Go	1.5 spaces/1,000 sf
Restaurant, Full Service	1.5 spaces/1,000 sf
Studio/Sound Stages and Support Facilities	1 space/1,000 sf
Temporary Outdoor Retail Sales Events	0 spaces/1,000 sf
Theater	1 space/8 seats

Sites with Transportation Systems Management (TSM) and Transportation Demand Management (TDM) Plans

The number of required parking spaces may be further modified subject to approval of a Transportation Systems Management or Transportation Demand Management Plan, pursuant to the procedures and requirements of Chapters 15-16 and 15-17 of the El Segundo Municipal Code.

Failure to Maintain Required Parking

In the event parking facilities required to be provided under this section or required pursuant to any application approved in accordance with this section are not maintained, the Director of Community Development may revoke and cancel the certificate of occupancy issued for such structure. Prior to such revocation, the Planning Commission shall hold a public hearing in accordance with the public hearing procedures provided in ESMC Chapter 15-28, Public Hearings. However, if it appears that failure to maintain such required parking was reasonably beyond the control of the person required to maintain the same, the certificate of occupancy shall not be revoked until the owner has had at least 90 days to reestablish the minimum required parking. In the event the certificate of occupancy is revoked, the premises covered thereby shall not be occupied or used for any purpose until a new certificate of occupancy has been issued.

Parking Reductions

1. *Parking Demand Study.* The Director of Community Development may modify the required number of parking spaces for fewer than ten spaces based on the submittal of a parking demand study. Reductions of ten or more spaces require Planning Commission approval. Additionally, for any use for which the number of parking spaces is not listed, the Director of Community Development or Planning Commission will specify the required number of spaces based on a parking demand study. A parking demand study must include, without limitation, information specifying the number of employees, customers, visitors, clients, residents and owner-occupancy of residence and business (for existing legal non-conforming residential uses), shifts, deliveries, parking spaces, or other criteria established by the Director of Community Development. The study may also include the use of valet or attendant parking.
2. *Joint Use and Off-Site Parking Facilities.* Unless otherwise prohibited by this Specific Plan or the ESMC, parking spaces may be joint use or located off-site on a different lot or lots, subject to approval of a parking demand study and a parking agreement. The agreement shall be recorded in the office of the County Recorder, prior to the issuance of a Building Permit. The agreement may include conditions as the Director of Community Development, or the Planning Commission, deems appropriate.

Parking Structure Design

Parking structures are usually larger buildings and as such can have a significant impact upon the streetscape. All proposed parking structures in the Downtown should adhere to specific standards to ensure a pedestrian-oriented environment on Downtown streets.



Parking structures should be articulated in similar character as surrounding uses and visually appealing on all frontages

1. Parking structures should be visually appealing on all frontages. Parking structure facades should be articulated in similar character as surrounding uses.
2. Where parking structures are planned, the street wall should be composed of active uses that screen podium parking, parking structures, and other uses that do not contribute to a vibrant pedestrian environment.
3. Structures located adjacent to Main Street, Richmond Street, or Grand Avenue shall minimize the visual impact by providing pedestrian activated uses and urban design and landscaping features.
4. Light fixtures within parking structures shall be designed to minimize off-site light spillover onto adjacent properties.
5. To give the structure proportions reflective of a regular building, the openings should resemble window openings rather than long, horizontal parking garage openings. The deck and railing pattern should not dominate the elevations.
6. Substantial massing should occur at the corner of the structures to anchor the building and give the structure proportions similar to a human occupied building. These panels should incorporate relief to create shadow patterns and add visual interest.
7. Height should be added to the parapet at key areas on the building structure to accent entries and reduce the long horizontal façade that is typical of parking structures.
8. Consider adding awnings or trellis structures at vehicular and pedestrian entrances to create a pedestrian scale.
9. Consider providing landscaping and vines on façades to help reduce the visual impact of the structure.
10. Structures should to the extent feasible incorporate design elements that facilitate conversion to other uses, including, but not limited to, higher floor to ceiling heights on ground levels, fast ramps, and flat parking plates/levels.

6. Service and Delivery

Service areas must be carefully designed in order to create an aesthetic street frontage in Downtown El Segundo.

1. Loading areas are required for buildings with gross building areas equal to or greater than fifty thousand square feet.
2. Loading/unloading, service areas, and trash and recycling enclosures shall not front onto Grand Avenue, Main Street, or Richmond Street (refer to Interpretation 6-A).
3. For lots adjoining an alley, loading areas shall adjoin or have access from the alley. Loading spaces may encroach into any required alley setback.
4. Loading docks and service bays shall be a minimum of twenty feet from any public street.
5. On-site loading areas shall be at least eighteen feet long and ten feet wide.
6. Loading or unloading of trucks is prohibited between ten PM and seven AM unless it can be demonstrated that such activities would not exceed the noise limits of the ESMC.
7. Refuse collection service shall be contracted with an approved local service provider. Refuse collection areas shall be screened per ESMC Section 15-2-8 D.
8. On lots adjoining an alley, refuse collection storage areas shall be oriented to and accessed from the alley.



LOADING AREA INTERPRETATION 6-A

Loading/unloading, service areas, and trash and recycling enclosures shall not front onto Grand Avenue, Main Street, or Richmond Street

7. Signage

Signs are significant features of shopping and entertainment districts as they serve as invitations for people to enter and patronize stores and restaurants. Unique, attractive signs signify quality establishments and products.



Unique and attractive signs enhance the charm and character of the Downtown

General Signage Provisions

1. All signs must comply with ESMC Chapter 15-18 and the following standards. In the event of a conflict, the standards in this Specific Plan shall take precedence.
2. Signage facing any public street within the Specific Plan area shall be limited to a combination of storefront, window and perpendicular/pedestrian signs.
   a. Each property is allowed an area up to a maximum of one square foot per lineal foot of street frontage.
   b. If adjacent lots are aggregated into one, then a formula of one and one-half square feet per lineal foot of street frontage is used to determine maximum allowable signage.
3. Multi-tenant developments of three or more commercial tenants require an approved Master Sign Program by the Director of Community Development or designee per ESMC Section 15-18-5.
4. Signs should be in scale with and in proportion to the primary building façade so that the signs do not dominate the appearance.
5. Sign colors, materials, and design should be compatible with that of the primary building façade.
6. Painted wood and metal are appropriate materials for signs.
7. Signs that reflect the type of business through design, shape, or graphic form are encouraged.
8. The method of attaching the sign to the building should be integrated into the overall sign design.
9. Signs on canopies and awnings are encouraged.
10. Signs should not cover up important architectural features.
11. Flush mounted signs should be positioned within architectural features such as the window panel above the storefront or flanking the doorway.

Storefront Signs

1. *Size*. Individual storefront signs may be no more than twenty square feet.
2. *Number*. One storefront sign is permitted per storefront.
3. *Lettering*. Freestanding lettered/iconic signage (without background area) is encouraged and allowed.
4. *Lighting*. Signage shall be lighted from an external source, such as gooseneck lamps.
5. *Temporary Signs*. Temporary signs are limited to no more than fifteen percent of the window or storefront area for a maximum of thirty days per year.
6. *Prohibited*:
   a. Internally illuminated canister signs.
   b. Pole or pylon signs.
   c. Roof signs.



Storefront sign with freestanding lettering accentuated with gooseneck lamps

Window Signs

1. *Size*. Window signage may be no more than sixteen square feet.
2. *Lettering*. Lettering, such as painted script is encouraged, while signs with backgrounds are discouraged.
3. *Prohibited*. Advertisements placed in windows are not allowed.



Window signs with painted script

Perpendicular/Pedestrian Signs

1. *Size*. Perpendicular/Pedestrian signs may be no more than nine square feet on each sign face (double sided signs are allowed).
2. *Number*. One Perpendicular/Pedestrian sign is permitted per storefront.
3. *Projection*:
   a. Signs shall not project from the wall of the building or structure to which they are attached more than thirty inches and shall not exceed eight feet in height.
   b. Projecting signs less than twelve feet above the grade are not allowed. Permitted projecting signs may project over public sidewalks.



Perpendicular/ pedestrian signs may project over the public sidewalk

Non-Street Fronting Signs

1. *Size.* Signage abutting an alley or private property shall not exceed 0.6 square feet per lineal foot of alley frontage or interior property line length. All other standards shall apply.
2. *Additional Elements*:
   a. In addition to allowed signage, a maximum of two square feet of lettered/logo and/or icon painted directly onto the entrance (without a background) is allowed.
   b. In addition, a directory wall sign identifying non-street fronting businesses within a building is allowed on non-street fronting building elevations (including elevations fronting on alleys). The directory sign may not exceed twelve square feet.

A-Frame Signs

1. *Size:*
   a. Width 24"-34"
   b. Length 36"-48" (including frame, sign face, and any vertical supports)
2. *Number*. There shall be only one A-Frame sign per business.
3. *Graphics*. The sign face area shall not consist of text for more than two-thirds of the area. The balance of the sign face area should contain images, art, or graphics.
4. *Location on Sidewalk*. A-frame signs shall only be permitted on the public sidewalk in front of the business. The sign must be positioned to allow a minimum of five feet clear sidewalk area and not impede the main path of pedestrian travel. The sign must be placed within eighteen inches of the curb or adjacent to the corresponding outdoor dining area or business frontage. All applicable ADA standards must be met.
5. *Materials.* Exterior quality wood or metal (except as supplemented by material for changeable messages, see below). Handbills and/or similar paper attachments shall not be affixed to approved A-Frame signs
6. *Changeable Sign Area.* Changeable sign area must be screwed or bolted to the sign. The sign must not contain any glare producing surfaces or inappropriate lighting (blinking, fluorescent, neon lights, exposed power cords, etc). No more than one-half of each sign face may be reserved for changeable messages, chalk board messages, or 'wipe down' board messages.
7. *Finish*. Fully painted and/or sealed; color must be in keeping with the colors for the business establishment. In general, fluorescent or other strikingly bright or vivid colors will not be approved unless part of a discernible theme other than simply to gain attention.
8. *Construction and Support*. The name of the establishment must be clearly printed on each sign face in a color and style consistent with the establishment's primary signage.

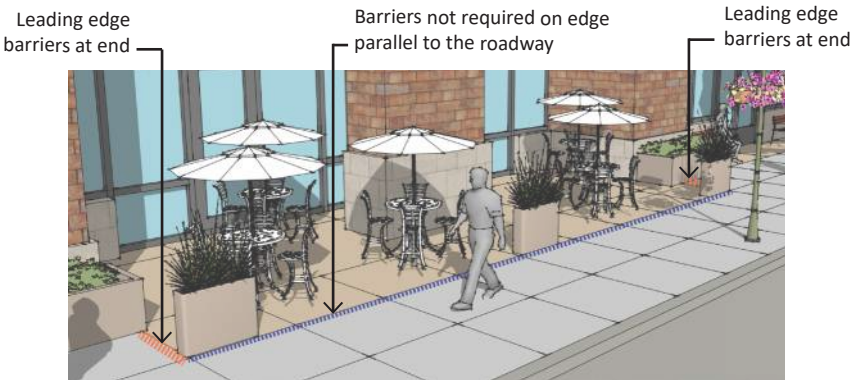


A-frame sign example

8. Outdoor Dining

Sidewalks, excess parking spaces, and other exterior paved areas may be used for the placement of tables, chairs, benches, planters, umbrellas, and related items to enliven the overall pedestrian experience and support day and nighttime activity. Wide, pedestrian-friendly sidewalks should activate the Downtown by providing spaces for outdoor dining and informal gathering. All new and substantially remodeled outdoor dining areas, as determined by the Director, are subject to design review and the standards in this section. Any existing outdoor dining area that doesn't conform with these standards will be considered legal nonconforming.

1. *Dining Area*. Outdoor Dining Area (Area) shall be directly associated with an existing or proposed eating establishment.
   a. Dining area may be covered or uncovered.
2. *Barriers*:
   a. *Visibility*. Fences or other perimeter barriers/enclosures with a height between thirty-six inches and fifty inches must be at least fifty percent open (see-through) in order to maintain visibility of street level activity. Any enclosure with a height over fifty inches must be at least eighty percent open (see-through).
   b. *Appearance*. Dining area barriers (fences, gates, ropes, planters, etc.) must be both visually appealing and functional. All barrier material must be maintained in a good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.
   c. *Freestanding*. All barriers must be freestanding, without any (or minimal) permanent or temporary attachments to buildings, sidewalks, and other infrastructure. Sectional fencing (generally defined as rigid fence segments that can be placed together to create a unified fencing appearance) is an acceptable solution for outdoor seating areas using barriers. Such fencing is portable, but cannot be easily shifted by patrons or pedestrians, as can less rigid forms of enclosures. Sectional fencing must be of metal (aluminum, steel, iron, or similar) or of wood construction and must be of a dark color (either painted or stained). Vinyl and/or plastic material is prohibited.
   d. *Height*. Stanchions, end posts, and other corner supports must measure thirty-six inches to fifty inches in maximum height. Planning Commission approval is required for any component greater than fifty inches in height from the sidewalk surface.
   e. *Maximum Distance from the Ground*. All barriers must be detectable to visually impaired pedestrians who employ a cane for guidance; therefore, the bottom of barriers must be no greater than twenty-seven inches above the sidewalk surface.
   f. *Leading Edge Barrier*. All outdoor dining areas that extend more than three feet into the public right-of-way must have a detectable barrier at the leading edges to ensure that visually impaired pedestrians using canes can detect the dining area safely.



Example of leading edge detectable barriers at an outdoor dining area extending more than three feet into the right-of-way

g. *Rope or Chains*. Barrier rope or chains must have a diameter of at least one inch to maintain detectability by the visually impaired. Plastic chains are discouraged.

h. *Planters*. Planters are a friendlier and more attractive way to delineate an outdoor dining area and may be used in addition to, or in place of, other barrier designs. Planters must not exceed a height of fifty inches above the level of the sidewalk. All planters must have live plants within them. Artificial plants, empty planters, or planters with only bare dirt, mulch, straw, wood chips, or similar material are not permitted. Planters must be cleaned of all trash at least daily.

i. *Signage*. Barriers must not contain signage for the restaurant or any other entity.



Outdoor chairs shall be all-weather, and each dining area should contain chairs that are similar to each other

j. *Prohibited*. Fabric inserts (natural or synthetic) are not permitted to be used as part of a barrier. Chain link, cyclone fencing, chicken wire, or similar materials are not permitted to be used as part of a barrier.

3. *Furniture and Fixtures:*

a. *Freestanding*. Furniture and fixtures must not be secured to trees, lamp posts, street signs, hydrants, or any other street infrastructure by means of ropes, chains, or any other such devices.

b. *All-Weather*. Furniture and fixtures used in outdoor dining must be specifically made for outdoor use.

c. *Storage*. All moveable furniture and fixtures must be removed and stored inside after business hours.

d. *Signage*. Furniture and fixtures must not contain signage for the restaurant or for any other entity in the form of wording, logos, drawings, pictorial or photographic representations, or any other likewise identifying characteristic.

e. *Chairs*. Chairs, like other outdoor dining elements, must contribute to the overall atmosphere of Downtown, and (if applicable) to any historic building or historic overlay district, and must be complementary in both appearance and quality.

- *Consistency*. All chairs used within an establishment's outdoor seating area should match each other by being of visually similar design, construction, and color.
- *Colors*. Chairs may be colored or of a natural unpainted material (e.g., all-weather metal, wood, wicker, etc.). Chairs are not permitted to be white plastic. In general, fluorescent or other strikingly bright or vivid colors will not be approved unless part of a discernible theme other than simply to gain attention.

- *Upholstery*. Upholstered chairs are permitted as are upholstered cushions for chairs. In general, fluorescent or other strikingly bright or vivid colors will not be approved unless part of a discernible theme other than simply to gain attention. Outdoor and water-resistant materials are required. Cushions must be attached in some manner to the chair itself.

f. *Tables*. Tables need to be functional, not only for patrons, but also for pedestrians, given the limited space available for outdoor dining on many sidewalks. Outdoor dining furniture must also contribute to the overall atmosphere of Downtown and, if applicable, to any historic property or district, and be complementary in both appearance and quality.
   - *Colors*. Tables may be painted, anodized, colored or of a natural unpainted material (e.g., all-weather wood, metal, wicker, etc.). Tables are not permitted to be white plastic. In general, fluorescent or other strikingly bright or vivid colors will not be approved unless part of a discernible theme other than simply to gain attention.
   - *Size and Shape*. The size and shape of tables strongly affects the functionality of an outdoor dining area. Due to many of the narrow sidewalks, restaurants should strive for space efficient seating layouts and furniture configuration. Square or rectangular tables are strongly recommended as such tables may fit flush against a building's wall and can permit more usable surface area for patrons while at the same time leaving more space available for pedestrians.
   - *Durability*. All tables and chairs shall be of sturdy construction and made of quality materials.

g. *Heaters and Fans.* Heaters and Fans are permitted provided that they do not impede pedestrian circulation within the outdoor dining area. Heaters and fans incorporated into approved awnings projecting from the building are preferred.

h. *Prohibited*. Any furniture and fixtures other than tables, chairs, lighting, and umbrellas are prohibited. This includes, but is not limited to: serving stations, bar counters, shelves, racks, sofas, televisions, trash receptacles, and torches. Furniture that is lightweight and thus subject to being blown around during wind and sudden storm events is prohibited; as such, most plastic furniture is unacceptable.



Outdoor tables shall contribute to the overall atmosphere of the Downtown



Umbrella colors shall blend with the surrounding built environment

4. *Shade Structures and Umbrellas*. Umbrellas can add a welcoming feel to outdoor dining areas, and provide shelter from the elements; making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted. Pop-up tents and freestanding canopies are not permitted. All umbrellas must comply with the following conditions:
   a. *Contained within the Outdoor Seating Area*. To ensure effective pedestrian flow, all parts of any umbrella (including the fabric and supporting ribs) must be contained entirely within the outdoor seating area.
   b. *Height*. The lowest dimension of an extended umbrella must be at least seven feet above the sidewalk surface. In order to avoid causing an undue visual obstruction of other businesses, umbrellas must not exceed a height of ten feet above the level of the sidewalk. These measurements must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.
   c. *Colors*. Umbrellas must blend appropriately with the surrounding built environment. Umbrellas must be of one solid color. In general, fluorescent or other strikingly bright or vivid colors will not be approved unless part of a discernible theme other than simply to gain attention. Signage and wording are not permitted.
   d. *Size and Shape*. The size and shape of an umbrella strongly affects its functionality within a constrained space such as an outdoor dining area. Due to the narrow measurements of most restaurants' outdoor dining areas, restaurants using umbrellas should strive for space-efficient umbrella designs.
   e. *Market-Style Umbrellas*. Market style umbrellas (those designed specifically for patio or outdoor dining use, and which vent breezes) are preferred.
   f. *Material.* Umbrella fabric must be of a material suitable for outdoor use, and must be canvas-type. No plastic fabrics, plastic/vinyl-laminated fabrics, or any type of rigid materials are permitted for use as umbrellas within an outdoor dining area.
   g. *Removable*. Umbrellas must be able to be removed each night or during strong storms and stored inside, for the safety of pedestrians and surrounding business.
   h. *Awnings*. Awnings are allowed subject to the same color and material requirements as umbrellas.

5. *Lighting*:
   a. *All-Weather*. Lighting used within an outdoor dining area must be specifically made for outdoor use, and must have a hardwired electrical connection.
   b. *Matching*. All lighting used within an outdoor dining area should match each other by being of visually similar design, construction, and color.
   c. *Height*. The lowest dimension of lighting must be at least seven feet above the sidewalk surface. In order to avoid causing an undue visual obstruction of other businesses, lighting must not exceed a height of ten feet.
   d. *Color Temperature and Brightness of Lighting*. Lighting should be of a color temperature between 2,500 Kelvin and 3,000 Kelvin; 2,700 Kelvin is ideal. All lighting must be dimmable, and must not exceed the brightness of public street lighting as determined by the Director.
   e. *Maintenance*. Lighting must be kept in proper working order at all times. Burnt out lighting must be replaced promptly (within one working day).
   f. *Lighting Source*. The light must not contain any glare producing surfaces or inappropriate lighting (blinking, fluorescent, neon lights, etc).
   g. *Support*. Lighting must not be secure to trees, lamp posts, street signs, hydrants, or any other street infrastructure by means of ropes, chains, or any other such devices.
   h. *Signage or Wording*. Lighting must not contain signage for the restaurant or for any other entity in the form of wording, logos, drawings, pictorial or photographic representations, or any other likewise identifying characteristic.
   i. *Power Cords*. Lighting must be hardwired in an electrical conduit. Power cords and similar methods of power are not allowed.
6. *Accessibility*. The outdoor dining area must meet the minimum applicable requirements under the Americans with Disabilities Act (ADA) and the California Building Code (CBC).
7. *Fire Safety*. Area shall be designed and operated so that it is in compliance with regulations regarding access to building openings, fire lanes, use of combustible materials and other fire safety measures as identified in the ESMC and other applicable law.



Outdoor lighting is recommended to enhance the pedestrian atmosphere and create a sense of vibrancy in the Downtown







Wide, pedestrian-friendly sidewalks activate the Downtown by providing usable spaces for outdoor dining and informal pedestrian gathering areas

8. *Pedestrian Access*:
   a. *Clear Passage Area*. Six foot minimum clear passage area is required for pedestrian access between outdoor dining area and the curb where the sidewalk is at least eight feet. A wider clear passage area may be required for any of the previous conditions at the discretion of the Director of Community Development or his/her designee.
      - No sidewalk less than eight feet in width may be allowed to have outdoor dining.
9. *Business Setback*. Restaurants need to be mindful of adjoining businesses when using outdoor dining areas, making sure that neighboring businesses remain visible to pedestrians and motorists. If tall elements are used as part of the design, an applicant may be required to adjust the outdoor dining area's layout and/or distance from the adjoining property line (twenty-four inches or more) to ensure that this visibility is maintained.
10. *Dining Area Floor*. The floor of outdoor seating areas must be uncovered sidewalk as to provide continuity with the adjacent public right-of-way (does not apply to approved parklet configurations).

Parklets

Parklets are outdoor dining and gathering areas which are located adjacent to the public sidewalk and typically placed within an existing parking space adjacent to the roadway curb. Parklets are encouraged within the Downtown Specific Plan Area, but subject to a future Parklet's Program. Refer to Chapter 6 for additional information regarding the Parklet Program implementation.



CHAPTER 3: PUBLIC REALM - MULTIMODAL MOBILITY

A. Introduction

This section of the Specific Plan Update discusses the opportunities for improvement of mobility that reflect the needs and goals of the Downtown El Segundo community. The Multimodal Mobility chapter includes improvement opportunities related to the pedestrian network, bicycle circulation, public transit, vehicular circulation, and parking. This section supports the Specific Plan Update objectives related to the improvement of walkability and the pedestrian environment, encouragement of bicycle use, support of enhanced and efficient mobility opportunities for walking, driving, bicycling, and transit, and the development of a comprehensive parking plan. They are also designed to reinforce the Planning Principles established within Chapter 1 of this document.

Planning Principles Related to Multimodal Mobility:

- ☑ ***Expanded Mobility –*** Support enhanced and efficient mobility opportunities for walking, driving, bicycling, and transit.
- ☑ ***Pedestrians and Bicycles –*** Improve walkability and the pedestrian environment and encourage bicycle use with additional bicycle improvements and amenities.
- ☑ ***Improved Public Parking*** – Develop a comprehensive parking plan with increased parking wayfinding signage and facilitate innovative methods for parking such as shared parking agreements.

The opportunities presented within this Multimodal Mobility section can enhance the comfortability of walking, biking, and taking transit, to create a Downtown El Segundo in which community and atmosphere is emphasized in addition to vehicular mobility. This section also includes improvement opportunities for the Downtown corridors of Main Street, Grand Avenue, and Richmond Street that could enhance multimodal mobility. It is not the intent of this chapter to provide specific street geometric design standards rather, it is to suggest design-oriented treatments of the street environment. Refer to streetscape amenities and beautification recommendations in Chapter 4 for additional information and requirements.



Walking is an important mode of access within a vibrant Downtown

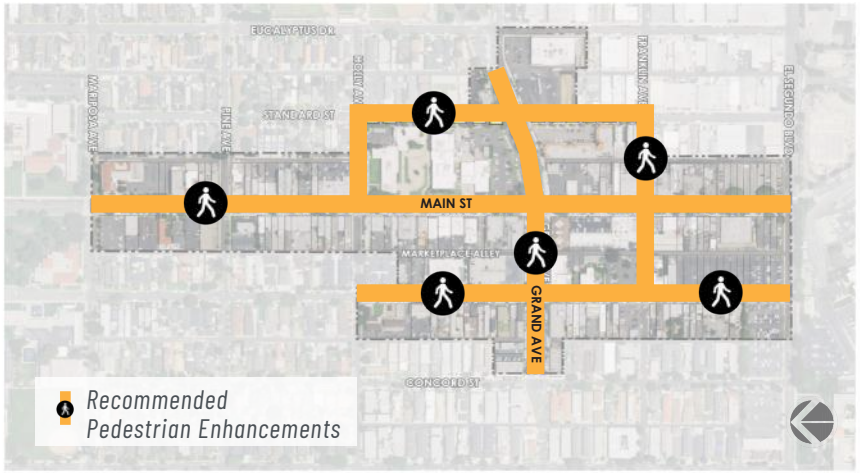


Figure 3.1 ***Pedestrian Circulation Map***

B. Pedestrian Network

Opportunities for the improvement of the pedestrian network in this section focus on improving access and comfortability on both sidewalks and at roadway crossings. During the public engagement period for the Specific Plan Update, respondents showed strong support for walkability improvements within Downtown, with almost two-thirds of survey respondents listing enhanced walkability among their top three priorities. Additionally, walking is an important mode of access for Downtown El Segundo, as almost ninety percent of survey respondents listed walking as one of their typical mode of travel choice for getting to Downtown.

The Smoky Hollow Specific Plan has identified improvements along Franklin Avenue which include artistic crosswalks and potential future "woonerf" which are envisioned to transform the street into a pedestrian and bike-friendly connection between Smoky Hollow and the Downtown. See additional standards and requirements for Franklin Avenue within the Smoky Hollow Specific Plan.

1. Sidewalks and Pedestrian Streetscape

The pedestrian experience plays a very important part in the functionality and the economic health of the Downtown environment and sidewalks are a key component of the Downtown pedestrian circulation network. Sidewalks provide pedestrian access to virtually every activity and provide critical connections between other modes of travel, including the automobile, public transit, and bicycles. Wide sidewalks, street trees and landscaping, and consistent street furnishings all contribute to a desirable pedestrian street scene. Sidewalks must be wide enough to be comfortable, with smooth paving and special accent paving in select locations, and buffering provided from vehicular traffic. Crosswalk design, traffic control devices, and visual markers all are important in encouraging pedestrian use.

Currently, pedestrian facilities are provided throughout Downtown, including sidewalks on all streets. While sidewalks exist throughout Downtown, some existing mobility challenges were observed. In some locations, the sidewalk is obstructed or damaged by trees, which can affect the pedestrian experience. While sidewalk amenities, such as benches, promote visitor comfortability, they also result in narrowed walkways in some areas.

Vehicular ingress and egress throughout Downtown present comfortability challenges to pedestrians as well. Many driveways have limited visibility to the sidewalk in advance of the exit, which could make it difficult for drivers exiting the structure to see pedestrians. Additionally, in most locations where the sidewalk is interrupted by a driveway, the curb cuts do not feature ADA-compliant curb ramps, resulting in degraded comfortability and access for those using mobility devices.

The following general improvements should be implemented to provide a more comfortable pedestrian experience in Downtown El Segundo (see Figure 3.1, Pedestrian Circulation Map):

1. Sidewalk surface should be stable, firm, smooth, and slip resistant.
2. Sidewalks shall have a "through pedestrian zone" that is kept clear of any fixtures and/or obstructions. A minimum of four feet shall be reserved to allow for two people to walk comfortably side by side and in accordance with the Americans with Disabilities Act (ADA) requirements.
3. Potted plants, raised planters, streetscape elements and/or landscaped parkways should be used to define the sidewalk edge and provide a buffer between pedestrians and moving vehicles where feasible.
4. Integrate streetscape amenities and beautification recommendations established in Chapter 4 of this document.
5. Add mirrors to parking structure, driveway, and alleyway exits to increase the visibility of approaching pedestrians.
6. Remove sidewalk obstructions or re-route around obstructions, such as trees, to increase accessibility, especially for those using wheeled devices.
7. Upgrade curb cuts at driveways and alleyways to ADA-compliant curb ramps to improve accessibility for those using mobility devices.



Midblock crosswalk on Main Street between Holly Avenue and Pine Avenue

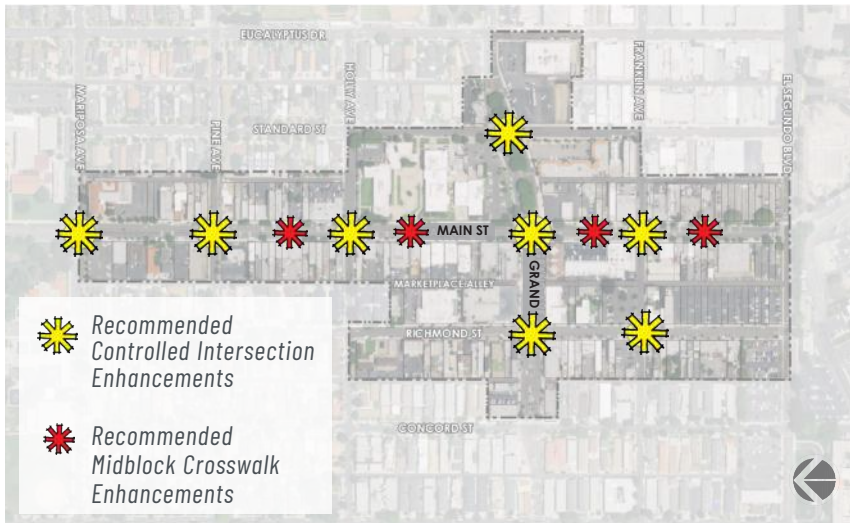


Figure 3.2 ***Pedestrian Crossing Map***

2. Pedestrian Crossings

Pedestrian crossings are currently provided throughout Downtown, at both intersections and at some midblock locations. There are four midblock crosswalks, all located on Main Street, which feature pedestrian-activated in-road flashing lights, crosswalk signs, and yield paddles. These midblock crossings lack crosswalk lines, which reduces their visibility to drivers.

While some intersection pedestrian crossings in Downtown El Segundo feature ADA-compliant curb ramps with truncated domes, most lack these accessibility enhancements. Additionally, most crosswalks lack edge lines and striping. Both signalized intersections in Downtown do not provide pedestrian countdown on the signal heads.

Midblock Crosswalks

The following walkability enhancements should be considered at the four existing midblock crosswalks along Main Street (see Figure 3.2, Pedestrian Crossing Map):

1. Install pedestrian signals to better alert drivers to crossing pedestrians and encourage signal compliance.
2. Install raised crosswalks for better visibility and awareness of crossing pedestrians.
3. Crosswalks should provide decorative paving or continental-style striping to increase their visibility. At a minimum, the crosswalk edge-lines shall be striped to meet California Manual on Uniform Traffic Control Device (MUTCD) standards.
4. To better serve users with mobility challenges, upgrade ramps to meet ADA compliance by adding truncated domes, modifying pedestrian push button locations relative to the ramp, and providing audible push buttons.

Controlled Intersection Crosswalks

The following walkability enhancements should be considered at controlled intersections (see Figure 3.2, Pedestrian Crossing Map):

1. Upgrade curb ramps to meet ADA compliance by adding truncated domes and modifying pedestrian push buttons.
2. Crosswalks should provide decorative paving or continental-style striping to increase their visibility. At a minimum, the crosswalk edge-lines shall be striped to meet California Manual on Uniform Traffic Control Device (MUTCD) standards.
3. At signalized intersections, install pedestrian countdown heads to meet current standards and inform pedestrians of the remaining walk time available.
4. Ensure that pedestrian signals comply with current MUTCD pedestrian clearance time standards, with a standard walking speed of 3.5 feet per second.

3. Pedestrian Paseos

Paseos are pedestrian-only pathways that provide opportunities to create unique public spaces. Paseos provide internal connections between the roadways and alleyways and allow for pedestrian-friendly activities to occur. Paseos provide linkages between public parking areas and the alleyway and street environment and connections between residential and commercial areas.

The Specific Plan area has existing paseos at Handprint Alley, located between Main Street and Marketplace Alley, and Butterfly Lane Alley, located between Main Street and the alleyway west of Standard Street. These paseos should be enhanced with paseo improvements listed below where feasible, and accentuated with wayfinding signage, accent lighting, and decorative paving at the entry on Main Street to provide increased visibility.

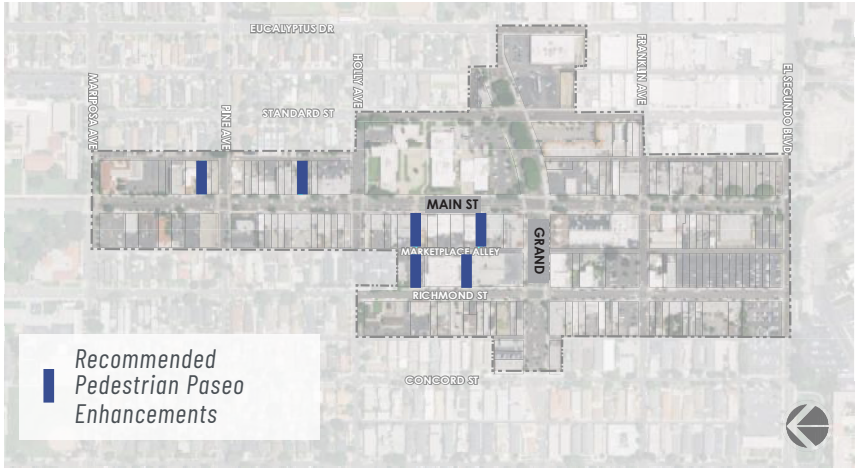
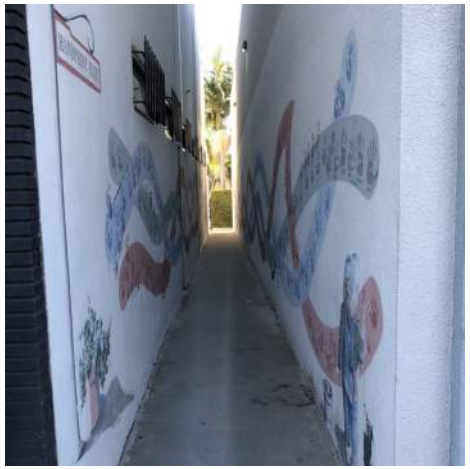


Figure 3.3 ***Pedestrian Paseo Map***



Handprint Alley is an existing Downtown pedestrian paseo which integrates public art to make a narrow space more appealing

Additional paseos are recommended throughout the Specific Plan area to further enhance pedestrian access, promote walkability, and increase opportunities for community gathering. Paseos are suggested at existing parking lots, such as between Main Street and Richmond Street, to provide opportunities for pedestrian linkages to the roadways, alleyways, and existing public parking. Paseo improvements should also be utilized at the existing public walkways located between primary roadways and alleyways, such as the walkway west of the existing public parking structure at Grand Avenue and Richmond Street, to activate the use of these pedestrian linkages.



Paseos provide off-street linkages and allow for unique pedestrian spaces

The following enhancements should be considered at paseos (see Figure 3.3, Pedestrian Paseo Map):

1. The pedestrian entry to paseos should be highly visible from the public right-of-way. Consider the consistent use of vertical elements within the streetscape as wayfinding devices at paseo entries such as arched entry elements, trellises, banners and hanging plants on light poles, and/or large potted plants.
2. An intensive wayfinding program should be used in paseos to direct and orient pedestrians to key areas in the Downtown.
3. Paseos should include pedestrian amenities such as seating, landscaping, special paving treatment, and public art and be well lit utilizing pedestrian scale decorative lighting to create safe and usable spaces that are visually appealing at all hours.
4. Paseos shall be ADA accessible and accommodate emergency access as required.

C. Bicycle Circulation

Opportunities for the improvement of the bicycle network in this section focus on comfortability, connection to existing Citywide bicycle facilities, and convenience. During the public engagement period for the Specific Plan Update, almost half of survey respondents listed biking as one of their typical modes of travel for visiting Downtown El Segundo, suggesting the importance of enhanced bicycle mobility in Downtown's transportation future.

Bicycle Lanes

Currently, bicycle facilities in Downtown El Segundo consist of Class III bicycle routes with on-pavement shared lane markings, also known as "sharrows", on Main Street and Grand Avenue. West of Downtown, Class II bike lanes currently exist along Grand Avenue, between Loma Vista Street and Vista Del Mar, providing bicycle access to El Segundo Beach. The Specific Plan Update envisions the enhancement of east-west bicycle facilities through Downtown to connect to these Class II bike lanes, providing improved bicycle mobility between Downtown and other points of interest in the City, such as El Segundo Beach (see Figure 3.4, Bicycle Circulation Map, and Section E, Vehicular Circulation, for additional information).

The Class III bicycle route along Main Street connects El Segundo Boulevard in the south to Imperial Avenue in the north, providing direct access to City Hall, within Downtown El Segundo, and Library Park and El Segundo High School, north of the Specific Plan area. The Specific Plan Update envisions improved bicycle comfortability along this corridor, without compromising direct access to these points of interest.



A Class III bicycle route with "sharrow" lane marking

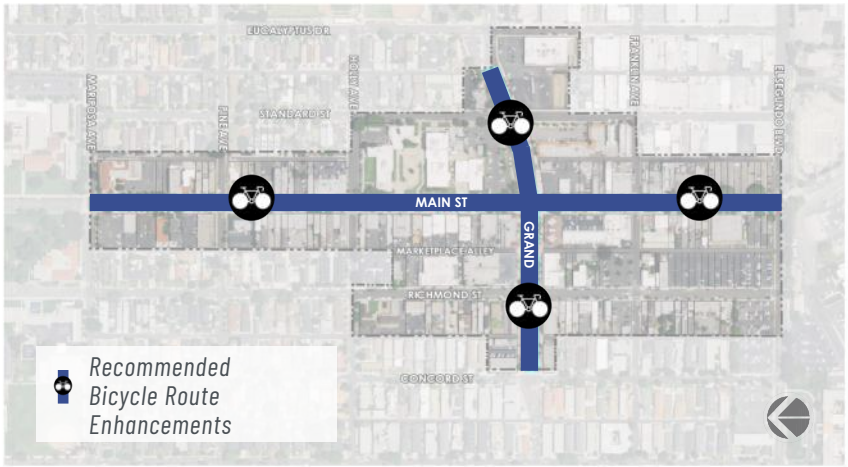


Figure 3.4 ***Bicycle Circulation Map***



Existing bicycle wayfinding sign on Grand Avenue

Bicycle Accommodation and Wayfinding

The bicycle facilities in Downtown El Segundo are supported by route signage, wayfinding signage for area destinations, and decorative bicycle racks with a Downtown El Segundo themed-design.

While existing bicycle racks provide short-term parking and add an element of placemaking, a bicycle hub, consisting of a gated area with controlled access, could be installed in the parking structure for more secure and longer-term parking. The bicycle hub could also feature a repair station, with basic tools such as wrenches and pumps, to support the convenience of bicycle travel to and from Downtown.

Enhanced bicycle wayfinding signage, such as maps which show area bicycle routes and destinations, could be installed at Downtown gateway points and at the intersection of the two existing bike routes, at Main Street and Grand Avenue. This upgraded wayfinding can support bicycle navigation and comfortability throughout the Downtown. Refer to Chapter 4, Section B, Gateway and Wayfinding Signage for additional information.

D. Public Transit

Opportunities for the improvement of public transit in this section focus on efficiency of transit service and comfortability of transit stop amenities. During the public engagement for the Specific Plan Update, less than one percent of survey respondents listed public transit as one of their typical modes for visiting Downtown El Segundo. Envisioning a more efficient and comfortable transit environment in Downtown could help to increase ridership and improve access for those who rely on or choose to utilize public transit.

Transit Stakeholders Discussion

In May 2022, a virtual transit stakeholders meeting was held, in which representatives from transportation service providers in and around Downtown El Segundo shared their goals and discussed opportunities to be incorporated into the Specific Plan Update. Topics discussed included service-related items, such as coordination between the City and Beach Cities Transit about Main Street closure detours, as well as transit stop attributes such as shelters and bus zone lengths.

Transit Service

Downtown El Segundo is served by Beach Cities Transit and City of El Segundo Transportation. During temporary closures of Main Street between Holly Avenue and Grand Avenue, the bus lines operating on the corridor are re-routed. Below is a list of the bus routes that provide service to and around Downtown:

- *Beach Cities Transit Line 109* – Line 109 connects LAX and Torrance via El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach. In Downtown El Segundo, this line runs along Main Street and Grand Avenue. This line has headways of 40-50 minutes during weekdays.
- *Lunchtime Shuttle* – Lunchtime Shuttle services were suspended during the COVID-19 pandemic and had not resumed as of Winter 2023. Previously, the City of El Segundo Transportation Lunchtime Shuttle operated on a continuous loop between Downtown El Segundo and the Smoky Hollow area to the east from 11:45 to 2pm on weekdays.
- *Beach Shuttle* – Following suspended service during the COVID-19 pandemic, the City partnered with Swoop, Inc. to resume Beach Shuttle service for the 2022 summer season. The Beach Shuttle operates between El Segundo and El Porto Beach during the El Segundo Unified School District summer break. There are several stops located near Downtown.
- *Dial-a-Ride* – The City currently operates Dial-a-Ride (DAR) service in partnership with Lyft. DAR primarily focuses on enhancing accessibility for seniors and disabled residents. The service operates on weekdays and serves the entirety of Downtown.

The following improvements to transit service should be considered to enhance mobility to, from, and within Downtown El Segundo (see Figure 3.5, Transit Stop Map, and Chapter 4, Section C.c, Bus Shelters and Transit Stops, for additional information):

1. Coordinate with Beach Cities Transit on their ongoing short-range transportation plan development to ensure that Line 109 continues to serve Downtown El Segundo and identify opportunities to increase service frequency or hours of service.
2. Continue operating the Beach Shuttle each summer through public-private partnerships.
3. Continue operating DAR through public-private partnerships with expanded service hours, including evenings and weekends.

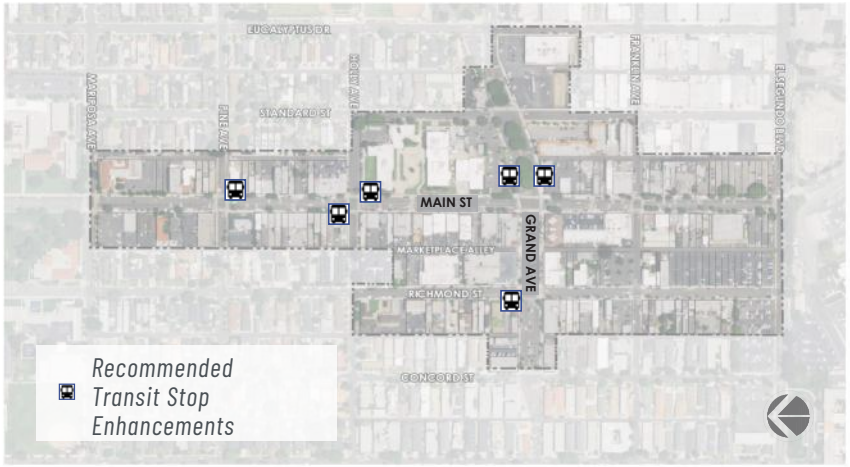


Figure 3.5 ***Transit Stop Map***

4. Investigate public-private partnership opportunities and/or otherwise resume operation of the Lunch Time Shuttle or similar service. Upon resumption, expand service hours to include early mornings and evenings to provide a First-and-Last-Mile commuting solution and enhance the dinnertime connections between Downtown El Segundo, Smoky Hollow, and the east part of the City.
5. Continue communication between City Hall, Beach Cities Transit, and the El Segundo Police Department to enhance public outreach regarding temporary closures of Main Street and subsequent transit service detours.
6. Conduct a public/mass transit study to increase ridership on BCT buses and the City's other transit services as well as ensure adequate service to the north portion of Main Street, near Pine and Mariposa Avenues

Transit Infrastructure

Currently, the facilities featured at bus stops within Downtown vary by stop. Some include a bench and waste bin, while others provide no accommodations. There are two existing bus stops featuring shelters, one on Main Street within the temporary closure area, and one on Grand Avenue between Standard Street and Eucalyptus Drive. The following bus stop enhancements should be considered to improve transit mobility and rider comfortability in Downtown El Segundo:

1. Provide transit shelters at Downtown bus stops, where space allows. Transit shelters could be designed to reflect City or Downtown community aesthetic desires.
2. At a minimum, include a bench and waste bin at each bus stop.
3. Increase bus zone length by extending red curb at stops, to at least thirty-five feet where feasible.

E. Vehicular Circulation

Opportunities for the improvement of vehicular circulation in this section focus on multi-modal operations at intersections and placemaking considerations along roadway segments. During the public engagement period for the Specific Plan Update, just over two-thirds of survey respondents listed driving as one of their typical modes for visiting Downtown El Segundo, suggesting vehicular access to be an important value for the Downtown community.

During the development of the Specific Plan Update, a level of service (LOS) study was conducted to evaluate the state of vehicular circulation within Downtown. Current LOS was studied at the following three intersections, all of which were determined to operate acceptably:

- Main Street and Mariposa Avenue
- Main Street and Grand Avenue
- Main Street and El Segundo Boulevard

While it is important to recognize how people get to Downtown, it is equally important to understand why they come and what they expect once they get there. The livability and attraction of a successful Downtown is connected to the design of its streets. Large and walkable sidewalks, reduced travel lanes that are easy to cross, slower traffic, and amenities such as places to sit, pedestrian lighting, signage, and special paving all influence the user's experience.

The following section discusses the current, preferred, and alternate roadway configurations for Main Street, Grand Avenue, and Richmond Street. Main Street and Grand Avenue are the primary corridors for vehicular circulation within Downtown, and Richmond Street is notable for its change in vehicular access during the COVID-19 pandemic. This section proposes re-configuration opportunities on Main Street, Grand Avenue, and Richmond Street, which improve pedestrian mobility throughout Downtown and serve Specific Plan objectives.

Note: The Smoky Hollow Specific Plan has identified potential one-way traffic improvements along portions of Standard Street and Eucalyptus Drive to increase on-street parking. See additional standards and requirements for Franklin Avenue within the Smoky Hollow Specific Plan.

1. Main Street

Main Street is the primary north-south corridor in Downtown El Segundo. Main Street is a four-lane collector north of Grand Avenue and a four-lane secondary arterial south of Grand Avenue, as designated in the El Segundo General Plan Circulation Element. Within Downtown, Main Street provides parallel on-street parking and the speed limit on Main Street is twenty-five miles per hour (mph). Some stop-controlled intersections on Main Street are enhanced with light-emitting diode (LED) flashing stop signs, such as the intersection with Franklin Avenue. The typical existing roadway cross-section of Main Street in the Downtown is eighty feet, with four ten foot travel lanes (two in each direction) with bike "sharrows", twelve foot wide sidewalks, and two eight foot parking lanes (see Figure 3.6, Main Street Existing Road Section).

The segment of Main Street from Grand Avenue to El Segundo Boulevard is designated as a Truck Route in the General Plan Circulation Element and is marked by signage. This segment is also a designated Class III bicycle route, marked with "sharrows". The Preferred Roadway Concept for Main Street proposes a reduction in the number of travel lanes on Main Street from two lanes in each direction to one lane in each direction, which, depending on the purpose and use of this Truck Route, could increase the potential for truck-bicycle interactions.

A future truck route study is recommended to further investigate the purpose and use of the existing truck route. Refer to the Implementation Action Plan in Chapter 6 for additional information.



Figure 3.6 ***Main Street Existing Road Section***

Preferred Concept

The proposed Pedestrian Mobility Emphasis concept for Main Street envisions enhanced pedestrian comfort and outdoor gathering opportunities, with wider sidewalks and outdoor dining, and new Class II bike lanes (see Figure 3.7, Main Street Preferred Road Section). The designated bike lanes provide greater horizontal separation between cyclists and vehicular traffic than the existing Class III "sharrow" bike routes and the reduced and narrowed travel lanes allow for widened sidewalks with expanded pedestrian uses and outdoor dining opportunities. The Pedestrian Mobility Emphasis concept maintains the existing parallel parking spaces on both sides of the street and is expected to maintain a similar parking supply along Main Street as exists today.

Main Street is anticipated to host occasional or periodic street closures for community events including the weekly Farmers Market which may be partial closures of any street blocks between El Segundo Boulevard and Mariposa Avenue. Additionally, a future traffic study is recommended to analyze the potential long-term closure of Main Street to vehicles. Refer to Chapter 6 for additional information.

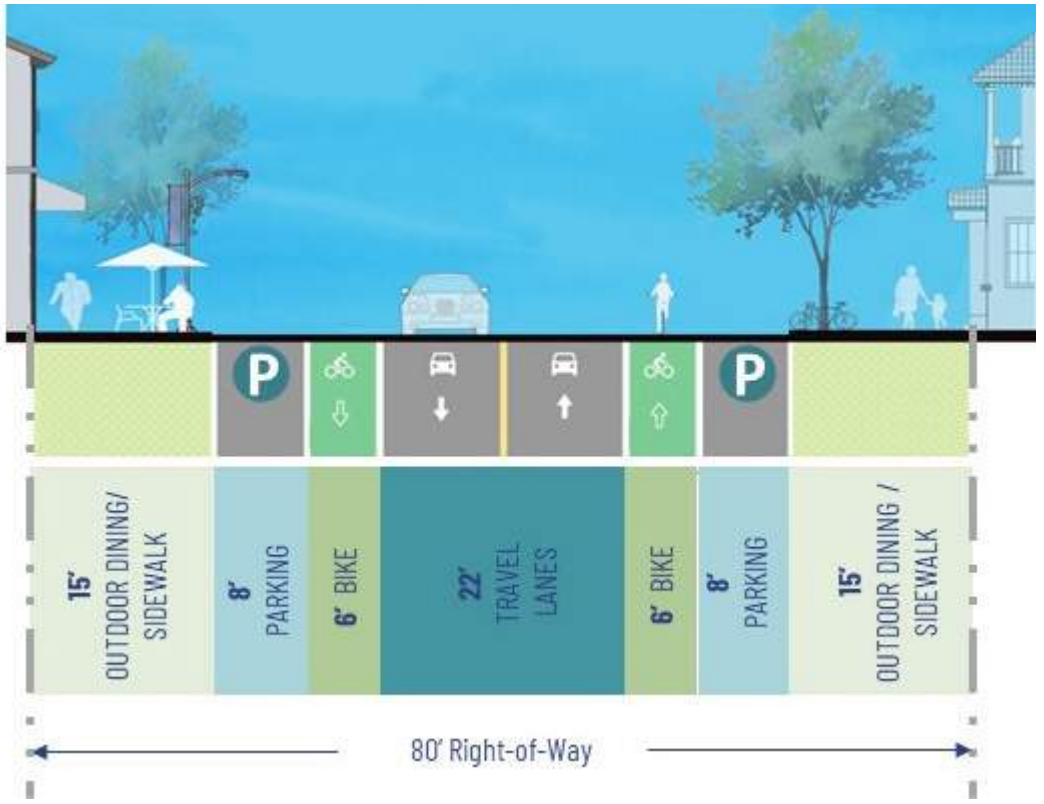


Figure 3.7 ***Main Street Preferred Road Section***

Alternative Concept

The Bicycle Mobility Emphasis alternative concept for Main Street envisions enhanced cyclist comfort with Class II buffered bike lanes (see Figure 3.8, Main Street Alternative Road Section). Buffered bike lanes provide greater horizontal separation between cyclists and vehicular traffic than the existing Class III "sharrow" bike routes and can be enhanced with conflict-zone striping for increased visibility. The Bicycle Mobility Emphasis concept is expected to maintain a similar parking supply along Main Street as exists today, since parallel parking is maintained on both sides of the street.

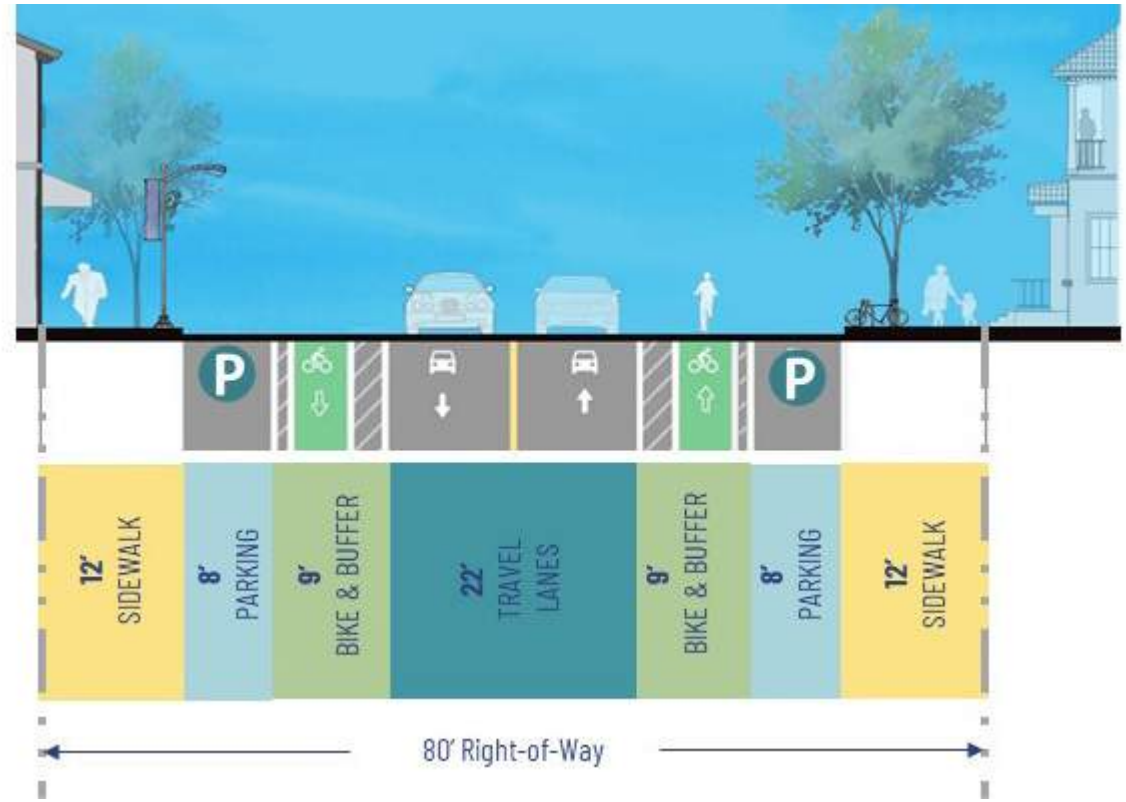


Figure 3.8 ***Main Street Alternative Road Section***

2. Grand Avenue

Grand Avenue is a four lane east-west secondary arterial in Downtown El Segundo, with a raised center median. Grand Avenue provides parallel parking for the entire extent of Downtown on both sides of the street and includes median parking between Main Street and Concord Street. Grand Avenue is a dedicated bicycle route and truck route, and the speed limit is twenty-five mph.

The typical roadway cross section of Grand Avenue between Main Street and Concord Street is one hundred feet, with four eleven foot travel lanes (two travel lanes in each direction) with bike "sharrows", ten foot wide sidewalks, four eight foot parking lanes (including two along the median), and a four foot median (see Figure 3.9 Grand Avenue Existing Road Section). The cross section east of Main Street is similar, but it features a wider median that tapers off toward Eucalyptus Street.

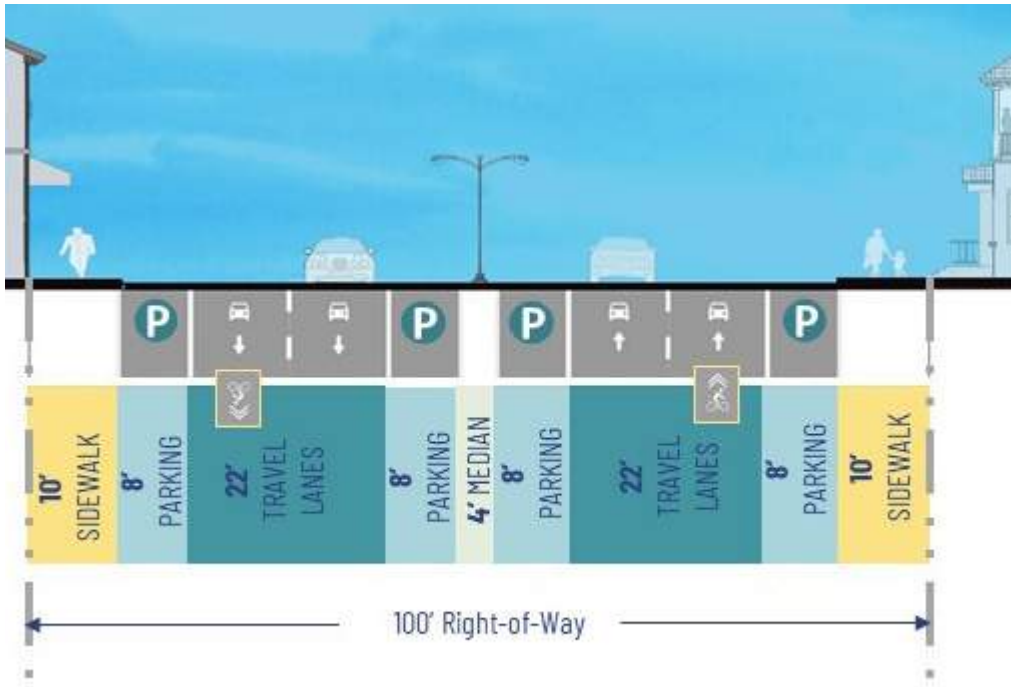


Figure 3.9 ***Grand Avenue Existing Road Section***

Preferred Concept

The preferred Grand Avenue Pedestrian Mobility Emphasis concept envisions enhanced pedestrian comfort and outdoor gathering opportunities, with wider sidewalks and outdoor dining, while maintaining the existing Class III bike route "sharrows" (see Figure 3.10, Grand Avenue Preferred Road Section). This concept involves the conversion of parallel parking spaces on both sides of the street and along both sides of the median to angled parking to allow for wider sidewalks and outdoor dining and includes a widened central median. Though angled parking allows a higher parking space capacity over the same distance as compared to parallel parking, the removal of the median parking spaces would result in a net loss in current parking spaces along the corridor. Depending on final design, the net loss of parking on Grand Avenue under this concept could range from about ten percent to about twenty percent.

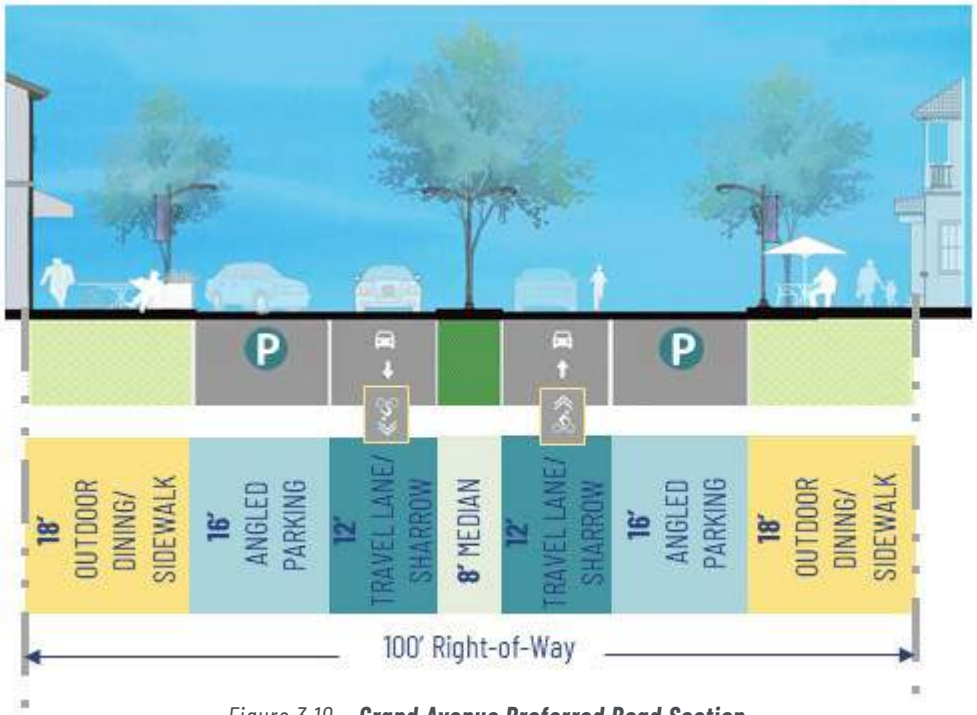


Figure 3.10 ***Grand Avenue Preferred Road Section***

Alternative Concepts

There are two Bicycle Mobility Emphasis alternatives developed for Grand Avenue that provide enhanced cyclist comfort through the creation of dedicated bicycle facilities: Class II bike lanes and Class IV protected bikeway (Cycle-Track) which are illustrated in Figures 3.11 and 3.12.

- *Class II Bike Lane Alternative*: The Class II concept envisions enhanced cyclist comfort with buffered bike lanes (see Figure 3.11, Grand Avenue Class II Alternative Road Section). Buffered bike lanes provide greater horizontal separation between cyclists and vehicular traffic than the existing Class III "sharrow" bike routes and can be enhanced with conflict-zone striping for increased visibility. As Class II bike lanes currently exist on Grand Avenue west of Downtown, these concepts would further connect El Segundo's citywide bike lane network and increase mobility to, from, and through Downtown. The Bicycle Mobility Emphasis would provide about half the number of parking spaces as currently exists along Grand Avenue, as median parking would be removed, and curb lane parallel parking would be maintained.

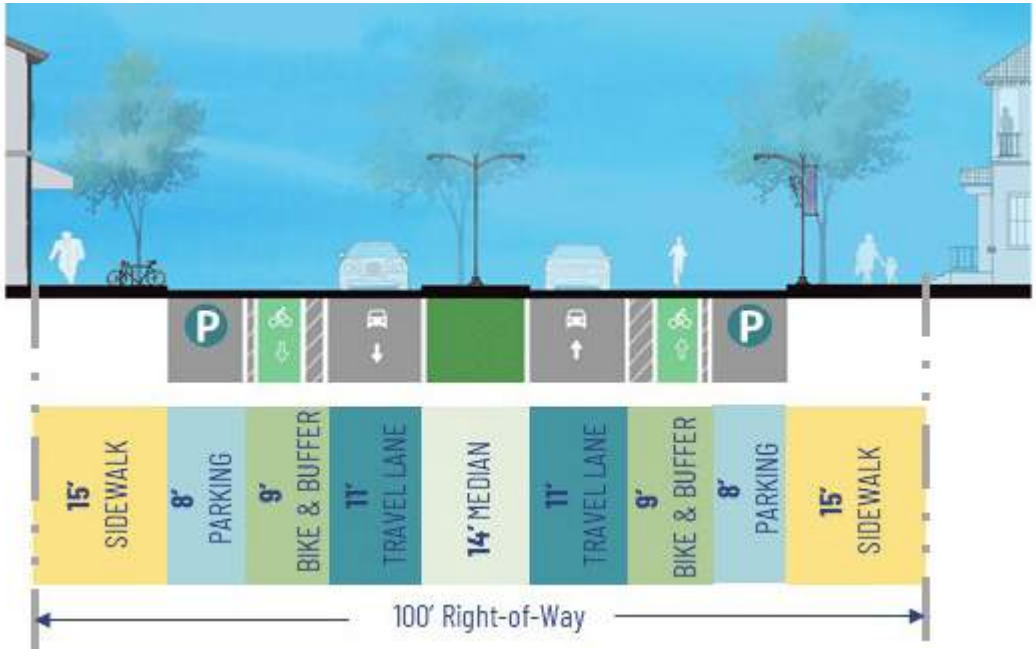


Figure 3.11 ***Grand Avenue Class II Alternative Road Section***

- *Cycle-Track Alternative*: The Cycle-Track concept includes a two-way Class IV protected bikeway on one side of the street (see Figure 3.12, Grand Avenue Cycle-Track Alternative Road Section). Class IV protected bikeways feature both horizontal and vertical (a lane of parked vehicles) separation between cyclists and vehicular traffic. The Buffered Bike Lanes concept provides greater horizontal separation between vehicle travel lanes and cyclists than the current Class III "sharrows" bike route, but not does provide protected facilities. However, vehicles wishing to ingress and egress the on-street parking must pass through the bike lanes and yield to cyclists, creating more potential conflicts than the Cycle-Track concept. The Cycle-Track concept would provide similar parking supply along the corridor to that of the Pedestrian Mobility Emphasis concept, with about a ten percent to twenty percent reduction in spaces.

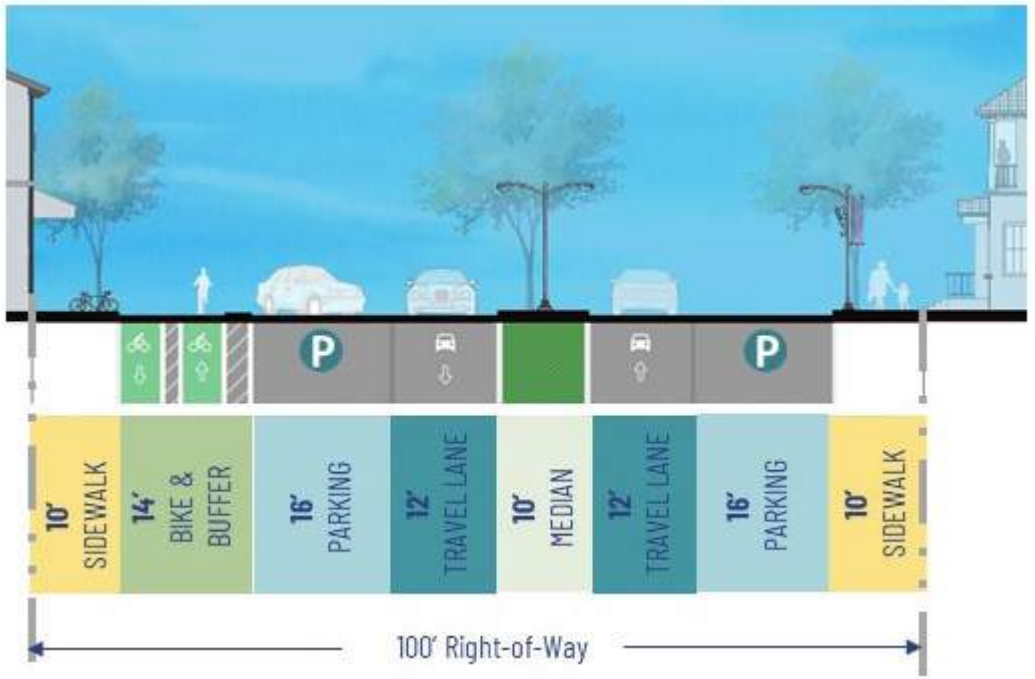


Figure 3.12 ***Grand Avenue Cycle-Track Alternative Road Section***

3. Richmond Street

Richmond Street is a two lane north-south local street in Downtown El Segundo. Richmond Street provides on-street parking for the entire length of Downtown, and includes angled parking on the west side of the street between El Segundo Boulevard and the midblock crossing north of Grand Avenue. The speed limit on Richmond Street is twenty-five mph. Beginning during the COVID-19 pandemic, the half-block of Richmond Street south of Grand Avenue was temporarily closed to vehicular traffic to provide expanded outdoor dining opportunities. Additional options for flexible use of space for continued pedestrian comfort, outdoor dining, and events on Richmond Street are also discussed in Section E.5, Street Closure Placemaking. The typical roadway cross section of Richmond Street between Franklin Avenue and Grand Avenue is sixty feet and it consists of two eleven foot travel lanes (one in each direction), an eight foot wide sidewalk on the west side of the street, ten foot wide sidewalk on the east side, thirteen foot angled parking lane on the west side, and a seven foot parallel parking lane on the east side (see Figure 3.13, Richmond Street Existing Road Section).

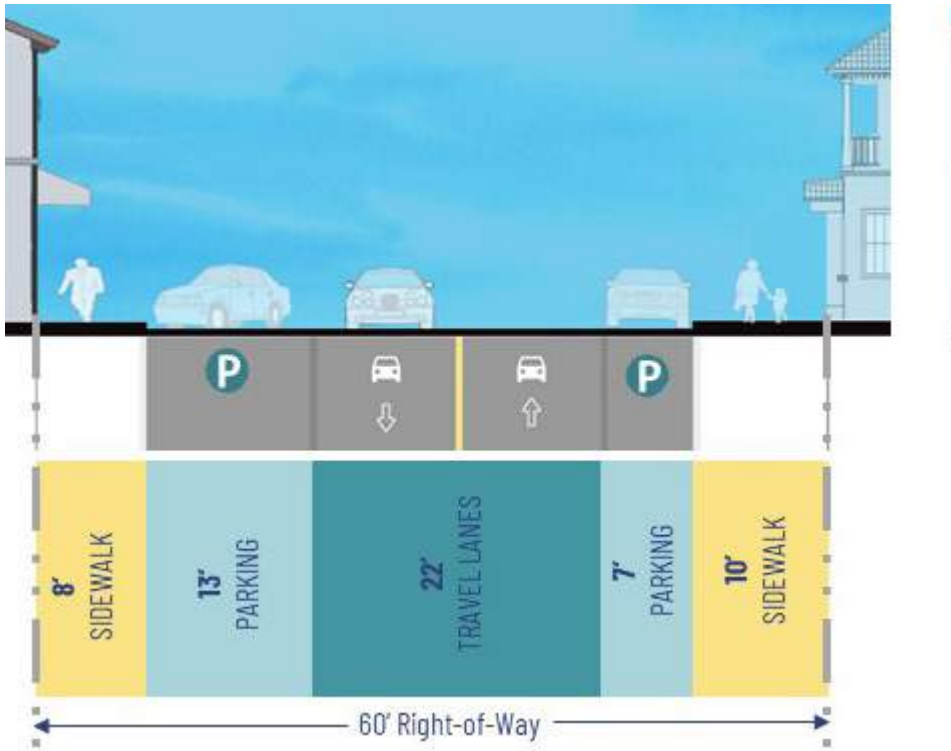


Figure 3.13 ***Richmond Street Existing Road Section***

Preferred Concept

The preferred Richmond Street Sidewalk Dining concept for the area between Franklin Avenue and Grand Avenue envisions enhanced pedestrian comfort and expanded outdoor gathering opportunities with wider sidewalks and outdoor dining and the continuation of two travel lanes (see Figure 3.14, Richmond Street Preferred Road Section). This concept would result in the removal of all parking spaces on this portion of the street and assumes a future parking structure would be developed adjacent to Richmond Street. The Sidewalk Dining concept for Richmond Street would provide similar vehicular capacity to the existing road section.

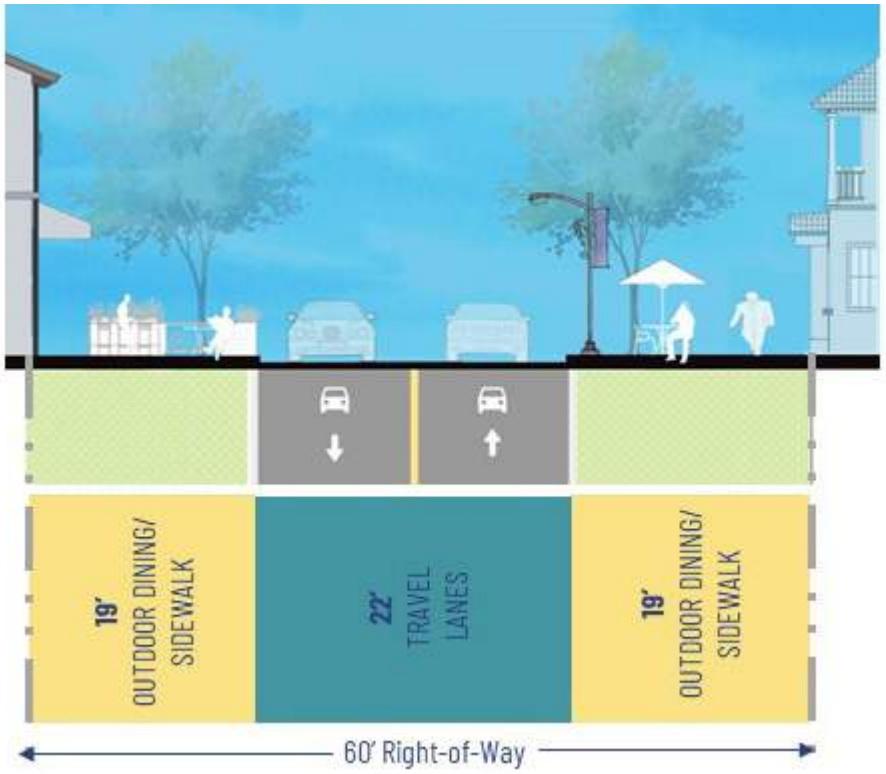


Figure 3.14 ***Richmond Street Preferred Road Section***

Alternative Concept

The Pedestrian Mall concept between Franklin Avenue and Grand Avenue envisions enhanced pedestrian comfort and expanded outdoor gathering opportunities with wider sidewalks and the removal of vehicular travel lanes to allow for an expanded permanent outdoor dining area with increased gathering opportunities (see Figure 3.15, Richmond Street Alternative Road Section). The Pedestrian Mall concept would result in the removal of all parking spaces on this portion of the street and assumes a future parking structure would be developed adjacent to Richmond Street. The Pedestrian Mall concept for Richmond Street would permanently restrict vehicular traffic in this portion of the street, except for emergency vehicle access. Refer to Section E.5, Street Closure Placemaking, for additional information.



Figure 3.15 ***Richmond Street Alternative Road Section***

4. Intersection Control

There are two signalized intersections in Downtown, at Main Street and Mariposa Avenue and at Main Street and Grand Avenue. All other intersections include one of the following control types:

- All-way stop control, in which vehicles on all approaches must stop.
- Side-street stop control, in which vehicles on side-street approaches must stop, while vehicles on major road approaches do not.

Downtown includes an extensive alleyway network, which provides access to off-street parking, business access, and truck circulation. Most intersections between alleyways and roadways are side-street stop-controlled, though many lack advance stop bars on the alley approach, which can increase right-of-way confusion and cause conflicts with cross-traffic pedestrians, bicyclists, or vehicles.

The following improvements should be considered to increase the multi-modal mobility of intersection control in Downtown:

1. Protected left turn phases could be added in all directions at the intersection of Main Street and Grand Avenue to reduce left turn conflicts with oncoming vehicles and pedestrians in the adjacent crosswalk.
2. All side-street stop-control intersections should include stop signs and stop bars on the controlled approaches to reduce right-of-way confusion.

5. Street Closure Placemaking

Street closures used for temporary or permanent public space add an opportunity for community gathering and establish a sense of community and provide locations for outdoor activities. These opportunities exist within many Downtown streets, but are currently implemented on portions of Main Street and Richmond Street.

Main Street

Main Street has in-road bollards that allow for temporary street closures for special events, such as the Farmer's Market. To continue serving Specific Plan Update objectives, including promoting a "village" character and a pedestrian friendly environment, this flexibility for temporary street closures should be maintained. Decorative paving is suggested in the travel lanes in this portion of Main Street to signify this special place. To enhance mobility throughout Downtown during closure events on Main Street, coordination and public outreach should be implemented as described in Section D, Public Transit.



Existing retractable in-road bollards on Main Street being used during Farmer's Market

Richmond Street

Beginning during the COVID-19 pandemic, the half-block of Richmond Street between Grand Avenue and Franklin Avenue was temporarily closed to vehicular traffic to provide expanded outdoor dining opportunities. This temporarily-closed area features dining tables and heat lamps to serve patrons of restaurants on the block.

During the public engagement period for the Specific Plan Update, one hundred and thirty stakeholders responded to the questions of "do you feel that Richmond Street between Grand Avenue and Franklin Avenue should be closed to vehicular traffic and redesigned as a pedestrian promenade?" Approximately eighty-four percent of respondents were in favor of this re-design, while another nine percent were in favor of occasional closure to vehicular traffic, similar to the current condition on Main Street.



Outdoor dining along Richmond Street during the temporary road closure





Pedestrian Malls provide Downtown placemaking opportunities and benefit the community with additional outdoor gathering areas

The temporary closure of the half-block of Richmond Street between Grand Avenue and Franklin Avenue should be expanded upon to provide ongoing placemaking opportunities and community gathering benefits to the Downtown, with one of the following options:

1. Permanently close the Pedestrian Mall segment using a combination of in-road bollards, similar to those on Main Street, and landscaping on both ends. The pavement could be resurfaced with pedestrian-scale material such as decorative concrete, pavers, or brick. This Pedestrian Mall is further discussed in Section E3.2, Richmond Street Alternative Concept.
2. Install in-road bollards or removable bollards at both ends of the Pedestrian Mall segment to allow ongoing temporary closures, while maintaining vehicle access during non-event periods.
   a. In-road bollard receptacles could also be implemented to allow for temporary road closures for events for the existing road section of Richmond Street (shown in Figure 3.13), or in conjunction with the Preferred Sidewalk Dining concept (shown in Figure 3.14).

While providing ongoing outdoor dining and placemaking amenities, continued closure of this segment of Richmond Street would restrict vehicular access and result in the removal of approximately twenty on-street parking spaces.

F. Alley Enhancements

Alleys provide an opportunity to recapture underutilized public space for outdoor activity and can provide more engaging and welcoming public spaces, with enhanced pedestrian connectivity throughout the Downtown. Alleys are important because they provide for deliveries, services, and parking and they can allow for an alternative pedestrian route off the busy roadways and connects the public spaces proposed throughout the Specific Plan area. Alleyways in the Downtown are interconnected with paseos that link to key destinations and public parking areas. Two types of alley enhancements are proposed throughout the Specific Plan: Neighborhood Alleys and Service Alleys (see Figure 3.16, Alley Enhancement Map).

All alleyway enhancements should include:

1. Public art such as murals, paving insets, and sculpture
2. Street trees and landscape enhancements such as potted plants
3. Entry elements such as decorative paving and/or accent landscaping
4. Trash and recycling receptacle consolidation and concealment
5. Lighting and facade enhancements



Consolidated trash and recycling receptacles are concealed within elements that reflect the adjacent architecture

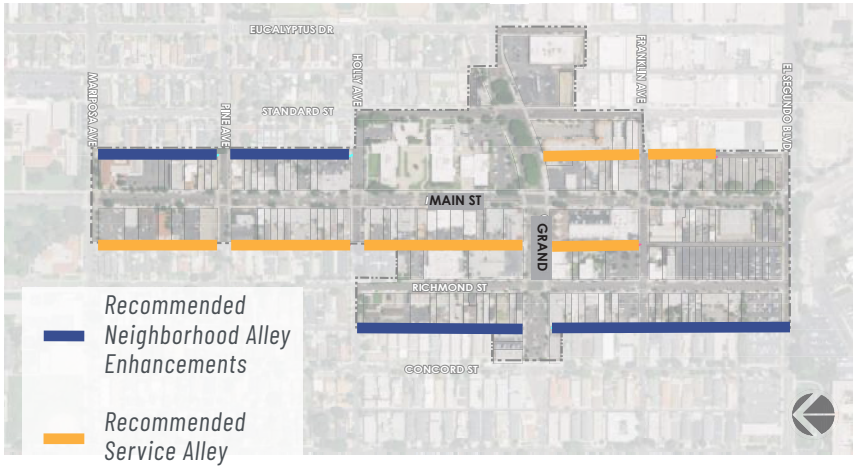


Figure 3.16 ***Alley Enhancement Map***





Alleys provide an opportunity to provide more engaging and welcoming public spaces

BEFORE



AFTER



Alleyways with comfortable pedestrian spaces accentuated with landscaping, public art, and decorative paving link key areas of the Downtown

1. Neighborhood Alley Enhancements

Neighborhood alleys connect adjacent residential areas with enhanced pedestrian walkways linking to key destinations within the Downtown.

Neighborhood alley enhancements are proposed in the following locations (see Figure 3.16, Alley Enhancement Map):

- Alleyway between Main Street and Standard Street (between Holly Avenue to Mariposa Avenue)
- Alleyway between Concord Street and Richmond Street (between El Segundo Boulevard to Holly Avenue)

In addition to the requirements for all alleyways, neighborhood alleys should include:

1. Clearly defined pedestrian paths of travel with decorative paving
2. Shaded pedestrian seating and comfortable gathering areas
3. Key alleyway entrances should be highlighted with an overhead element, such as an archway, arbor, or trellis
4. Hanging and twinkle lights are encouraged but may not be placed adjacent to residential uses
5. Wayfinding and directional signage

Overhead elements are recommended in neighborhood alleyways but must maintain a twenty foot high minimum vertical clearance.

2. Service Alley Enhancements

Service alleys include enhanced pedestrian amenities blended and integrated with existing delivery and service uses.

Service alleys are proposed in the following locations (see Figure 3.16, Alley Enhancement Map):

- Alleyway between Main Street and Standard Street (between Holly Avenue to Mariposa Avenue)
- Alleyway between Concord Street and Richmond Street (between El Segundo Boulevard to Holly Avenue)

In addition to the requirements for all alleyways, service alleys should include:

1. Maintain a clear path for delivery and service vehicles with defined pedestrian paths of travel using elements such as decorative paving
2. Back patio and seating areas with bike racks and lockers
3. Directional signage and signage for key elements and historic landmarks

BEFORE



AFTER



Decorative paving, potted plants and pedestrian amenities create a welcoming and vibrant environment

G. Parking Strategies

As part of this Specific Plan effort, a comprehensive parking analysis was prepared to address current and future parking conditions within the Specific Plan area. In May 2022, an existing conditions parking analysis was conducted to evaluate supply and utilization of public parking within the Downtown Specific Plan area. The parking utilization study investigated the variety of public on-street and off-street spaces that exist throughout the Downtown, including the lots, structure, parallel, and angled spaces (see Figure 3.17 Parking Utilization Maps). This section further describes the current parking conditions by space type and includes discussion on future parking demand and optimization strategies.

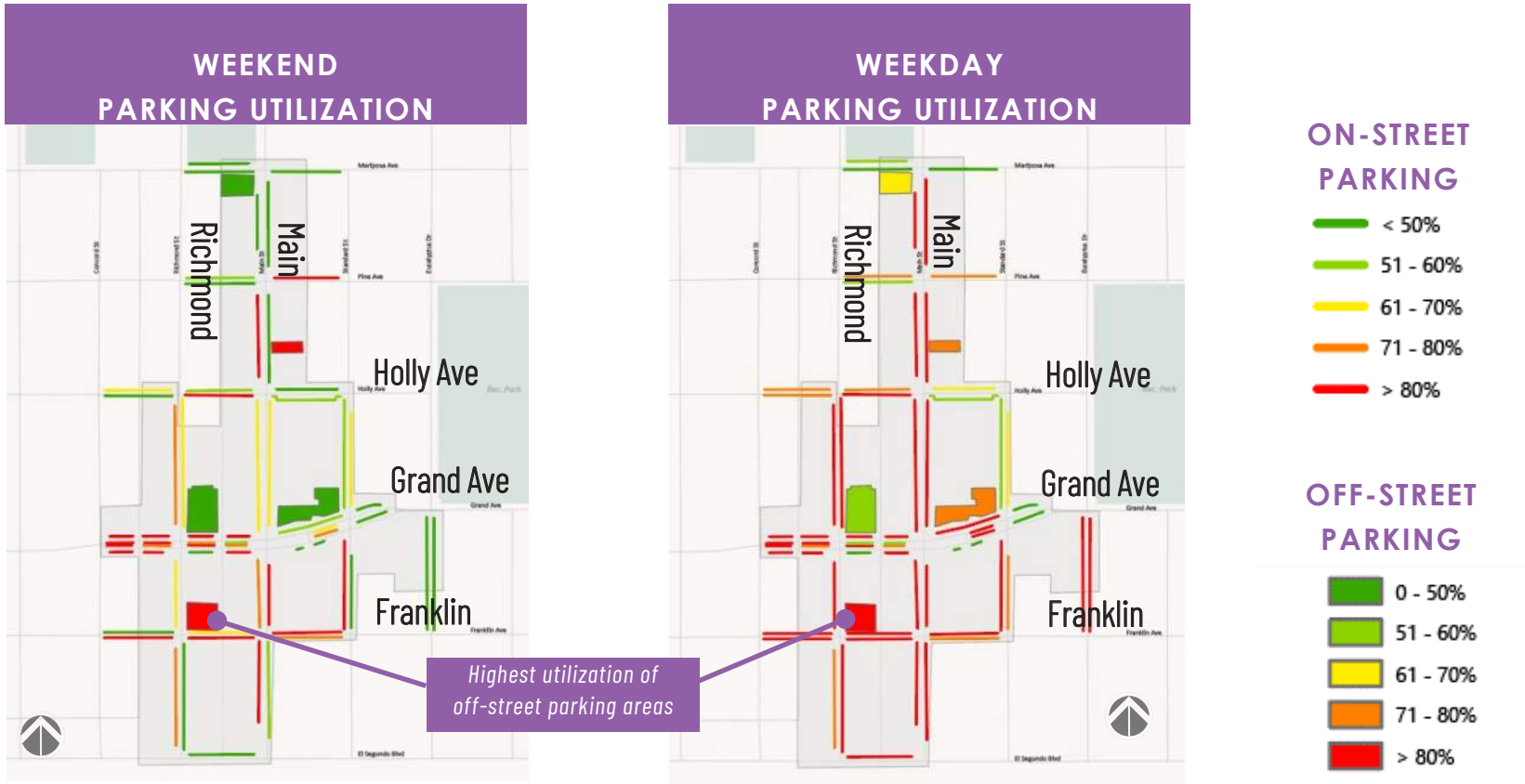


Figure 3.17 ***Parking Utilization Maps***

1. On-Street Parking

During the Specific Plan Update community engagement period, over half of survey respondents stated that they prefer to use street parking when visiting Downtown El Segundo. Currently, free on-street parking is available along all streets in Downtown El Segundo, with a 2-hour time limit from 8am to 6pm for most spaces. Several short-term 20-minute parking spaces as well as accessible spaces are also provided. The design of parking spaces, angled or parallel, varies by street. The existing parking utilization study found approximately eighty percent and sixty percent utilization of the public on-street parking on the weekday and weekend dates evaluated, respectively.

Downtown Overview

Currently, all angled parking within Downtown is "front-in". The following angled on-street parking facilities exist within Downtown:

- Mariposa Avenue (WB) from Main Street to western Specific Plan extent
- Richmond Street (SB) from south of Holly Avenue to southern Specific Plan extent
- Holly Avenue (EB) from Main Street to eastern Specific Plan extent

While many streets with parallel parking feature space-delineation striping, some do not. The following parallel on-street parking facilities exist along the street's entire Downtown Specific Plan extent, unless otherwise noted:

- Main Street (both directions)
- Richmond Street (NB)
- Mariposa Avenue (EB)
- Pine Avenue (both directions)
- Holly Avenue (both directions) from western Specific Plan extent to Marketplace
- Holly Avenue (WB) from eastern Specific Plan extent to Marketplace
- Grand Avenue (both directions) from eastern Specific Plan extent to Main Street
- Grand Avenue (both directions, including median) from Main Street to western Specific Plan extent
- Franklin Avenue (both directions)
- Standard Street (both directions)
- Eucalyptus Drive (both directions)

The following on-street parking strategies should be considered to optimize supply and demand within Downtown El Segundo:

1. Stripe all available parallel parking spaces with delineation lines to minimize inefficient parking behavior and draw attention to available spaces.
2. Re-stripe parking spaces to be "back-in" to increase driver visibility of cyclists and other vehicles while exiting parking spaces.
3. Further investigate the feasibility of converting parallel parking spaces to angled parking spaces, where right-of-way allows.

The proposed streetscapes for Grand Avenue, Main Street, and Richmond Street, illustrated in Section E, Vehicular Circulation have varying effects on the on-street parking supply on those streets. Implications on parking supply for each proposed streetscape are discussed in this section and summarized in Table 3-1, On-Street Parking Supply Comparison.

Table 3-1: On- Street Parking Supply Comparison

Roadway Corridor	Corridor Extent	Existing Corridor Parking Supply	Streetscape Concept	Approximate Corridor Parking Supply with Streetscape Concept
Main Street	El Segundo Boulevard to Mariposa Avenue	108	Preferred Road Section (Pedestrian Mobility Emphasis- Class II)	108
			Alternative Road Section (Bicycle Mobility Emphasis- Class II)	108
Grand Avenue	Concord Street to Eucalyptus Street	100	Preferred Road Section (Pedestrian Mobility Emphasis- Class III)	80-90
			Alternative Road Section (Bicycle Mobility Emphasis - Class II)	50
			Alternative Road Section (Bicycle Mobility Emphasis- Cycle-Track)	80-90
Richmond Street	Franklin Avenue to Grand Avenue	32	Preferred Road Section (Sidewalk Dining)	0
			Alternative Road Section (Pedestrian Mall)	0

2. Off-Street Parking

There are five off-street public parking areas located throughout Downtown (see Figure 3.18, Public Parking Map). The largest surface parking lot, located at the northeast corner of El Segundo Boulevard and Richmond Street, is private and reserved for Chevron employee parking. Wayfinding signage is currently being used to direct visitors to off-street public parking areas throughout Downtown. Public surface lots are available at the El Segundo Civic Center, at the northeast corner of Franklin Avenue and Richmond Street, on the east side of Main Street between Holly Avenue and Pine Avenue, and at the southwest corner of Main Street and Mariposa Avenue. Various reserved customer and employee-only lots also exist throughout the Downtown, many of which are accessible via the Marketplace Alley.

There is one existing public parking structure within Downtown, located at the northeast corner of Grand Avenue and Richmond Street, which includes just over one hundred spaces. The structure has three levels and comprises approximately one-sixth of the block. There are three entrances and exits to the structure, on Grand Avenue, Richmond Street, and Marketplace Alley.

The new parking structures to replace existing public surface lots could be considered to help serve future parking demand, particularly for restaurant and retail uses, by increasing general off-street public parking supply. New parking structures could be considered at the northeast corner of Richmond Street and Franklin Avenue (higher priority), and at the northwest corner of Grand Avenue and Standard Street (lower priority) (see Figure 3.18, Public Parking Map). Refer to Chapter 2, Section G, Civic Center District and Section H. 5, Parking Structure Design for additional information.

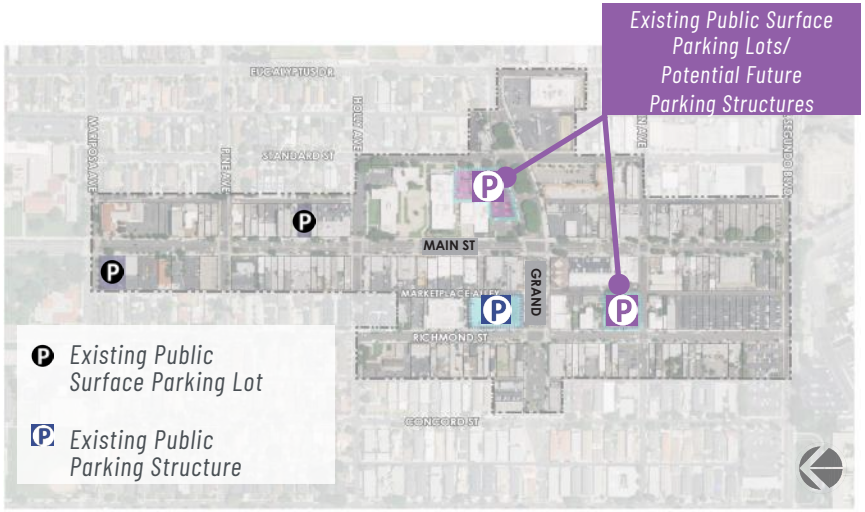


Figure 3.18 ***Public Parking Map***

Existing surface parking lot at the Civic Center, located on the corner of Main Street and Grand Avenue





Existing parking structure signage in the Downtown



Entrance to the existing parking structure should be enhanced to more clearly depict a public parking garage

The existing parking utilization study found approximately seventy percent and fifty percent utilization of the public off-street parking on the weekday and weekend dates evaluated, respectively. In areas with district-wide parking such as Downtown El Segundo, 85% is an ideal utilization target. This target implies efficient use of supply while still allowing adequate vacant spaces to facilitate turnover and avoid excess driving to look for parking.

The following off-street parking strategies should be considered to optimize supply and demand within Downtown El Segundo:

1. Implement a shared-parking program in which businesses with different peak hours share reserved parking spaces to maximize capacity throughout the day.
2. Develop informational programs for drivers to direct parkers quickly and efficiently to available spaces and increase overall level of knowledge regarding parking availability in Downtown. Increased parking wayfinding signage on streets adjacent to public parking structures or on-line parking maps.
3. The existing public parking structure at the corner of Richmond Street and Grand Avenue should incorporate enhanced wayfinding signage to increase visibility and intensify use as a public parking area.
4. The existing public parking lot at the corner of Main Street and Mariposa Avenue should incorporate enhanced wayfinding signage to increase visibility and intensify its use as a public parking area.
5. Address parking demand for future office and residential uses specifically and incrementally:
   a. Consider applying development conditions to projects, in addition to or instead of the in-lieu fee program, to require the potential for accommodation of shared use of parking.
   b. Depending on future development activity, it is possible that provision of off-street parking in new developments could provide parking sooner than publicly developed structures.
   c. Encourage or require subterranean garages for larger new development that is for office or residential use only. While more expensive than structures, this is preferable from a massing and urban design standpoint.
   d. Pursuing these incremental adjustments to the parking supply based on land use allows more nimbleness in responding to travel changes through 2040. For example, telecommuting percentages could vary drastically depending on the type and quantity of office uses being developed.



4 Public Realm - Placemaking and Beautification

CHAPTER 4:
PUBLIC REALM – PLACEMAKING AND BEAUTIFICATION

A. Introduction

The Public Realm – Placemaking and Beautification chapter addresses street design elements, landscaping, gateway entry treatments, pedestrian paseos and alley enhancements, and other unique public realm features within Downtown El Segundo. The condition of the public realm is important for creating the desired image and identity of the Downtown and to provide a unified backdrop for the design of various building styles and types. Public realm improvements serve to improve an area's visual quality and act as an investment catalyst, encouraging private property upgrades and new development. The intent of this chapter is to provide guidance for the City of El Segundo in creating a unified and visually attractive environment that supports the Specific Plan goals for beautification of the Downtown.

The guidelines in this chapter are intended to be used as a planning tool for public projects and to guide development conditions of approval for private projects. These guidelines contain concepts, graphic material, recommendations, and design guidance that will aid in near-term implementation of public area improvements and they are also designed to reinforce the Planning Principles established within Chapter 1 of this document.

Planning Principles Related to Public Realm Beautification:

- ☑ ***Designate the Core*** - Enhance the entrances and gateways into Downtown and develop the Civic Center Plaza as a focal point for the community with activities for all ages.
- ☑ ***Entertainment and Arts*** - Provide attractive multi-use public spaces enhanced with public art for events, entertainment, socializing, and playing.
- ☑ ***Streetscape Beautification*** - Ensure an enjoyable, comfortable, and beautified public realm with high-quality amenities and additional shaded seating and gathering areas.

B. Gateway and Wayfinding Signage

Signs are an effective method to reinforce the identity of an area through graphic arts. Distinctive brand and logos, catch words, colors and images can be displayed in an effective manner to advertise the desired image. Signs also are critical in providing consistency in messages and directions to destinations, such as public parking, public facilities, key retail centers, parks, and plazas.

A cohesive signage program for the Downtown should be developed which includes a logo, gateways and entry treatments, directional wayfinding signs (vehicular and pedestrian-oriented), and banners to provide consistency and unity within the Downtown. Gateway and wayfinding signage should be well lit at night and should incorporate a distinctive brand with complementary colors, materials, and lettering fonts to create a cohesive and unique design theme for the Specific Plan area and effectively direct vehicles and pedestrians to key locations.

1. Gateways and Entry Monuments

Gateway and entry monuments help announce important transitions when entering the Downtown and should be used to identify primary entrances into the Downtown. Gateway signage and entry monuments will help create an identity for the Downtown, announce this area as a special and unique place within the City, and promote the distinct identity of the Specific Plan area.

In addition to serving as entryways, gateways and entry monuments are important for directional and informational signs to guide motorists to their destinations. The visual design of gateways should be attractive as well as functional, conveying a sense of entry that reflects the importance of the Downtown and conveys the unique identity of the Specific Plan area. Physical elements of the gateway entries, such as signage, paving materials, and landscape planting materials, should function together to visually define the entry and establish a positive first impression of the Downtown. Increased landscaping at gateways and entry monuments will help emphasize the entrances to the Downtown.

Downtown El Segundo has existing gateway welcome signs located along El Segundo Boulevard at the intersections of Main Street and Richmond Street, at Grand Avenue at Concord Street and Eucalyptus Drive, and at Main Street and Mariposa Avenue. The existing Downtown welcome signs should be enhanced to provide more visibility to the key entrances of the Specific Plan area utilizing the guidelines in this section to clearly denote a sense of arrival. A new secondary gateway is recommended at the intersection of Richmond Street and Holly Avenue to define the entry into the Richmond District. A hierarchy of gateways should be provided throughout the Specific Plan area to accentuate entries and welcome visitors and residents and there are two types of gateways identified for the Specific Plan area: Primary and Secondary (see Figure 4.1, Downtown Gateways Map).

To create a unique identity and establish unity throughout the Specific Plan Area, a logo or themed sign program should be developed to distinguish this area and the chosen sign or logo should be repeated throughout the Downtown gateways.

1. Gateway signs should be colorful, lit for increased visibility, accentuated with landscaping.
2. Gateway signs should be prominently placed permanently at the back of the sidewalk or within raised medians to increase visibility for motorists, but gateway elements shall not obscure safe vehicular sight lines.
3. Where practical, gateway features should be placed on both sides of the roadway.
4. Gateway signs should be well proportioned, and the scale should be in proportion to adjacent buildings and landscaped areas.
5. Easily identifiable and aesthetically pleasing entrances should be designed to complement the style of the Downtown should be provided which utilize high-quality materials and fixtures that reflect the Specific Plan area's architectural character.

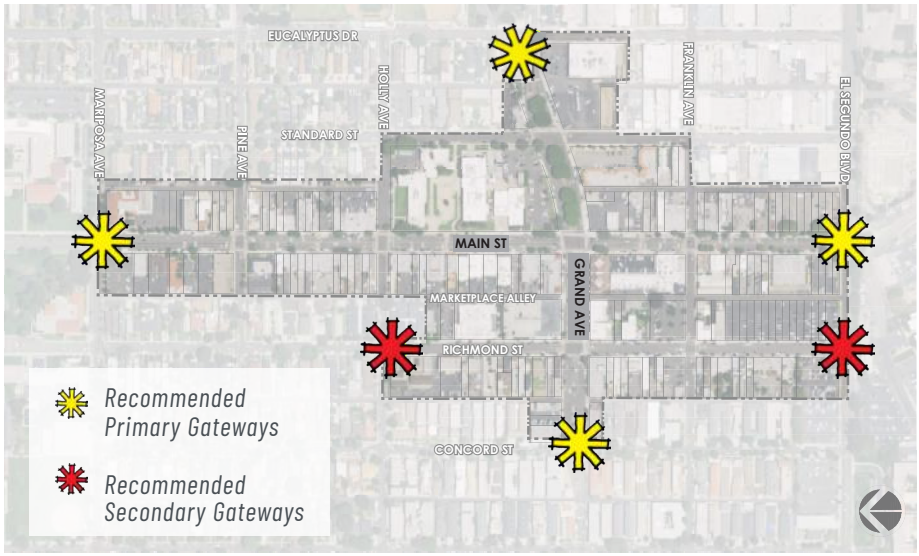


Figure 4.1 ***Downtown Gateways Map***



Themed gateway signage should be easily identifiable and enhance the Downtown entrances















Gateway signage and accent features visually define the entries into the Downtown

Primary Gateways

Primary Gateways should include a combination of the following accent features where practical:

1. Primary gateway signage
2. Decorative walls with pilasters
3. Enhanced decorative paving (colored and textured) at intersections and sidewalks
4. Ornamental landscaping
5. Pedestrian scale accent lighting

Secondary Gateways

Secondary Gateways should include a combination of the following accent features where practical:

1. Secondary gateway signage
2. Decorative walls or fencing
3. Enhanced decorative paving
4. Pedestrian scale accent lighting

2. Vehicular Directional Signs

Directional signs should be located at key locations to direct vehicles through the Downtown. A clear and attractive directional sign system is vital in the Downtown is to provide direction to important services and destinations such as public parking, city hall, library, and performance venues.

1. The directional sign program should include a common directional sign with directional arrows and labeling to denote key shopping areas, public parking, civic buildings, and tourist attractions.
2. Directional signs should be oriented to vehicular traffic. Selected signs should be lit, landscaped, and placed permanently at roadsides or within medians at key locations around the Downtown. These signs shall be smaller than the City gateways but similar in style.
3. Directional signs should be smaller than the City gateways but constructed of similar materials and colors, and utilize the same fonts.
4. Signage should "explain the environment" around an individual and provide clear and accurate information to navigate.
5. Signage should only contain information that is relevant to the context of the area and not overburden an individual with unnecessary information.
6. Signage should be provided for local resident and visitors by providing information such as proximity to bus stops, and notable landmarks, and providing information on businesses and public parking areas,
7. New technology should be utilized, such as mobile applications, interactive kiosks, and digital parking systems within public wayfinding and signage programs.
8. Signage should relate in design to adjacent streetscape improvements such as site furnishings and lighting.



Wayfinding signage oriented to vehicular traffic defines the Downtown area and effectively directs visitors to key destinations in the Downtown



Wayfinding signage provides direction and helps to orient pedestrians around the Downtown

3. Pedestrian Wayfinding Signage

Wayfinding signage refers to any sign that provides direction and generally helps pedestrians find their way through the Downtown, navigate their location, and facilitate a smooth experience. A comprehensive approach to wayfinding should be developed for use by visitors and tourists which helps to orient pedestrians around the Downtown.

Downtown El Segundo has an attractive and cohesive wayfinding signage program installed at the Civic Center. Elements of this existing wayfinding signs are recommended to be repeated in the Downtown signage, such as the black color and fonts; however, some color is suggested to create more visual interest and character.





Existing wayfinding signage at the City Hall Complex

Directional Kiosks

A directional kiosk is a type of information display that helps people find their way through Downtown spaces. The kiosks are intended for pedestrian use and includes wayfinding information such as maps, directories, and directional displays with the goal of getting people from one location to another.

Directional kiosks should be located:

- Adjacent major transit stops and outside public parking garages.
- Within key Downtown areas such as the Civic Center Plaza, to inform and guide people to their intended destinations.

A unique directional kiosk should be developed to complement the overall Downtown signage and reflect the Downtown theme.

1. Directional kiosks should be the same size, shape, and color palette throughout the Downtown.
2. Kiosks should include Specific Plan area maps, city events information, and local business advertising space.



Directional kiosks guide pedestrians throughout the Downtown and can include information about local events and key destinations

C. Streetscape Design and Pedestrian Amenities

This section describes the streetscaping elements and improvements that create a special identity for the Downtown. The Specific Plan area will have consistent streetscape treatment throughout all districts to develop a unified theme and atmosphere for a cohesive Downtown. The streetscape improvements described in this section are a key ingredient in changing the predominant character of the area from an auto-oriented environment to a pedestrian-oriented Downtown, and distinctive design treatments and pedestrian amenities will create the character and sense of place and create an easily identifiable and distinctive Downtown core.



Main Street's distinctive design treatments and pedestrian amenities create a sense of place and distinctive Downtown core

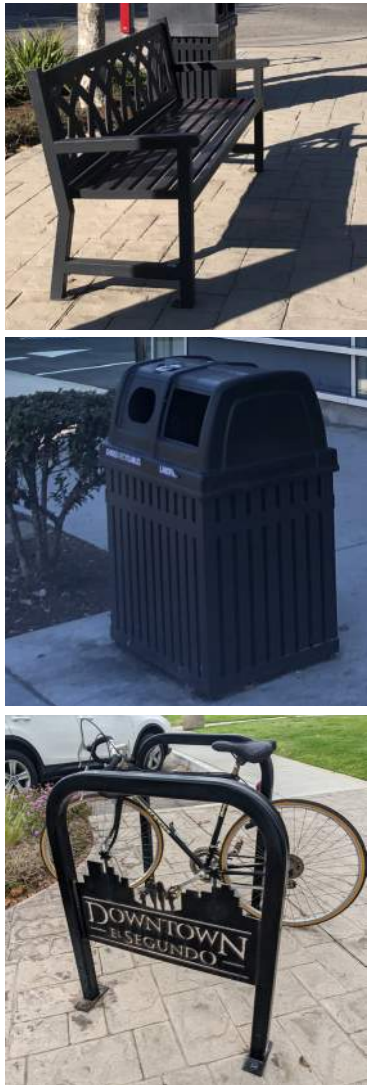
1. Street Furnishings and Improvements

Street furnishings consist of amenities placed within the public right-of-way, such as decorative streetlights with banners, benches, trash and recycling containers, bicycle racks, and bollards to define special edge conditions, and special attractions at select locations such as public art and other focal elements. Street furnishings serve an aesthetic as well as utilitarian function and can enliven and provide variety to outdoor spaces used for public interaction and serve to attract pedestrians and create a lively and festive atmosphere. Streetscape elements and amenities should selected for their durability and ease of maintenance along with their ability to create timeless visual appeal, and to upgrade the function and attractiveness of the urban environment.

Downtown El Segundo has an attractive and cohesive street furnishings program in place which includes elements such as benches, bike racks, and trash receptacles. The existing furnishing program is recommended to be continued and enhanced using a combination of streetscape improvements to further define the Downtown character and better reinforce a unified design theme for the Specific Plan area, and the use of color to accentuate key locations.

Locations of street furnishing shall be determined through the implementation of this Specific Plan and review of public improvement design plans. Some of the envisioned public improvements will require private property owner participation and/or cooperation at the time of project development.

1. Street furniture should be located along street edge of sidewalk. Provisions to accommodate persons with disabilities shall be incorporated into the design and location of furnishings. This includes a provision for space adjacent to walkways for wheelchair and/or stroller parking.
2. To create a more organized and efficient use of sidewalk space, furnishings should be grouped together rather than scattered. Trash and recycling cans shall be located near benches. A greater frequency of the number of furnishings should be in higher-use pedestrian traffic areas.
3. Street furnishings should be selected to ensure maintainability, durability, and vandal resistance.
4. Items should be securely anchored to the sidewalk, and a graffiti-resistant coating shall be applied to street furniture elements to ensure a good longer-term appearance.
5. Outdoor furniture shall be provided in public gathering spaces to encourage pedestrian activity. Design of materials and colors of outdoor furniture and hardscape elements shall complement surrounding building architecture. Black color should be used for street furnishings in the right-of-way, with the use of a bright accent color for alleyway and paseo furnishings.
6. Placement of street furnishings can be temporary or permanent, and either fixed or movable, depending on location and use.



Existing Downtown benches, trash receptacles, and bike racks

a. Benches and Trash Receptacles

Benches provide areas for resting or socializing and trash receptacles contribute to the maintenance and beautification of the Downtown area and should be placed to improve the pedestrian experience.

1. Where feasible, it is preferable to design seating areas with benches and/or chairs located in an L-shape to allow for social interaction.
2. Where single benches are used, they should be oriented to the street or primary walkway.
3. Benches should be placed every one hundred (100) feet to three hundred (300) feet apart to provide convenient and attractive resting places along the street.
4. Benches with a back and arm rests should be utilized to prohibit sleeping and benches should be clustered with trash receptacles, street trees, street lighting, and other key furnishing elements to create comfortable and inviting seating areas in the Downtown.
5. Trash and recycling receptacles should be placed to provide convenient waste disposal in key locations such as entries, seating areas, bus stops, and along walkways throughout the Specific Plan area.
6. Trash receptacles should be used in conjunction with other furnishings and should be placed away and/or located downwind from seating areas where feasible.

b. Tree Grates

Tree grates should be used around street trees to expand the usable space within the pedestrian realm and create a distinctive sense of place. Tree grates provide for increased pedestrian area on the sidewalk while reinforcing the desired urban character.

1. The use of tree grates is required where street trees are proposed to be in the sidewalk area.
2. New tree grates should be safe for pedestrian use as a walking surface and must comply with the Americans with Disabilities Act (ADA) requirements.
3. Tree grates should have breakouts that are easily removed as the tree grows and may include light openings for up lighting.



Tree grates should be used to expand the usable pedestrian space and create a distinct sense of place and urban character

c. Bike Racks

Well placed and secure bike racks will encourage bicycle ridership and promotion of alternative forms of travel in the Downtown area. The existing Downtown bike racks with the Downtown El Segundo logo should be continued throughout the Specific Plan area with additional bike racks located at public plazas, paseos, transit stops, parking structures and parking lots, and popular destinations in the Downtown. The existing black color should be continued within the public right-of-way, with brighter colors used on bike racks within alleyways, paseos, and parking areas to increase visibility.

1. Bike racks should be installed at highly visible locations that are well lit and as close to the main entrance of the destination as possible and placed in the most convenient space available.
2. Bike racks should accommodate a minimum of two bicycles and their capacity should be determined by the location and the number of bicyclists who frequent the destination.
3. Bike racks should be located to not block pedestrian circulation when bikes are on the racks, or when maneuvering bikes to and from racks. Bicycle rack placement shall maintain at least six feet clearance from curb lines, street trees, street furnishings and building storefronts to allow for bicycle maneuvering. Where feasible, bicycles should be parked parallel to the sidewalk to keep the maneuvering of them out of the pedestrian zone.

d. Bus Shelters and Transit Stops

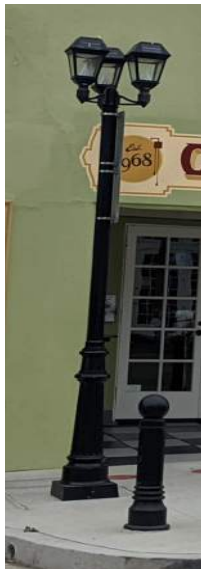
Bus shelters and transit stops are important elements for Downtown circulation needs.

1. Locate throughout the Downtown, and have a unifying, clean, and uncluttered appearance.
2. Provide benches and lighting for the comfort of passengers waiting for their transit vehicle and take the needs of disabled users into consideration.



Bus shelter on Main Street in front of City Hall



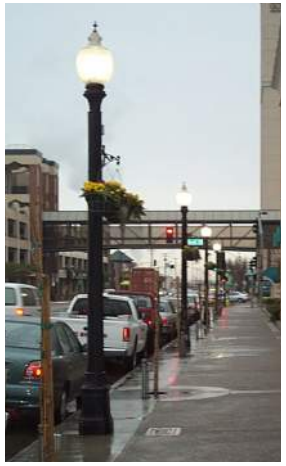


Existing vehicular (left) and pedestrian scale (right) streetlights in the Downtown



Existing decorative poles with hanging plants on Main Street





Pedestrian scale lighting include banners and hanging plants to maximize visual interest



Consider integrating decorative accent lighting in key locations

e. Pedestrian Scale Lighting

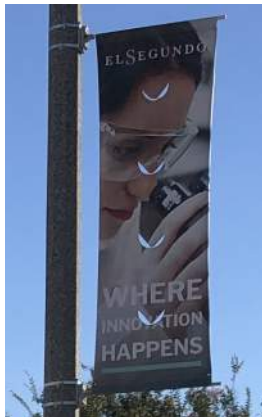
Street lighting plays both an aesthetic and safety role in the Downtown. The Downtown pedestrian lighting should contribute to the safe and efficient use of Downtown streets, alleys, and paseos. Pedestrian scale lighting shall be provided along sidewalks and pedestrian pathways, particularly in areas where street beautification and higher pedestrian use is desired, such as transit stops and along Main Street, Grand Avenue, Richmond Street, and within the Civic Center District area.

Downtown El Segundo has an existing vehicular scale streetlight with single and double arms that utilizes a distinctive bell-shaped street light fixture and includes a flag and banner attachment. Additionally, there are existing decorative poles with hanging plants installed in the Downtown. Richmond Street has pedestrian scale light poles installed which help define the historic character and create a sense of pedestrian scale. The existing light fixtures and hanging planters are recommended to be continued in the Specific Plan area with pedestrian scale fixtures added on the sidewalk side of the primary roadways where feasible for increased human scale, safety, and visual interest. Pedestrian scale accent lighting should be added to paseos and alleyways to develop a more cohesive and active pedestrian focused Downtown environment.

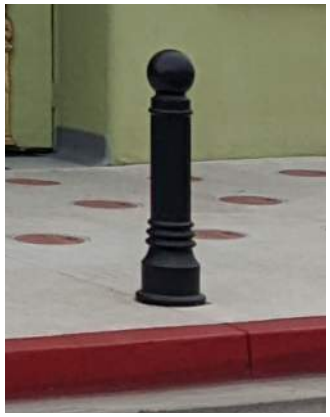
1. Pedestrian lighting should be human scaled and placed evenly along sidewalks to enhance security and encourage evening activities and help to unify the Specific Plan area.
2. Integrate a variety of different lighting types and intensities at entries, public gathering areas, parking lots and other areas where evening activity occurs will help to create an exciting nighttime environment.
3. Provide "Twinkle" or similar string lights in street trees within key pedestrian areas to enhance the nighttime environment. String lighting and up lighting is suggested at accent areas such as primary intersections, public plazas, and outdoor dining and gathering areas and shall be located twenty feet minimum above roadway grades and not obstruct traffic.
4. Accent up lighting on trees and focal points is encouraged at key locations where a high level of nighttime pedestrian activity or views are anticipated.
5. Bollard lighting should be used to define public plazas and walkways, to delineate pedestrian zones from vehicle traffic at intersections, and to create a refuge for pedestrians near alleyways.
6. Over lighting of sites should be prevented to avoid ruining desired nighttime ambiance. The quality of light, level of light and type of bulb or source should be carefully selected so that lighting levels do not draw attention to the glow or glare of the project site.
7. Energy-efficient lighting (lighting from renewable sources and energy-saving devices, such as light sensors) is required. Where feasible, use warm white lighting source types.
8. Use full or partial cut-off lighting fixtures to minimize light pollution and glare. Timers and sensors should be incorporated to avoid unnecessary lighting.
9. Electrical service for seasonal/event lighting in all streetlights and at street trees shall be provided and all public plazas and at key intersections along Main Street and Grand Avenue.
10. Streetlight poles should be equipped with an additional hanging or cantilevered fixture to allow for the attachment of banners.



Accent lighting enhances and activates the nighttime environment



An example of an existing banner in the Downtown



An existing bollard in front of the Old Town Music Hall on Richmond Street



Decorative bollards delineate primary pedestrian areas and create a safer walking and gathering environment





f. Street Banners

Banners are an easy and inexpensive way to promote the theme of the Downtown. Banners can enhance the aesthetic environment, unify the appearance of the streetscape, and introduce color and a sense of cohesion to an area. Banners can also communicate and promote annual cultural and civic events and seasonal holiday displays. Banners may be changed periodically to provide advertisement for special events and promotions.

1. Banner should be clearly legible, and designed to be compatible with the Downtown area signage and gateways.
2. Lettering should be clear, precise, and simple, with minimal graphics to avoid distracting motorists and creating traffic hazards.
3. The City logo should be an integral part of the sign design to reinforce the unique character of the Downtown Specific Plan area.

g. Bollards

Properly placed, bollards help to delineate between vehicle and pedestrian zones, creating a safe walking environment. Retractable bollards, such as those existing on Main Street just north of Grand Avenue, allow for temporary roadway closure while maintaining vehicle access during non-event periods.

1. Waist-high safety bollards should be used to define selected sidewalk extensions, plazas, paseos, and key outdoor seating areas.
2. Bollards should be reflective of the primary adjacent architectural elements, such as color and style.
3. Bollards should incorporate lighting at key public gathering areas.

h. Skate Protection

Skate Stops and anti-skating hardware devices designed to prevent skaters from using street furnishings, walls, stairs, and raised planters for performing stunts should be installed in areas where protection is anticipated, such as plazas.

1. A custom skate stop should be utilized that adds character and aesthetic appeal and is consistent with the primary adjacent architectural elements.
2. Skate stops must allow for continued public use of the element being protected.



Decorative skate protection adds character and visual appeal to streetscape elements

i. Decorative Paving

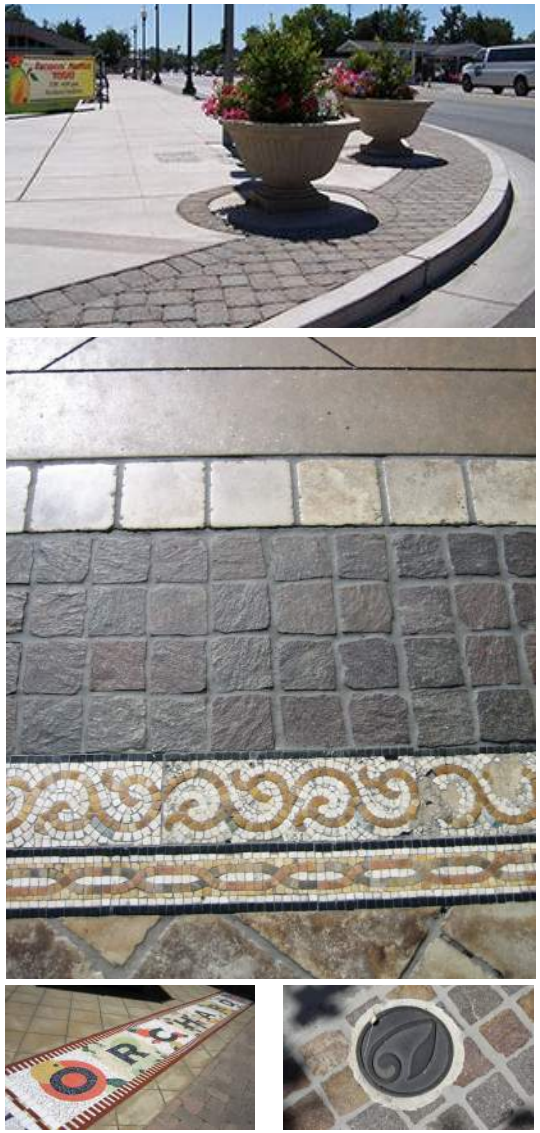
Decorative paving should be utilized throughout the Specific Plan area to develop a recognizable sense of place and is suggested at entrances and recommended to combine with other streetscape elements to maximize the visibility and impact of key areas in the Downtown.

The Specific Plan area has utilized an attractive and cohesive decorative paving at sidewalks and crosswalks at intersections along Main Street and Grand Avenue that consists of stamped concrete with a random stone pattern in a tan color. The Heritage Walk is designated throughout the Downtown with circles inset in the sidewalk paving in a playful linear pattern along the frontage. The existing Heritage Walk circles and intersection paving should remain and be implemented throughout the Specific Plan area along with decorative paving enhancements in key locations.



Existing decorative paving in the Downtown with Heritage Walk circles located along the street





A variety of cohesive decorative paving materials creates vibrancy and identity for the Downtown

In addition, cohesive decorative paving with bolder colors and patterns that are consistent with the architectural character of the Downtown should be used in the following locations of the Specific Plan area to create vibrancy and identity for the Downtown:

- Key intersections, gateways, primary alleyway entrances, paseos and plazas, primary pedestrian entries to buildings, outdoor dining, bicycle parking areas, and outdoor seating areas.
- Within travel and parking lanes so the street can be better utilized as a community gathering areas during street closures for temporary events at:
    - Richmond Street between Franklin Avenue and Grand Avenue
    - Main Street between Grand Avenue and Holly Avenue

Decorative paving materials should be unique and recognizable, durable, timeless, non-slip and ADA accessible. Special attention should be made to the selection of a variety of cohesive paving materials to accentuate key areas and create the Downtown area as a unified pedestrian friendly and special place.

1. Decorative insets are recommended within paving throughout the Downtown to highlight the local culture and history, such as mosaics and tiles inset in paving with historic images, or concrete etching or plaques commemorating El Segundo's history, natural environment, and culture.
2. Old and historic paving (including decorative tiles and old contractor stamps and dates) shall be maintained and repaired rather than replaced with new paving, where feasible.
3. Decorative paving areas should incorporate infill doors for utilities to match the surrounding paving materials and colors.
4. Enhance parking lots and key parking areas using decorative paving materials that create visual interest and reduce the visual impact of parking areas. The use of permeable paving materials consistent with City building codes are recommended to minimize runoff.
5. Decorative paving within vehicular areas, such as travel lanes, crosswalks, alleyways, parking areas, and applicable plazas, outdoor dining, and paseos shall be rated for vehicular use. Where emergency vehicle access is required, paving shall be rated to withstand loads of emergency vehicles.

D. Public Art

The use of public art within the Downtown is an effective way of expressing the unique personality and character of the community. Public art is one of the most desirable elements to personalize an urban environment and connect it to a community's own unique and special character. Public art should serve as an aesthetic improvement to enhance the pedestrian environment and should focus on the region's local culture, environment, and history.

The Specific Plan area contains the El Segundo Museum of Art and several existing murals, and the Downtown has an established art character and influence. The City of El Segundo hosts an Art Walk in June, July, and August where local businesses act as pop-up galleries and art studio to display original local art works and the event draws visitors to the Downtown area.

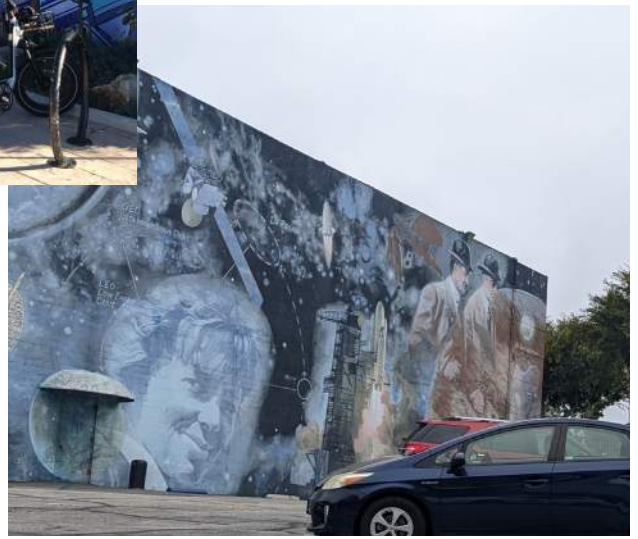
Public art is suggested in the following locations:

- Key intersections and entries
- Accent focal points in alleyways, paseos, and plazas
- Primary bus shelters, outdoor dining, and major bicycle parking areas

Art and focal points placed within the Downtown should represent the community, showcase the culture and history of El Segundo, and/or capture or reinforce the unique character of place.







Murals contribute to the special character of the Downtown and can reinforce the culture and history of the area



Existing public art on above ground utility panels



Tree grate incorporating decorative placemaking features









Public art is encouraged in a variety of sizes and forms throughout the Downtown to create a lively and evolving streetscape that is unique to El Segundo

1. Art can be integral to other public improvements, such as unique benches and trash containers, decorative streetlights, signs, and paving patterns or it can be used as a special placemaking feature and integrated into gateways, stair risers, railings, fencing, walls, or raised pilasters. Manhole covers, drain grates, above ground utility panels and tree grates within key public spaces should be designed as decorative features to enhance the pedestrian streetscape environment.
2. Larger pieces of public art, such as interpretive sculptures and murals representing the area's unique history and people of significance, can be used as a wayfinding feature to attract pedestrians to key locations such as a plaza or paseo.
3. Public art is encouraged on large blank walls in alleyways and paseos and is recommended on the existing public parking structure located at the corner of Grand Avenue and Richmond Street.
4. Public art should be in conjunction with other site features such as a plaza or architectural feature and be an integral part of site development rather than a stand-alone, separate object. The selection and placement of public art should be part of the overall site design process, rather than an afterthought to a project.
5. Public art is encouraged that invites participation and includes interactive interpretive exhibits and displays are recommended.
6. Public art should be placed to avoid locations where it may obstruct a pedestrian pathway, create a traffic hazard, or compete with another piece of art within the area.
7. Public art should be highlighted with decorative paving and accent lighting where appropriate.

E. Landscaping

Landscaping is a key element to creating unified street scenes and softening otherwise discordant roadways. Adding scale, comfort, foliage colors, and textures contribute to the Downtown's unique identity and help improve air quality. Landscaping should be layered with a variety of shapes, textures, and colors and utilize drought-tolerant and California native plants to reduce irrigation and conserve water. Planting areas should use a combination of trees, shrubs, and ground cover to enhance the appearance and enjoyment of the Downtown and soften the visual impact of buildings and paving. Landscaping provisions of ESMC Chapter 15A in regards to water conservation should be met, such as 15-15A-5, landscape documentation package and water efficient planting and irrigation requirements.

Trees and understory planting should be selected based on leaf and flower color, and it is recommended to be highly selective with color and limit planting to either warm or cool colors. Avoid sharp contrasts in color except where desired for accent planting and provide transitions between warm and cool colors with neutral greens, whites, and grays. Consider the texture of leaves and bark in the selection of plants and maximize contrasting textures where feasible for increased visual interest.

Landscaping for the Specific Plan area should be well adapted to the climate in El Segundo, and the use of drought-tolerant species are recommended. In addition, mulch should be applied during construction and throughout the life of the plants to retain soil moisture and enhance plant growth.



The landscape character along Main Street provides texture and color to create a unified streetscene that contributes to the Downtown identity







Large scale trees with ornamental foliage and/ or dense canopies for shade contribute to a vibrant and comfortable Downtown

Plants within the Downtown Specific Plan area should meet the following minimum size requirements at time of planting:

- *Large Evergreen Trees:* 24-inch box or larger typical, with thirty percent or more in 36-inch box
- *Large Accent Deciduous and Specimen Trees:* 24-inch box or larger typical, with forty percent or more in 36-inch box, and ten percent or more 48-inch box
- *Small Accent Deciduous Trees:* 15-gallon containers or larger
- *Vines and Espaliers:* 15-gallon containers or larger
- *Large Shrubs - greater than five feet in diameter:* 5-gallon containers or larger
- *Small Shrubs (excluding groundcovers) - less than five feet in diameter:* 1-gallon containers or larger

1. Street and Median Tree Planting

Tree species should be selected for suitability within the Downtown boundary and within the specific area to be planted. The overall selection of tree species should be based upon the tree's overall ability to provide pedestrian-friendly benefits, such as shade from summer heat, storefront visibility and general aesthetics which contribute to a vibrant downtown. Species should be hardy and not easily affected by extreme temperatures, wind, water supply, or handling. Highly visible areas, such as seating areas, gateways, and intersections, should be planted with ornamental and interesting species that exhibit contrasting foliage, color, and texture. Trees should not interfere with necessary sight distance lines for passing traffic. The selected tree species should require minimal maintenance and should exhibit a clean and healthy appearance in all seasons of the year.

Street trees should provide visual interest as well as complement the streetscape. Trees should be designed to contain a mix of deciduous and evergreen species for seasonal interest and year-long shade. In general, place deciduous accent trees at entries, intersections and driveways and locate evergreen trees along extent of the corridor. Deciduous trees with open branching are suggested at retail areas to provide views of the facades and shade trees with dense evergreen canopies should be used in front of residential uses to provide privacy. Deciduous trees that provide summer shade and allow for winter solar gain should be utilized whenever possible adjacent to buildings. Evergreen trees with a high, broad branching structure are encouraged along walkways and parking areas to shade walking surfaces and parking spaces.

1. Street trees shall be spaced approximately twenty feet to forty feet on center and shall be provided to form the canopy, provide shade, introduce seasonal color, and define the street edge.
2. For each block on a street, no more than three street tree species are recommended. A mix of deciduous and evergreen species should be provided for year-round shade and interest.
3. Street tree placement shall be carefully considered to avoid conflicts with functions of adjacent businesses. The trees should not block views of storefront businesses or signs to the greatest extent possible. The location of trees should be planned to provide openings for street lighting and utilities and continue to allow for viewing building entrances and historical facades.
4. Trees along walkways and parking areas should be carefully selected with the objective of providing shade and minimizing maintenance and litter.
   a. Trees with thorns or spiky leaves and a high amount of litter and leaf drop should not be used in parking areas or along pedestrian walkways.
   b. Trees with wet fruit or large seed pods may be utilized but should be setback away from any paved areas including sidewalks, streets, and parking lot paving.
   c. Trees should be selected to be low maintenance with minimal leaf drop and selected for long-lived and disease resistant species.
5. Tree species that are suitable to the size of the planting area and which carry minimal risk of raising gutters and sidewalks should be selected. Trees should be selected based on the size of the planter to minimize root intrusion, and the height of the adjacent structures to soften views.
   a. Trees adjacent to buildings should have mature sizes in scale with the massing and height of the structure.
   b. Trees with lower heights and low root damage potential are recommended for small planter areas and accent planting areas.
   c. Trees within five feet of hardscaping, walls and foundations should have low root damage potential and be installed with root barriers to prevent roots from encroaching and the buckling of pavements and structures.



Tree grates increase usability of the sidewalk and enhance the urban character



Large established Ficus trees in the median on Grand Avenue

6. Trees should be located so the canopy will not conflict with light poles and roots will not impact underground utility lines.
7. For areas with new street trees, structural soil should be used to encourage root spreading to minimize sidewalk displacement and curb, gutter, street and/or infrastructure damage. Install structural soil systems to direct new root growth downward below hardscape areas to help minimize root damage caused to the surrounding hardscape and structures.
8. Trees that provide attractive fall colors, seasonal flowers, or large amounts of shade are preferred for the Downtown. Flowering trees should be used in areas such as gateways, key intersections, mid-block pedestrian crossings, and other focal points that deserve visual emphasis.
9. Tree grates are suggested within sidewalks and plaza spaces, as these allow for improved accessibility and increased sidewalk usability area and are consistent with the desired urban character. The ultimate size of the tree trunk should be considered when choosing grates; the grate opening should be appropriately sized to accommodate a mature tree.
10. Existing large, mature, and healthy street trees should remain where feasible, such as the Ficus trees in the median on Grand Avenue.

2. Sidewalk Parkway and Median Shrub Planting

Sidewalk parkway planting in the Specific Plan area should include shrubs and groundcovers within a variety of configurations such as planter pots, landscaped planters/parkways, raised planters, plaza landscaping, and parking lot screening and shading.

Sidewalk parkway planting should consist of a mix of plants that will provide year-round interest. Seasonal flowers and evergreen shrubs in parkways, potted plants, and raised planters are encouraged where there is sufficient sidewalk space. Perennial and deciduous species and seasonal grasses should not make up the mass of planting areas, and longer-lived evergreen shrubs should be intermixed throughout to provide year-round interest and longevity.

To achieve a cohesive appearance and maintain the urban landscape, joint participation between private property owners and the City will be required. Some of the beautification efforts can be simply implemented by the City as funding is secured. Cooperation and participation by individual property owners, merchants, special interest groups, and others will be required with the future property development.

Existing sidewalk parkway planting along Main Street











Integrate a variety of landscaping with planter pots and raised planters

1. Choose ornamental and interesting species for highly visible areas such as near seating areas, gateways, and intersections. Use plants with contrasting foliage, color, and texture; scented varieties; or those that have an especially interesting bloom or special qualities (e.g. spring flowers and/or good fall color) to unify the Downtown and identify it as a place of special destination.
2. Choose species that need minimal maintenance and tend to look good all year to ensure a clean and healthy appearance. Parkways and medians should utilize low maintenance, long-lived, and durable plantings.
   a. The use of perennials should be minimized and are suggested at key focal points and gateways only.
3. A variety of accent species with flowers, grasses and/or succulents should be used for accent and other unique functions in appropriate locations, such as at corners, mid-block crossings and gateways.







Ornamental shrub plantings with contrasting foliage and texture accentuate focal points, key intersections, and gateways

4. Plants with thorns, spines, or sharp leaves should not be used along pedestrian areas and plants that attract bees or are poisonous should not be used at pedestrian seating areas.
5. Choose species that are hardy and not easily affected by extreme temperatures, wind, water supply, or handling. Near pedestrian traffic, it is important to anticipate some amount of damage to plants and irrigation, and tougher plant materials will help to maintain an attractive streetscape appearance.
6. Potted plants and raised planters should be used along the streetscape to add color and visual interest and be located at entries and corners as accent elements. Raised planters should be designed to accommodate comfortable seating where feasible and incorporate decorative insets and elements such as tiles and skateboard deterrents.
7. Plantings should be used to soften and screen blank walls and fencing, parking areas, utilities, and service areas. Dense and fast-growing evergreen species should be selected for screening and deciduous and grass-like plant species should not be used for screening purposes.
8. Be aware of necessary sight distance lines for passing traffic and safety issues. At crosswalks and driveway entrances, keep plant material below eighteen inches in height for pedestrian visibility.

Blue Butterfly Habitat Enhancement

The El Segundo Blue Butterfly is an endangered species and it's primary food source, Erigonium parvifolium (Sea Cliff Buckwheat), is encouraged in sheltered and less traveled areas to provide additional habitat in the Downtown. Buckwheat is a perennial and should be placed in the background or center of planter areas and intermixed with other evergreen and non-invasive native shrubs. Buckwheat prefers full sun and low water and tolerates a range of soil conditions. Buckwheat should not be pruned until the butterflies have emerged in the summer.



5 Infrastructure and Public Facilities



CHAPTER 5: INFRASTRUCTURE AND PUBLIC FACILITIES

A. Introduction

Infrastructure and public facilities are essential to the success of the El Segundo Downtown Specific Plan. This section describes existing and proposed infrastructure such as water, wastewater, storm drainage, and dry utilities and the public facilities which support the Specific Plan area.



City Hall Complex on Main Street

B. Infrastructure

1. Water Supply

The Specific Plan area is serviced by both potable and non-potable water (see Figure 5.1, Water Supply Map). Potable water is drinking water that comes from surface water and groundwater sources and is treated to levels that meet state and federal standards for consumption. Non-potable water (recycled water) is not suitable for public consumption as it does not meet drinking water standards. Non-potable water is typically used for landscape irrigation.

Potable Water

The Specific Plan area is serviced by two pressure zones: the low-pressure zone and high-pressure zone. The low-pressure zone obtains supply from the high-pressure zone through a series of valves operated by a 200,000 gallon above-ground reservoir. The southerly portion of the Specific Plan area is serviced by the High Pressure Zone, which is a closed zone system, and obtains imported water from Metropolitan Water District (MWD).

The City has a 2020 Urban Water Management Plan (prepared by Risk Management Professionals) and the 2005 Water Master Plan (prepared by AKM Consulting Engineers). Both plans are used by the Public Works Department for operations and maintenance of the distribution system and water storage facilities as well as development of capital improvement projects.

The City has a 'closed system' for potable water supply. The north-south trending alleys within the Specific Plan study area contain six and eight inch diameter potable water mains. Services can be connected to these mains to serve the existing development. Main and Richmond Streets do not contain water mains. There is a water main within Grand Avenue, Pine Avenue, and Mariposa Avenue.

Fire water is served through the hydrants located throughout the project area. Hydrants are located on each major street in the study area. There is adequate fire flow within the potable water system to serve occupancy loads now and in the future.

The adopted Five-Year Capital Improvement Program identifies city-wide projects funded by the City's Water Fund which includes a water main replacement on Grand Avenue. Annual, typical water main maintenance, valve replacement projects, and general water maintenance projects are done annually as needed for the system.

Non-Potable Water

The City is the purveyor of non-potable water supply (recycled water). In general, the West Basin Municipal Water District (WBMWD) is a wholesaler of both potable and recycled water. WBMWD owns and operates a disinfected tertiary water system that is maintained under a contract (or third-party contractor) through West Basin. WBMWD sells recycled water at a specific rate to the City, and the City bills and sells the water through their own rate structure program.

The WBMWD constructed a secondary effluent force main project, which contains several pipelines, in the early 1990s. Beneath Grand Avenue, three separate pipelines convey brine through an eighteen inch diameter pipe, secondary effluent through a sixty (60) inch diameter pipe, and recycled water through a twenty inch diameter pipe. Beneath Mariposa Avenue between Eucalyptus Drive and Virginia Street a six inch diameter recycled water pipe is present.

The adopted Five-Year Capital Improvement program does not identify proposed recycled water improvements in the Specific Plan area. However, should the City amend the agreement or collaborate with WBMWD for future needs, the recycled water systems are a feasible candidate for use in landscape areas and not rely on potable water for irrigation.

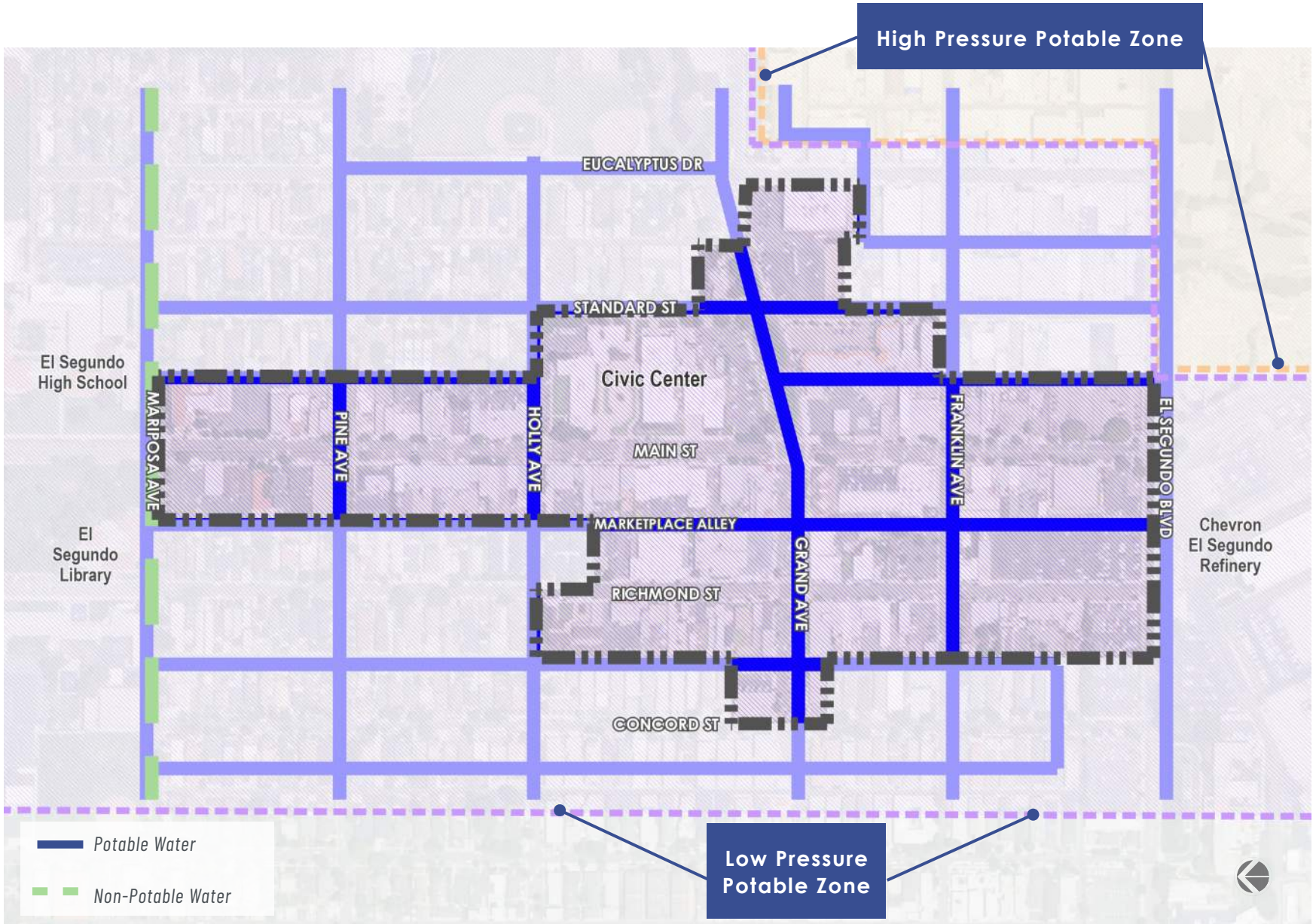


Figure 5.1 ***Water Supply Map***

2. Wastewater Services

The Specific Plan area is serviced by typical, subsurface sanitary sewer pipelines for handling wastewater services. The sewer mains are owned by the City of El Segundo, and the Public Works Wastewater Division provides routine maintenance in compliance with the Sanitary Sewer Master Plan.

Within the study area there are eight, ten, and twelve inch diameter mains (the twelve inch is primarily beneath Standard Street and Grand Avenue) within the Specific Plan area's public streets and alleys except for the 300 through 400 blocks of Main Street, 100 to 200 blocks of Grand Avenue, and 100 through 200 blocks of Richmond Street. These blocks are serviced by mains located within the alleys. Ultimately, sewage is treated by the Hyperion Wastewater Treatment Facility owned and operated by the City of Los Angeles located west of the Los Angeles International Airport.

A solid and complete maintenance program is integral to the success of the longevity and performance of the sewer, especially in the study area where grease from dining establishments can cause additional distress on the sewer. The maintenance program should be implemented and monitored along with capital improvement projects for upgrades.

The adopted Five-Year Capital Improvement Program identifies city-wide projects funded by the City's Wastewater Fund. No specific improvements are identified within the Specific Plan area, however, there is an annual programmed budget for general wastewater infrastructure replacements.

3. Stormwater Management

The Specific Plan area is unique and has some drainage challenges locally due to the variances in surface elevations. In general, the majority of the drainage is sheet-flow type conditions within the roadway and alley network. In addition, the Specific Plan area is located within Flood Zone Z-Area of minimal flood hazards and not affected by a 500-year event.

The adopted Five-Year Capital Improvement Program identifies city-wide projects which include annual funding programmed towards unidentified infiltration projects. There are plans for low impact development (LID) improvements within the City Hall Plaza.

4. Dry Utilities

The Specific Plan area contains dry utilities, such as telephone, TV, internet, electric, and natural gas that service the community. The City of El Segundo assesses a Utility Users Tax (UUT) on commercial properties that fund telecommunications, electrical, and gas services. The City partners with Avenue Insights and Analytics for UUT support at no expense.

Telecommunications-Cable and Internet Service

AT&T and Spectrum provide telecommunications, cable, and internet services in the Specific Plan area. These carriers are expected to meet current and future demands of land uses.

Electricity Service

Southern California Edison (SoCal Edison) provides electricity service in the Specific Plan Area. Existing transmission and distribution are adequate to meet and the current and future demands of the proposed land uses. The Public Utilities Commission of the State of California outlines the regulations for SoCal Edison.

Chapter 3 of Title 11-Public Utilities in the El Segundo Municipal Code outlines provisions for underground districts. Both Title 14-Subdivision Regulations and Title 15-Zoning Regulations do not contain specific codified criteria for undergrounding a specific project, nor does the City have an undergrounding policy at the preparation of this Specific Plan for development projects. Although City staff may require a project to underground utilities as a condition of approval. However, the City Council, by Resolution, may adopt an underground district. Currently, the project area does not have an underground district but may in the future should City Council deem it necessary.

Natural Gas

The Southern California Gas Company (SoCal Gas) provides gas service to the Project Area. SoCal Gas has confirmed that there are facilities in the area and service would be provided in accordance with SoCal Gas' policies and extension rules on file with the California Public Utilities Commission at the time contractual arrangements are made on a project-by-project basis.

C. Public Facilities

1. Police and Fire Protection Services

The Civic Center Complex is located along the east side of Main Street between Holly Street on the north, Grand Avenue on the south, and Standard Street on the east. The complex contains El Segundo City Hall, the Police Department and Fire Department Station No. 1 which are all within the Specific Plan area. City Hall is located at 350 Main Street within the study area and adjacent to Downtown commercial and retail areas.

The El Segundo Police Department is located at 348 Main Street and is responsible for providing general law enforcement to the City and enforcing the local, state, and federal laws. The police department can accommodate a total of 82 sworn and non-sworn officers and related equipment. The station is adequate to accommodate a projected city-wide build out population of approximately 17,300 residents. The department utilizes an Area Command Program for quality-of-life issues within the City.

The Emergency Operations Center (EOC) is located at 348 Main Street within the Police Department facility and is the hub for ensuring that the public are informed, prepared and have the ability to recover from natural, technological, and/or acts of terrorism. Some of these hazards include fires, flooding, earthquakes, Tsunamis, hazardous waste and pipeline spills and/or leaks, and general acts of terrorism. Because the EOC is critical to public safety and is the focal point for coordinating the City's emergency planning, training, response, and recovery efforts, the city utilizes an Emergency Management Team comprised of key agency staff specifically trained to handle emergencies. This typically includes those from various city departments, including those from police and fire. The EOC is also used as a training facility for conducting regular employee training to handle emergency preparedness, response, and recovery operations.

Fire Station No. 1 is located at 314 Main Street adjacent to the Civic Center Complex and will serve the Specific Plan area with fire, rescue, emergency, and medical services.

2. Schools, Parks, and Other Public Services

Schools

The El Segundo Unified School District offices are located outside the Specific Plan area at 641 Sheldon Street. The District provides elementary, middle, and high school education services to approximately 3,448 students citywide. There are two existing schools situated just north of the Specific Plan boundary: El Segundo High School, located at 640 Main Street, and Richmond Street Elementary School, located at 615 Richmond Street. El Segundo High School serves approximately 1,270 students in grades 9 to 12. Richmond Street Elementary School serves approximately 588 students in kindergarten to grade 5.

Parks and Recreation

The City's Community Services Department, or Recreation and Parks, is located at 401 Sheldon Street which is outside the Specific Plan area. Although Recreation and Parks are a part of the City's core service, the actual staff is not located directly at City Hall. The Department contains three divisions: Administration, Recreation, and Library. The Community Services Department operates and maintains parks and recreational facilities, the library, social programs, classes, special events and activities such as the El Segundo Certified Farmers' Market. Transportation opportunities, such as Dial-A-Ride and the Beach Shuttle are also administered by the Department.

The Specific Plan area does not contain any parks, but there are two public parks located directly adjacent to the boundary and service the area: Library Park and Recreation Park. Library Park is a passive park located adjacent to the public library north of the Project Area on Main Street at Mariposa Avenue and it contains a bandstand and shaded seating areas. Recreation Park is an active sports park located on east of the Specific Plan area on Grand Avenue at Eucalyptus Drive, and it contains baseball fields and batting cages, pickleball courts, inline hockey rink, lawn bowling, horseshoe pit, shuffleboard, playground, clubhouse, and a senior citizen center.

Library

The El Segundo Public Library is located at 111 W. Mariposa Avenue, just north of the Specific Plan boundary. As with most public libraries, there is a Library Board of Trustees, a couple of advisory committees and a non-profit referred to as Friends of The Library. The library hosts multiple community events throughout the year and provides public meeting rooms. The library offers a variety of services including a summer reading program and homework assistance programs.

Solid Waste Collection and Disposal

Several private haulers provide solid waste collection service within the Specific Plan area and EDCO serves the residential component.

As of January 1, 2022, State Law (SB 1383) went into effect requiring local collection agencies to reduce organic waste methane emissions which result from organic waste deposited at landfills. This organic waste includes food waste, green waste, and paper products that decompose and release methane gas into the atmosphere.

This bill requires a seventy-five percent reduction by 2025 city wide. As such, this waste is required to be deposited in the green containers in lieu of the gray containers. Although the landfill capacity is adequate to handle build out, this reduction will then effectively reduce the waste that gets deposited into the landfill as a secondary outcome from the law and ordinance. It was determined that the proposed project area will not require any physical changes or new/altered facilities to ensure adequate service to the project area, as detailed further in the Environmental Documentation. However, the City through development projects or within public lots may consider the implementation of trash compacters.



6 Implementation

CHAPTER 6: IMPLEMENTATION

A. Introduction

This section outlines the implementation program for the Specific Plan. The implementation program includes the following components:

- An overview of the ways the Specific Plan can attract economic investment and public improvements;
- A review of key existing economic conditions influencing current and future development potentials in the Specific Plan area;
- A summary of the types of new development that are likely to be successful in the Specific Plan area;
- A description of various economic development "tools" or implementation approaches available to the City of El Segundo to achieve the Plan objectives; and
- A review of potential funding sources/mechanisms for implementation of key Plan initiatives.

Note that within this section there are a range of strategies and funding approaches that are universally applicable to many different communities. The way in which they are ultimately adapted to El Segundo will be somewhat unique, however, which will depend on numerous specific conditions including for example available resources, the interrelationship of various programs, preferences of the applicable stakeholder groups, and other considerations.



The Specific Plan outlines programs to attract economic investment and public improvements

1. How the Specific Plan Can Attract Private Investment and Provide Public Benefits

An effective Specific Plan typically involves both the public and private sectors. Whereas development of the land uses envisioned for a plan area is often "kick started" by various public sector initiatives, the ultimate goal of this type of planning effort is to attract desired private investment. Broadly speaking, there are two major ways that a municipality can facilitate private development:

A. By creating a "conducive development environment" that is consistent with prevailing market demand for various land uses. This may include the following types of actions or policies:
   - Zoning, design guidelines, etc. that are responsive to market needs at the individual-establishment level, while maintaining the overall character of the Specific Plan area that preserves and enhances its general marketability;
   - Information about the concepts, intent, etc. of the Specific Plan area to prospective investors/tenants;
   - Streamlined permitting and entitlement processes (i.e., minimizing the need for discretionary approval processes, environmental impact analysis, etc.);
   - Area-wide infrastructure investments, including parking facilities and street improvements;
   - Area-wide "amenity" investments, including landscape and streetscape improvements;
   - Marketing programs to enhance the area's identity and recognition among consumers; and
   - Clearinghouse roles (e.g., coordination of funding resources and dissemination of information related to investment in the Specific Plan area).

B. By providing focused development support to area businesses, property owners, and key development projects. This can involve the following types of initiatives:
   - Financially structuring shared infrastructure improvements that increase the productivity of the area, in ways that are advantageous to development, such as shared parking; and
   - Investing in specific infrastructure improvements in the Specific Plan area.

Each of these potential implementation items is described in greater detail below (under Section B.4, Creating the Conditions for Attracting Private Investment, and Section C, Potential Funding Sources).

2. Economic Conditions Influencing Development Potentials in the Specific Plan Area

An effective Specific Plan needs to be based on a realistic understanding of the market conditions affecting the Specific Plan area. Simply changing zoning on a map will not attract development unless there is an underlying market demand for a particular land use. On the other hand, if there is immediate demand for a desirable land use that is not permitted under existing zoning, a change in zoning can bring about very significant results. Moreover, appropriate zoning changes can be made more effective if coupled with policies that address other existing barriers to development (e.g., insufficient infrastructure). A summary of the major favorable and challenging conditions affecting development potentials in the Specific Plan area is provided below.

Advantageous Factors. El Segundo in general and the Specific Plan area overall are advantaged by the following geographic and socioeconomic factors:

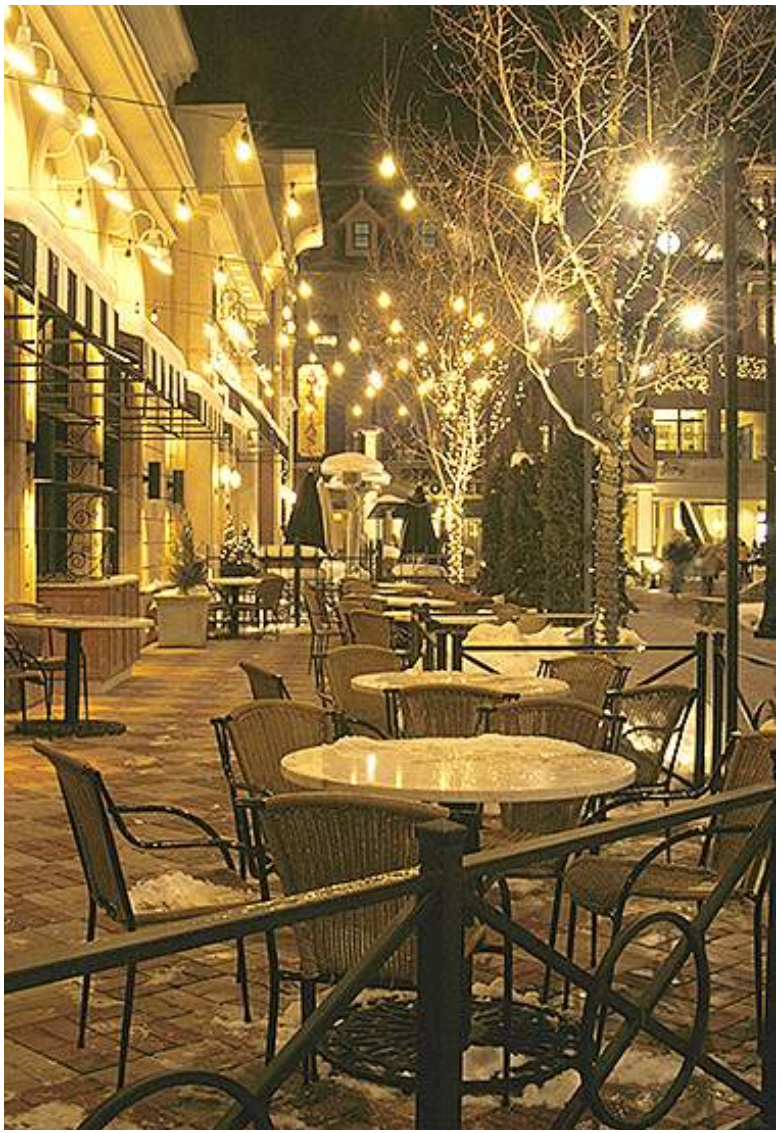
- Retail and office demand in El Segundo reflect the city's unique status as a small residential community with a massive daytime employment population. Whereas the city's resident population in 2019 was approximately 16,800 persons, in 2019 there were an estimated 73,800 jobs in the city. These numbers equate to approximately 4.4 jobs per resident. In contrast, the jobs-per-resident ratios in the neighboring cities of Culver City, Hermosa Beach, and Manhattan Beach were 1.9, 0.4 and 0.6, respectively (and the overall average for Los Angeles County was 0.5).
- Due to El Segundo's extraordinary jobs/resident ratio, the city supports far greater retail sales and has far more office space than would be typical for a residential community of its size. Taxable sales in El Segundo in 2019 were $36,500 per resident compared to the countywide average of $12,000. Among the three comparison cities considered in this study, only Culver City had higher taxable sales per capita ($39,900); per capita taxable sales in Hermosa Beach and Manhattan Beach in 2019 were $12,200 and $19,200, respectively.
- El Segundo has an existing inventory of 17.8 million square feet of office space, representing nearly 5% of all office space in Los Angeles County. In contrast, the city's population represents only 0.2% of the Los Angeles County total, which again underscores El Segundo's very strong market position for non-residential development. A key implication of this strong market position is that future retail and office development opportunities in El Segundo will not specifically be constrained by resident population growth (which is expected to be minimal, according to the official SCAG forecast), but will be more broadly supported by regional population increases and growth in the larger Westside/South Bay economy.

Challenging Factors. The city and Specific Plan area also face several notable challenges:

- After gradually recovering from high-vacancy conditions during the Great Recession, the Los Angeles County office market has experienced significant new headwinds due to the COVID-19 pandemic. Countywide, these impacts have translated to lowered transaction volume, rising vacancy levels and slower rent growth (all of which discourage development of new space).
- The impact of the pandemic shutdown on the office market continues to take shape, and the extent to which reduced demand for office space will become a permanent condition (due to an increase in remote workers) is currently unclear. For planning purposes, the office market demand analysis summarized below assumes a gradual return to "normal" conditions of projected employment growth translating to demand for new office space. However, a more permanent "Work from Home" (WFH) workforce would clearly reduce the demand for new office space.
- Future housing demand in El Segundo (under the baseline and the aggressive scenarios considered in this analysis) is expected to be in the range of 500-750 units citywide over the next 20 years, representing growth of approximately 25-38 units per year. These projected levels of development would exceed recent historic growth rates (about 14 years per year between 2010 and 2020). In order to achieve these accelerated levels of development, the City will need to expand zoning capacity for higher-density housing. In this regard, the likely constraints (from a community acceptance perspective) on significantly increasing development densities (building heights) within the Specific Plana area place practical limits on the amounts of new residential that is likely to be built in the Downtown over the next 20 years.
- Competing downtown areas, such as Manhattan Beach's, are currently higher-profile destinations for such activities as dining and nightlife, with established market positions.
- Although the city's massive daytime population of high-wage workers creates significant demand for retail and restaurant businesses, most of this demand is currently satisfied by commercial areas outside the Downtown (i.e., closer to where major office districts are located).
- The Specific Plan area is largely built out and most parcels are developed with existing, economically viable uses. This typically creates a situation where any new development would need to be relatively high density in order for the ultimate value of the development to justify the costs associated with buying and clearing land that is currently occupied with financially productive uses. While there may be some currently underutilized sites that are exceptions to this observation, it probably applies as a good rule thumb for defining the types of opportunities that are likely to exist for most parcels.
- In areas where high land values challenge the financial feasibility of redevelopment (or new development), the cost of providing adequate parking is often a "deal breaker" for infill development or redevelopment, especially if structured parking is required.

The above conditions suggest the following major conclusions about the types of opportunities that are likely to apply to existing or future development in the Specific Plan area:

- For sites suitable for major new mixed-use development, projects will likely need to be relatively high density given prevailing land values.
- Parking solutions for mixed-use (and for targeted new commercial tenants such as restaurants) need to be as creative as possible, and these concepts are addressed elsewhere in the Specific Plan.
- The area could benefit from an expanded branding/marketing effort to achieve greater place recognition and effective leveraging of the area's locational strengths (as noted above under "advantageous factors").
- The preceding points all suggest that the City is well served by a flexible approach that anticipates the above issues and is responsive to the accompanying needs and market demands.



Mixed-Use development will likely need to be relatively high density

3. Summary of Development Demand Analysis

As part of the background research for the Specific Plan update, The Natelson Dale Group, Inc. (TNDG) prepared a market study to identify long-range demand for various types of development in the Specific Plan area. Key findings from the overall demand analysis are summarized in the table below for El Segundo and the Downtown Specific Plan area. The Specific Plan has evaluated these potential land uses to create a more realistic analysis which is being evaluated by the EIR and falls within the baseline and aggressive demand for the Downtown Specific Plan area.

Table 6-1: Overview of Market Demand Projections (through 2040)

Land Use	Current Existing (2023)		Citywide Demand (through 2040)		Downtown Specific Plan Demand (through 2040)		Basis/ Key Assumptions for Demand Scenarios	
	Citywide	Downtown	Baseline	Aggressive	Baseline	Aggressive	Baseline	Aggressive
Retail/Restaurant (square feet)	1,242,000	289,000	465,000	1,045,000	69,500	166,500	El Segundo's percentage share of regional (5-mile trade area) demand will remain constant	El Segundo's percentage share of regional demand will grow over time
General Office (square feet)	9,448,000	87,000	770,000	2,500,000	115,500	250,000	Baseline forecasts reflect modest employment growth projected by SCAG	Aggressive forecasts reflect a continuation of El Segundo's office absorption rates over past 10 years
Medical Office (square feet)	Included in General Office	Included in General Office	160,000	160,000	24,000	24,000	Medical office demand is assumed to be the same for baseline and aggressive scenarios (since it is assumed to be primarily a resident-serving land use, with limited potentials to capture regional demand)	
Multi-Family Residential (dwelling units)	6,678	17	500	750	200	375	Citywide forecast generally corresponds to City's RHNA requirements	Baseline projections increased by 50% to reflect potential expansion in zoning capacity

Source: The Natelson Dale Group, Inc. (TNDG) and the City of El Segundo

4. Creating the Conditions for Attracting Private Investment – City's Role and Tools

Zoning. From an economic perspective, two key issues need to be addressed as it relates to zoning within the Specific Plan area:

1. Allowable densities need to be high enough to facilitate market-driven redevelopment of selected parcels given the relatively high land values in the Specific Plan area.
2. Zoning should allow the flexibility to develop desirable land uses for which the future market is uncertain (e.g., office space).

Streamlined permitting and entitlement. A key advantage to adopting a Specific Plan is that it provides a vehicle for expedited approval of development proposals that are consistent with the community vision established by the Plan. Developers consistently cite this type of provision as a key factor in selecting the communities where they will pursue projects. In this regard, it is essential that the adopted plan remove to the maximum degree possible the need for discretionary approvals for projects that fall within the development "envelope" established by the Plan. The program-level environmental impact report (EIR) being prepared as part of this Specific Plan process will provide a significant incentive in this regard.

Management of entitlements. The structure of the Specific Plan helps maximize attractiveness of the area for development and other investment by aligning development potential and desired development with "given" entitlements, thereby minimizing the need for property owners/developers to seek additional entitlements. At the same time, the Plan provides the regulatory framework and design guidelines to create unique and identifiable districts within the Specific Plan area. Setting clear development frameworks and minimizing the need for additional entitlements also gives the area a marketing advantage. Any future adjustments to entitlement conditions can adhere to the spirit of keeping the development process as streamlined as possible.

Another aspect of managing entitlements is the matter of having a "finite allotment of the entitlements," available for Specific Plan area properties, which would accomplish three things: 1) Recognize practical limits in the demand for different land uses in the area, 2) Keep the development at a manageable level and type mix, and 3) Incentivize early (timely) redevelopment of individual sites. This concept may seem counterproductive with respect to the discussion above about the desirability of maximizing entitlements in the area. However, the two notions can be complementary, as development timing is the critical factor.

Tools to encourage rehabilitation and creative reuse of commercial properties. For appropriate properties, the City could have programs in place to encourage rehabilitation and creative use/reuse of commercial sites, such as dedicated grant/loan programs using CDBG or other funds. Within the study area, existing commercial uses are frequently found located in small individual properties and/or spaces that may be somewhat inefficient in terms of their relationship to the street and to parking, and their overall adaptability to various uses. However, these kinds of conditions also lend the area a character that is somewhat unique within the overall trade area. These spaces can be attractive to creative entrepreneurs in all fields of endeavor.

Marketing partnerships. The City could implement the marketing options discussed below, and other branding and information-compilation activities, in careful coordination with the El Segundo Chamber of Commerce, and any other appropriate development partners.

Branding. As a starting point for future marketing initiatives for the Specific Plan area, the City could conduct a branding exercise or similar process by which to designate the Specific Plan area with a marketing-friendly name.

Marketing and other information-compilation options. The City could undertake, or support through partnership with appropriate entities, any or all of the following options:

- Develop materials for and/or conduct workshops around the theme of, "why developing/occupying the Specific Plan area is good business." Companion materials for living in the area could also be produced. Topics within these materials include: descriptions of how the area is value-planned, general and specific ways in which the City functions as a key partner in developing the area, benefits potentially available to developers, businesses, etc. from sources in addition to the City, and advantages to various uses from a market point of view.
- Produce a high-quality newsletter devoted to the area, issued on a regular schedule, that contains information of interest to both the property owners, businesses, and residents, and to outsiders, including people who are not familiar with the area and may have an interest in investing in it.
- Produce an annual report of development activity in the area, including development-related data such as absorption, occupancy, mix of business types, noteworthy development news, etc. The content and format of such a report can be modeled on those produced periodically by real estate brokerage firms. This kind of information could also serve as one focus of compiling monitoring/evaluation information.

Marketing of the Specific Plan area could be accomplished in recognition of the fact that Generation Y (Millennials) apparent preferences for higher density development will work in the area's favor. (While these preferences have been noted under current conditions, other investigations of Millennials have demonstrated that such preferences might not be long-term.)

Coordination with other organizations. Given the many options for coordinating marketing and related activities supporting implementation, the City could review its overall position relative to economic development planning and marketing in order for this action to be optimized.

Role of SCAG with respect to El Segundo. As a member of the Southern California Association of Governments (SCAG), the City has access to the following benefits outlined on the SCAG website:

- Assisting in locating and securing grant funding from federal and state agencies
- Providing methodologies, tools and training programs to help members implement approved regional plans
- Receiving priority responses on requests for data, publication or other planning support
- Requesting the creation of customized maps for use on the City's website
- Access jurisdictional data analyses, forecasting data and additional GIS resources.

Currently, SCAG provides links to the City's main website as well as a 'Local Profile' for El Segundo, which is dated May of 2019. The document provides an overview of demographic, employment, housing, transportation, retail sales, education, and other regional highlights.

B. Implementation Action Plan

The vision and principles presented in the Downtown Specific Plan are supported by the following Implementation Action Plan. The Implementation Action Plan provides a summary of Specific Plan recommendations and major actions needed for implementation. The table also identifies the responsible agency or party, suggested timing of the actions, and a list of potential funding sources to assist in implementing each action to achieve the goals set forth within the El Segundo Downtown Specific Plan.



The Implementation Action Plan provides a summary of the recommendations and major actions needed to develop the vision for Downtown El Segundo

Table 6-2: Implementation Action Plan

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks	
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
REGULATORY ACTIONS			
Adoption of Specific Plan and EIR: Adoption of the Specific Plan and EIR is the catalyst for Downtown El Segundo and the recommended land uses, development standards, and other proactive policies designed to spur economic investment and visual enhancement of the area.	1	CD, Con	General Plan Maintenance Fund
PROGRAMS, STUDIES, AND INITIATIVES			
Branding and Marketing: Brand and market the Downtown to promote image and attract investment	1	CD, Chamber, EDC	Assessment District (e.g., PBID), General Fund
Gateway and Wayfinding Program: Prepare a wayfinding directional sign program including directional kiosks for the Downtown Specific Plan area. As part of the plan, include historic resources.	1	CD, PW	Assessment District (e.g., PBID), General Fund, CIP
Civic Center Public Plaza Concept (Chapter 2, Section G.4): Prepare conceptual design package for the public plaza.	1	CD	Assessment District (e.g., PBID), General Fund, CIP
Downtown Shuttle Service: Provide shuttle service to local hotels and employers to improve access to Downtown.	1	CD, Chamber, EDC	Assessment District (e.g. PBID), General Fund, User Fees, Grants

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Table 6-2: Implementation Action Plan (Continued)

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks	
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
Parking Management Plan: Review recommended parking strategies for the Specific Plan Area and determine appropriate on- and off-street parking strategies for implementation. Evaluate effectiveness existing shared parking and in-lieu fee program and update.	1	CD, PW	General Fund
Parklets Program: Prepare a Parklets Program for the long-term buildout of parklets and include the development of design criteria for parklets which identifies solutions for providing cohesive design options for parklets that comply with the operational needs of the City and meet applicable building and fire codes.	1	CD, Chamber	General Fund
Truck Route Study: Prepare a Truck Route Study to investigate the purpose and use of the existing Truck Route on Main Street. Depending on the findings of the existing conditions analysis of that study, should relocation of the Truck Route be a desired next step of analysis, the study should investigate the feasibility of that relocation.	1	CD, PW	General Fund

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Table 6-2: Implementation Action Plan (Continued)

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks	
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
Traffic Impact Study for Main Street Closure: Perform a traffic impact study to analyze the potential future long-term permanent closure of Main Street to vehicles from El Segundo Blvd to Mariposa Avenue.	1	CD, PW	General Fund
Business Impact Study for Main Street Closure: Perform a business impact study to analyze the potential future long-term permanent closure of Main Street to vehicles from El Segundo Blvd to Mariposa Avenue.	1	CD, PW	General Fund
PBID: Consider the evaluation of a Property Owner / Business Improvement District	1	CD, F	General Fund
Property/Business Owner Outreach: Establish ongoing interface with property and business owners to faciliate business retention/expansion and to maximize support for assessment-based funding.	1	CD, Chamber, EDC	General Fund
Grant Funding: Pursue federal, state and regional funding sources for infrastructure and planning.	1	CD, F	General Fund
Impact Fees: Update the Development Impact Fee (DIF) and Parking In-Lieu Fee schedules for the Specific Plan area.	1	CD, F	General Fund
Incentives: Define targeted incentives for housing, retail/restaurant, and mixed-use development (throughout Downtown with special focus on key "catalyst" sites).	1	CD, F	General Fund, Development Standards, Development Agreements

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Table 6-2: Implementation Action Plan (Continued)

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
Special Events: Program events to establish Downtown as the "cultural heart" of El Segundo; focus on attracting daytme office users to Downtown.	2	CD, Chamber, EDC	Assessment District (e.g. PBID), General Fund, User Fees
Temporary Main Street Closures: Plan for and conduct occasional/periodic street closures along Main Street between El Segundo Blvd and Mariposa Avenue for events or other activities .	2	CD, Chamber, EDC	Assessment District (e.g. PBID), General Fund, User Fees
Tenant Recruitment: Focus marketing outreach on recruitment of unique restaurants and small-scale retail in Downtown.	2	CD, Chamber, EDC	Assessment District (e.g. PBID), General Fund
IMPROVEMENT PROJECTS			
Gateway Monuments and Additional Wayfinding (Chapter 4, Section B): Survey, design development, and improvement plans as coordinated with adjoining private development.	1	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment Disrict (e.g., PBID)
Main Street Improvements (Chapter 3, Section E.1): Survey, design development, and improvement plans as coordinated with adjoining private development.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants, CEQA Mitigations

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Table 6-2: Implementation Action Plan (Continued)

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks	
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
Grand Avenue Improvements (Chapter 3, Section E.2): Survey, design development, and improvement plans as coordinated with adjoining private development.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants, CEQA Mitigations
Richmond Street Improvements (Chapter 3, Section E.3): Survey, design development, and improvement plans as coordinated with adjoining private development.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants, CEQA Mitigations
Downtown Streetscape Theme Improvements (Chapter 4, Section C): Streetscape furnishings, decorative paving, pedestrian lighting, street banners, landscaping, and irrigation improvements.	2	PW, CD, Chamber	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants
Alleyway Improvements (Chapter 3, Section F): Survey, design development, and improvement plans as coordinated with adjoining private development.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants

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Table 6-2: Implementation Action Plan (Continued)

	1 = First Year, **2**= Two to Five Years, **3** = Five Years 4 = Ten Years	**CD** = Community Development, **CE** = Code Enforcement, **Chamber** = Chamber of Commerce, **Con** = Consultant, **EDC** = Economic Dev. Corporation, **F** = Finance Department, **PW**= Public Works, **R**= Recreation & Parks	
	TIMING	**RESPONSIBILITY**	**POTENTIAL FUNDING SOURCES**
Paseo Improvements (Chapter 3, Section E): Survey, design development, and improvement plans as coordinated with adjoining private development.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants
Mid-Block Crosswalk Improvements and Intersection Beautification (Chapter 3, Section A.2): Survey, design development, and selected improvement plans.	2	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants
Parking Structure at Civic Center (Chapter 3, Section G.2): Survey, design development, and improvement plans as coordinated with adjoining private development.	4	PW, CD, F	Impact/In-Lieu Fees, CFD, User Fees
Parking Structure at Richmond District (Chapter 3, Section G.2): Survey, design development, and improvement plans as coordinated with adjoining private development.	3	PW, CD, F	Impact/In-Lieu Fees, CFD, User Fees
Civic Center Public Plaza Improvement (Chapter 2, Section G.4): Survey, design development, and improvement plans as coordinated with adjoining private development.	3	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants
Bus Shelter and Transit Stop Improvements (Chapter 3, Section D): Survey, design development, and selected improvement plans.	3	PW, CD	General Fund, CIP, Development Standards, Development Agreements, Assessment District (e.g., PBID), CFD, Grants

C. Potential Funding Mechanisms

A series of financing tools potentially available to the City, from federal, state, and organizational sources, and from mechanisms that the City could implement, are described below. While the ideal set of solutions and implementation and funding mechanisms to achieve the Downtown Specific Plan's goals will evolve over time, a consistent set of criteria for selecting these mechanisms is established as follows:

- *Equitable distribution of costs and benefits:* The Downtown's existing parking and infrastructure deficiencies are shared among all property owners and businesses, and are not attributable only to future development projects. As a result, funding for resolving existing deficiencies should be shared among all property owners and/or businesses in the district – except in cases where there is a clear nexus between an individual development project and needed public facilities.
- *Allow for incremental solutions:* While major, long-term infrastructure projects can occur in later phases of the Specific Plan implementation, the action plan prioritizes high-impact approaches to infrastructure improvements that can be introduced in the short term.
- *Reduce dependency on future development:* As appropriate, implementation solutions should focus on resolving existing Downtown-wide deficiencies regardless of future development activity.

It is envisioned that many future improvements planned for the Downtown area will be achieved through development by the private sector, including meeting development standards, paying existing and possible future fees, and through other funding mechanisms that could apply to all future development. Guided by the development standards and guidelines included in this Specific Plan, these development projects can each incrementally contribute to establishing a high-quality place whose value will be much greater than it would be without these coordinated efforts.

It is also incumbent on the City to pursue an array of funding sources and financing mechanisms to implement some of the larger public improvements included in this Specific Plan. These mechanisms are complex and are tied to many factors outside the control of the City of El Segundo, including market and economic cycles, State and Federal grant funding availability, State enabling legislation, etc. This precludes the ability to immediately establish a detailed timeline for building every identified improvement. Therefore, this implementation strategy focuses on identifying the range of potential mechanisms available for delivering the major improvements necessary to realize the core elements of the Specific Plan's vision. The strategy prioritizes an initial set of investments and programmatic activities that will set the stage for long-term implementation. This implementation strategy should be revisited on a regular basis to ensure that the Plan's desired outcomes are being achieved.

1. Categories of Physical Improvements and Programs Requiring Funding

Implementation of the Downtown Specific Plan requires completing a number of physical improvement projects and initiating several ongoing programs. For purposes of understanding how funding sources and tools align with these initiatives, the recommended projects and programs are grouped in three major categories:

- Regulatory actions;
- Programs, studies and initiatives; and
- Improvement projects.

2. Funding Sources and Application to Specific Plan Improvements and Programs

This section provides a menu of potential funding sources for implementing capital improvements and programmatic activities to realize the Downtown Specific Plan vision. In many cases, multiple funding sources must be combined to pay for projects. Therefore, each source's description includes considerations for deploying the source in the specific context of Downtown El Segundo.

Although the terms "funding" and "financing" are often used interchangeably, there is an important distinction between the two terms. "Funding" typically refers to a revenue source such as a tax, fee, or grant that is used to pay for an improvement. Some funding sources, such as impact fees, are one-time payments, while others, such as assessments, are ongoing payments. "Financing" involves borrowing against future revenues by issuing bonds or other debt instruments that are paid back over time through taxes or fee payments, enabling agencies to pay for infrastructure before the revenue to cover the full cost of the infrastructure is available.

Table 6-3: Funding Source Categories and Examples

CATEGORY	EXAMPLES
City Resources	• General Fund • Capital Improvement Program • User Fees
Outside Grants	• Federal • State • Regional (e.g., Metro)
Developer Contributions	• Development Standards • CEQA Mitigations • Impact/In-Lieu Fees • Negotiated Agreements
District-Based Tools	• Assessment District (including LLD, PBID and CBD) • Community Facilities District

City Resources

General Fund: General Fund revenues include property tax, sales tax, transient occupancy tax, and other revenues that are primarily used to pay for ongoing municipal services and operations. Both the General Fund and the Capital Improvement Program are critical funding sources for the Downtown Specific Plan's near-term physical improvements and initial programmatic investments. In the absence of new district-based funding resources, the General Fund will also need to support ongoing programs that require City staff time, such as the recommended branding/marketing effort.

Capital Improvement Program (CIP): Infrastructure projects identified in the Downtown Specific Plan—including the major capital improvement projects—are candidates for inclusion in the City's Capital Improvement Program, which is updated annually and includes a projection of five years of future infrastructure projects.

User Fees: User fees and rates include the fees charged for the use of public infrastructure or services. It may be possible to use some portion of user fee or rate revenue toward financing the costs of new infrastructure (e.g., parking structures) and/or services (e.g., shuttle transportation or fee-based special events).

Outside Grants

Various Federal, State, and regional grant programs distribute funding for public improvements. Because grant programs are typically competitive, grant funds are an unpredictable funding source, and the City of El Segundo must remain proactive in applying for grants to implement the Downtown Specific Plan. Downtown projects focused on pedestrian and bicycle improvements may be especially competitive for grant funding since these projects contribute to achieving the goals of the regional Sustainable Communities Strategy. For example, the Southern California Association of Governments (SCAG) provides competitive grant funding under the Active Transportation Program for infrastructure improvements such as bicycle lanes and pedestrian improvements.

Developer Contributions

Development Standards: Each new development project will contribute to the Downtown Specific Plan's implementation by meeting requirements regulating each project's land uses, height, density, bulk, parking requirements, on- site circulation, on-site open space, street frontage improvements, and other features consistent with the overall improvement plan for Downtown. New development projects can also be required to reimburse the City for the cost of developing and administering the Downtown Specific Plan itself. These standards are adopted in the City's zoning ordinance and must be satisfied in order for a project to be granted approval.

CEQA Mitigations: The environmental review process requires the analysis of a project's environmental impacts and the identification of measures to reduce or eliminate these impacts. As a requirement of approval, developers may be required to undertake a number of mitigation measures, such as off-site traffic mitigation as defined by the California Environmental Quality Act (CEQA).

Impact/In-Lieu Fees: Impact and in-lieu fees are one-time fees imposed on new developments to pay for improvements and facilities that either serve the new development or reduce the impacts of the project on the community. Fee revenues cannot be used to fund existing deficiencies in infrastructure. In-lieu fees are payments made instead of meeting an on-site development requirement (such as paying a fee in-lieu of providing on-site parking spaces), while impact fees are required unless the impact is addressed in some other way (if allowed).

The cost and basis of impact fees and in-lieu fees must be directly related to the impacts being mitigated or requirement being met, respectively. As part of the initial process of implementing the Downtown Specific Plan, the City should undertake a review and update the Development Impact Fee and Parking In-lieu Fee schedules relevant to the Downtown.

Negotiated Agreements: Negotiated community benefits are developer contributions that exceed the baseline features required through development standards, environmental mitigation measures, and impact fees. These agreements are typically negotiated for large development projects, often either as a codified condition of approval for projects meeting certain conditions, or in exchange for variances from existing land use regulations. Given the scarcity of large future development sites in the Downtown, negotiated agreements are unlikely to be a major funding source; however, they may be useful and a case-by-case basis to supplement other funding sources.

District-Based Tools

Land-based financing tools are typically associated with new real estate development to generate benefit-based special assessment revenues or property tax revenues to finance improvements through bond repayment or paying for improvements over time. District- based tools provide a stable revenue stream while ensuring that properties benefiting from improvements also contribute to those public investments. The following table describes the three primary types of district-based funding and financing tools. Note that assessment districts and community facilities districts primarily capture additional funding from private entities.

The property-based improvement district (PBID) and/or business improvement district (BID) may be particularly relevant for use in the Downtown. With ongoing funding by property owners and/or business owners, a PBID or BID would provide an ongoing stream of revenue for promoting the district, contributing to lower-cost physical improvements, and managing any ongoing programs. This revenue source is generally insufficient to fund major capital improvements, but the limited assessment and the local control of revenues are likely to appeal to property owners and businesses within the district.

A Mello-Roos community facilities district (CFD) would provide a flexible and substantial revenue source against which it is possible to issue bonds for major capital improvements. Revenues can also be used to fund ongoing operation and maintenance expenses. However, passage of a CFD in the Downtown is likely to be challenging until property owners reach consensus around shared infrastructure needs and a willingness to contribute significant monetary resources toward addressing those needs.

Table 6-4: Summary of Major District-Based Value Capture Tools

FUNDING TOOL	DESCRIPTION	USES	CONSIDERATIONS
Special Assessment Districts	Additional assessment against a range of participants, depending on the type of district and relative benefit received. Examples include: Landscaping and Lighting District, Community Benefit District, Business Improvement District, Property- Based Business Improvement District	Most useful for funding ongoing operations and maintenance.	• Requires majority vote of paying stakeholders. • Increases costs and risk for paying stakeholders; stakeholders need to perceive a clear benefit for themselves. • Impacts paying stakeholders' overall ability to support other taxes, fees, and community benefits. • Little financial risk to the City or public agencies; could lead to increased tax revenue based on private reinvestment. • Additional City staff time to administer districts could offset some gains.
Community Facilities District (Mello-Roos)	Additional assessment on property, levied and varied based on a selected property characteristic (excluding property value).	Infrastructure improvements, development of public facilities, ongoing operations and maintenance.	• Requires approval of 2/3 of property owners • Boundaries can include noncontiguous parcels. • Fees can be proportionally subdivided and passed on to future property owners. • Increases costs and risk for landowners and homeowners if fees dissuade buyers or reduce achievable sales prices. • Impacts paying stakeholders' overall ability to support other taxes, fees, and community benefits.

Table 6-5: Applicable Funding Sources

	Developer Contributions				District-Based Mechanisms		City Resources			Outside Sources
	Development Standards	CEQA Mitigations of Project Impacts	Impact / In-Lieu Fees	Negotiated & Voluntary Agreements	Assessment District (LLD, PBID, CBD)	CFD	General Fund	Capital Improvment Program Funds	User Fees	Other Regional, State and Federal Grants
REGULATORY ACTIONS										
Adoption of Specific Plan and EIR							X			X
PROGRAMS, STUDIES, AND INITIATIVES										
Branding and Marketing					X		X			
Gateway and Wayfinding Program					X		X	X		
Civic Center Public Plaza Concept					X		X	X		
Downtown Shuttle Service					X		X		X	X
Parking Management Plan							X			
Parklets Program							X			
Truck Route Study							X			
Traffic Impact Study for Main Street Closure							X			
Business Impact Study for Main Street Closure							X			
PBID (Feasibility Study)							X			

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Table 6-5: Applicable Funding Sources (Continued)

	Developer Contributions				District-Based Mechanisms		City Resources			Outside Sources
	Development Standards	CEQA Mitigations of Project Impacts	Impact / In-Lieu Fees	Negotiated & Voluntary Agreements	Assessment District (LLD, PBID, CBD)	CFD	General Fund	Capital Improvment Program Funds	User Fees	Other Regional, State and Federal Grants
Property/Business Owner Outreach							X			
Grant Funding (investigate and pursure external funding sources)							X			
Impact Fees (Updated DIF and Parking In-Lieu schedules)							X			
Define Developer Incentives	X			X			X			
Special Events					X		X		X	
Temporary Main Street Closures for Events					X		X			
Tenant Recruitment					X		X			
IMPROVEMENT PROJECTS										
Gateway Monuments and Additional Wayfinding	X			X	X		X	X		
Main Street Improvements	X	X		X	X	X	X	X		X
Grand Avenue Improvements	X	X		X	X	X	X	X		X
Richmond Street Improvements	X	X		X	X	X	X	X		X
Downtown Streetscape Theme Improvements	X			X	X	X	X	X		X

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Table 6-5: Applicable Funding Sources (Continued)

	Developer Contributions				District-Based Mechanisms		City Resources			Outside Sources
	Development Standards	CEQA Mitigations of Project Impacts	Impact / In-Lieu Fees	Negotiated & Voluntary Agreements	Assessment District (LLD, PBID, CBD)	CFD	General Fund	Capital Improvment Program Funds	User Fees	Other Regional, State and Federal Grants
Alleyway Improvements	X			X	X	X	X	X		X
Paseo Improvements	X			X	X	X	X	X		X
Mid-Block Crosswalk Improvements and Intersection Beautification	X			X	X	X	X	X		X
Parking Structure at Civic Center			X			X			X	
Parking Structure at Richmond District			X			X			X	
Civic Center Public Plaza Improvement	X			X	X	X	X	X		X
Bus Shelter and Transit Stop Improvements	X			X	X	X	X	X		X

The following table includes examples of grant funding sources that are potentially applicable to the Downtown Specific Plan Area.

Table 6-6: Examples of Grant Funding Sources

Program	Category	Agency/ Source	Description
Transportation Alternatives (TA) Funding	Federal	USDOT	Continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.
Charging and Fuel Infrastructure Grants	Federal	USDOT	Program funds will be made available each fiscal year for Community Grants, to install electric vehicle charging and alternative fuel in locations on public roads, schools, parks, and in publicly accessible parking facilities.
Active Transportation Program	State	Caltrans	The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. The program provides a total of about $220 million each year for bike and pedestrian projects across California. The program allows cities, counties, transit agencies and other public agencies to compete for grants to build bicycle/pedestrian paths, install bike racks and pay for other projects or programs that make walking or biking easier, safer and more convenient.
Clean California Local Grant Program	State	Caltrans	Projects that beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces.

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Table 6-6: Examples of Grant Funding Sources (Continued)

Program	Category	Agency/ Source	Description
Infill Infrastructure Grant Catalytic Program	State	HCD	Funding for Capital Improvement Projects that are necessary to facilitate the development of housing. Eligible improvements include utility service improvements, streets, roads, parking structures, transit linkages, transit shelters, traffic mitigation features, site preparation or demolition, sidewalks, and streetscape improvements.
Measure M	Local/ Regional	Metro	LA County voters approved Measure M with 71.15% support in 2016. The no sunset half-cent sales tax measure funds projects to ease traffic, repair local streets and sidewalks, expand public transportation, earthquake retrofit bridges and subsidize transit fares for students, seniors and persons with disabilities.
Measure R	Local/ Regional	Metro	A two-thirds majority of LA County voters approved the Measure R half-cent sales tax in 2008 to finance new transportation projects and programs, and accelerate those already in the pipeline. The Measure R Expenditure Plan devotes its funds to seven transportation categories: 35% to new rail and bus rapid transit projects; 3% to Metrolink projects; 2% to Metro Rail system improvement projects; 20% to carpool lanes, highways and other highway related improvements; 5% to rail operations; 20% to bus operations; and 15% for Local Return programs.
Proposition C	Local/ Regional	Metro	Proposition C was approved by Los Angeles County voters in November 1990, generating with a half-cent sales tax. Proposition C was intended to support projects and programs developed with Proposition A funds and, in particular, was to provide funding to help improve and expand the rail system started with Proposition A funds. The Proposition C expenditure plan is as follows: 20% Local Return programs; 5% rail and bus security; 10% commuter rail, transit centers and park & ride; 25% transit-related highway improvements; and 40% discretionary.

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Table 6-6: Examples of Grant Funding Sources (Continued)

Program	Category	Agency/ Source	Description
Proposition A	Local/ Regional	Metro	Approved by voters in November 1980, Proposition A is a half-cent sales tax dedicated to transportation funding and was the first of its kind to address transportation challenges in LA County. Proposition A has funded transportation projects, improved bus service, initiated plans for a rail system that continues to be expanded today and helped subsidize fares. The Proposition A expenditure plan includes 3 categories: 25% to Local Return Programs, 35% to rail development and 40% to discretionary.
AB 2766 Motor Vehicle Subvention Program	Local/ Regional	AQMD	The AB 2766 Subvention Program is a funding source for cities and counties to encourage the development of measures or projects that result in the reduction of motor vehicle emissions.
Sustainable Transportation Planning Grants	Local/ Regional	SCAG/ Caltrans	Sustainable Transportation Planning Grants funds local and regional multimodal transportation and land use planning projects, transportation planning studies partnering with Caltrans, and multimodal planning studies partnering with Caltrans that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives.



7 Administration



CHAPTER 7: ADMINISTRATION

A. Introduction

This chapter describes the authority of the Specific Plan, the administrative procedures required for amendments and/or modifications to the Specific Plan, Specific Plan administration, and design review process.



View of the City Hall Complex at Main Street looking towards Grand Avenue

B. Authority and Adoption

California Government Code Sections 65450 through 65457 provide the necessary authorization for the City of El Segundo to prepare and adopt this Specific Plan. Hearings are required by both the Planning Commission and City Council, after which the Specific Plan can be adopted by the City Council either by resolution (as policy) or by ordinance (as regulation). This document has been adopted by ordinance by the City Council as a regulation through a public hearing process.

The Downtown Specific Plan is a regulatory plan which will serve as zoning law for properties within the boundaries of the Plan. All proposed development plans or agreements, tentative or parcel maps, and any other development approvals must be consistent with this Specific Plan and with the General Plan.

The Downtown Specific Plan supersedes other regulations and ordinances of the City for the control of land use and development within the Specific Plan boundaries. Where the Specific Plan is silent on a topic, the El Segundo Municipal Code requirements remain in effect.

C. Specific Plan Amendments

The Specific Plan may need to be revised over time to accommodate modifications in response to the community's needs or changing economic conditions. California Government Code Section 65453 states that a specific plan "may be amended as often as deemed necessary by the legislative body." Amendments to the Specific Plan may be proposed as long as the proposed amendments are compatible and consistent with the purpose and goals of the Specific Plan and the El Segundo General Plan. Specific Plan amendments shall be processed in accordance with Government Code sections 65453-65454 and ESMC Chapter 15-27.

1. Amendment Approval

Minor Amendments

The Director of Community Development may make minor text and exhibit modifications that are clerical in nature with no substantive impact/change. Development Standard adjustments and administrative determinations do not require an amendment to the Specific Plan.

Appeals

Appeals of decisions by the Director of Community Development shall be processed in accordance with Chapter 15-29 (Appeals) of the ESMC.

D. Specific Plan Administration

1. Interpretation

The Director of Community Development is assigned the responsibility and authority to interpret the Specific Plan. Whenever the Director of Community Development makes an official interpretation of this Specific Plan, the interpretation shall be made in writing explaining the interpretation and the general circumstances surrounding the need for the interpretation. Any interpretation by the Director of Community Development may be appealed. The Director of Community Development may refer interpretation of the Specific Plan to the Planning Commission for a decision at a public meeting.

2. Severability

If any section, subsection, sentence, clause, phrase or portion of this Specific Plan, or any future amendments or additions hereto, is for any reason found to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Specific Plan document or any future amendments or additions hereto. The City hereby declares that it would have adopted these requirements and each sentence, subsection, clause, phrase or portion or any future amendments or additions thereto, irrespective of the fact that any one or more section, subsections, clauses, phrases, portions or any future amendments or additions thereto may be declared invalid or unconstitutional.

3. Administration Process

All development applications within the Specific Plan area shall follow established City procedures such as those for zone variances, conditional use permits, development permits and subdivisions. All development applications within the Specific Plan area will be evaluated for compliance with Specific Plan regulations and guidelines. Appeals are regulated pursuant to compliance with Chapter 15-29 (Appeals) of the ESMC.

4. Allowable Land Uses

Allowable land uses are identified in Chapter 2, Private Realm – Land Use and Development Standards and are listed for each Specific Plan District. A land use that is not listed in the Permitted Use Table is not allowed except where the Director of Community Development may find that a use may be permitted due to its consistency with the purpose/intent of the zoning district and similarity to other uses listed in compliance with ESMC Chapter 15-22 (Administrative Determinations). In addition, General Office, Medical-Dental Office, and other pedestrian-friendly uses may be allowed in the Main Street and Richmond Street Districts as primary street ground floor uses subject to review and approval of an Administrative Use Permit (ESMC Chapter 15-23). Such uses must increase foot traffic and/or otherwise improve the pedestrian environment and may be subject to conditions of approval requiring a retail component, outdoor displays or seating, installation of public art, etc.

5. Nonconformity

Chapter 15-21 (Nonconforming Buildings and Uses) of the ESMC shall be used for any nonconforming uses, structures or parcels within the Specific Plan area. Land uses and structures existing as of the adoption date of this Specific Plan may continue to remain in accordance with the ESMC (Chapter 15-21).

6. Administrative Determinations

Administrative Determinations must comply with Chapter 15-22 of the El Segundo Municipal Code (ESMC).

7. Development Standards Adjustments

The Director of Community Development may grant adjustments related to development and design standards, provided any administrative relief does not exceed fifteen percent of any development or design standard, or any development or design standard consistent with ESMC Chapter 15-22, whichever is greater.

8. Authority to Inspect

Inspections must comply with ESMC Chapter 15-30.

9. Penalty

Penalties must comply with ESMC Chapter 15-30.

10. Authority to Promulgate Rules and Regulations

The Director of Community Development has the authority to promulgate rules and regulations, and to amend or add to them, for the implementation of this chapter.

11. Administrative Discretionary Demolition Permits

The demolition of structures on properties identified individually as potential historic resources or contributing to a potential historic district requires review and approval of an Administrative Discretionary Demolition Permit. This permit is subject to the review process in ESMC Chapter 15-23 and the following finding:

Before an Administrative Discretionary Demolition Permit may issue, the decision making authority must find that demolition of the subject structure(s) will not cause a substantial adverse change in the significance of a historical resource.

E. Design Review Process

1. Purpose

The purpose of the design review process is to ensure that new development in the Downtown Specific Plan area complies with the standards contained in Chapter 2, Private Realm – Land Use and Development Standards of the Specific Plan.

2. Levels of Review and Process

The following levels of review apply to development projects in the Downtown Specific Plan area:

a. Ministerial

Ministerial review occurs during the building permit process. No discretionary permit and/or planning applications are required. Ministerial review is limited to ensuring compliance with objective development and design standards in Chapter 2 of this Specific Plan.

Applicability. Ministerial review applies to all projects that are not subject to Administrative or Planning Commission review and include, without limitation, the following development projects:

- Installation, replacement, or modifications to individual architectural building features, including, without limitation, windows, doors, awnings, lighting, siding material and colors, landscaping, and signs.

Review Authority. Community Development Department staff.

b. Administrative

Administrative-level review requires submittal of a Downtown Design Review (DDR) application to the Community Development Department.

Applicability. Administrative-level review applies to the following development projects:

- Substantial exterior alterations. These include installation, replacement, modifications to multiple types of architectural building features, including, without limitation, windows, doors, awnings, lighting, siding material and colors, landscaping, and signs as determined by the Director of Community Development, or his/her designee.
- Changes to the size or location of building openings, such as windows and doors.
- Outdoor retail uses and outdoor dining (including temporary dining).
- An addition to a building that is up to a maximum of eight hundred (800) square feet (gross) in size.

Review Authority. Director of Community Development, or his/her designee. The Director's decisions shall be in compliance with ESMC Chapter 15-23.



The design review process will ensure the Downtown vision is implemented

c. Planning Commission

Planning Commission-level review requires submittal of a Downtown Design Review (DDR) application to the Community Development Department.

Applicability. Planning Commission-level review applies to the following development projects:

- New buildings.
- An addition to a building that is over eight hundred (800) square feet (gross) in size.
- Substantial exterior alterations or other development projects referred to the Planning Commission by the Director of Community Development.

Review Authority. Planning Commission. A public hearing and notification is required before the Planning Commission issues a decision. The public hearing and notice must comply with ESMC Chapter 15-28. A decision of the Planning Commission may be appealed to the City Council pursuant to ESMC Chapter 15-29.

d. Findings

Administrative and Planning Commission Design Review applications must meet the following findings:

- The project design is consistent with the goals, policies, and objectives of the General Plan and the Specific Plan.
- The project design substantially complies with the development standards and guidelines in Chapter 2 of the Specific Plan.

Table 7-1: Downtown Design Review (DDR) Process

Review Level	Applicability/ Thresholds	Review Authority	Application/ Public Hearing Required	Decision Method
Ministerial	* All projects that are not subject to Administrative or Planning Commission review. These include, without limitation, the following: Installation, replacement, or modifications to individual architectural building features, including, without limitation, windows, doors, awnings, lighting, siding material and colors, landscaping, and signs.	Community Development Department staff	No separate DDR application/ No public hearing	Building Permit
Administrative	* Substantial exterior alterations. These include installation, replacement, or modifications to multiple architectural building features, including, without limitation, windows, doors, awnings, lighting, siding material and colors, landscaping, and signs as determined by the Director of Community Development, or his/ her designee. * Changes to the size or location of building openings, such as windows and doors. * Outdoor retail uses and outdoor dining (including temporary dining). * Additions to buildings up to a maximum of eight hundred (800) square feet (gross).	Director of Community Development, or his/ her designee	DDR application required/ No public hearing	Director Letter
Planning Commission	* New buildings * Additions to buildings over eight hundred (800) square feet (gross) * Substantial exterior alterations or other development projects referred to the Planning Commission by the Director of Community Development, or his/ her designee.	Planning Commission	DDR application required/ Public hearing required	Planning Commission Resolution

F. Environmental Review

A program-level Environmental Impact Report (EIR) was prepared for the Specific Plan. A Program EIR may reduce the need for project-specific environmental review in areas that have been analyzed by the EIR, subject to findings that there are no significant changes in conditions and that the project is in compliance with the Specific Plan requirements. Certain projects may require additional specific environmental review as necessary. This could include targeted studies on one or more identified environmental concerns. The City will make these determinations, and environmental review may be incorporated in the development approval process.



A Appendix

APPENDIX A: Relationship to the General Plan

A. Introduction

The Downtown Specific Plan is consistent with its General Plan Land Use Designation. In addition, the Specific Plan directly implements or furthers the intent of the following General Plan goals, objectives, and policies.

1. Economic Development Element

Goal ED3: Downtown Business Environment. To preserve and improve the business environment and image of Downtown El Segundo.

- **Objective ED3-1:** To create an economically viable and stable Downtown area that uniquely contributes to El Segundo's commercial options.
  - **Policy ED3-1.1**: Strive to present a clear and consistent image of what the Downtown area is and how it can serve El Segundo's residential and business communities.
  - **Policy ED3-1.2**: Preserving the Downtown area's economic viability should be a priority.
  - **Policy ED3-1.3:** Encourage revitalization efforts that improve the appearance of Downtown area businesses.
  - **Policy ED3-1.4:** Augment the Downtown area's atmosphere and accessibility by addressing vehicle circulation, parking, and streetscape issues.
  - **Policy ED3-1.5**: Encourage a mix of retail and commercial businesses that stimulate pedestrian traffic and meet the communities changing needs for goods and services.



The Downtown Specific Plan will provide for an economically viable and stable Downtown that uniquely contributes to El Segundo's commercial options

The Downtown Specific Plan is consistent with the above noted Economic Development Goal, Objectives, and Policies of the General Plan. The Plan strives to preserve and improve the business environment, stabilize the economic viability of the Downtown, improve the appearance of Downtown, improve vehicular circulation, parking and streetscape and enhance the pedestrian environment while providing the opportunity for a mix of commercial services.

2. Land Use Element

Goal LU1: Maintenance of El Segundo's "Small Town" Atmosphere. Maintain El Segundo's "small town" atmosphere and provide an attractive place to live and work.

- **Objective LU1-4:** Preserve and maintain the City's Downtown and historic areas as integral to the City's appearance and function.

- **Objective LU1-5:** Recognize the City as a comprehensive whole and create policies, design standards, and monumentation that will help create a sense of place for the entire City.
    - **Policy LU 1-5.1:** Encourage active and continuous citizen participation in all phases of the planning program and activities.
    - **Policy LU1-5.2**: Adopt a comprehensive sign ordinance which will regulate the quantity, quality and location of signs.
    - **Policy LU1-5.3**: Preserve existing street trees and encourage new ones consistent with the City Street Tree Program.
    - **Policy LU1-5.4**: Adopt action programs which will provide for planting of trees in all the City streets, landscaping of median strips in major and secondary highways, improvement and beautification of parking lots, railroad rights-of-way, unsightly walls or fences and vacant lots.
    - **Policy LU1·5.5**: Develop an active program to beautify the major entrances to the City. Landscaping and an attractive monument with the City's name and other design features would heighten the City's identification.
    - **Policy LU1·5.6:** Require all projects to adhere to the processing and review requirements found in the City Zoning Ordinance and the guidelines for the implementation of the California Environmental Quality Act (CEQA).
    - **Policy LU1-5.8:** Innovative land development and design techniques as well as new materials and construction methods should be encouraged.
    - **Policy LU1·5.9**: Develop standards to address the potential impacts of drive-thru restaurants on residential uses.

The Downtown Specific Plan is consistent with the above detailed General Plan Land Use Goal, Objectives and Policies in that one of the Plan's goals is to maintain the "small town" atmosphere. The Plan also strives to complement the Downtown's historic context, create a sense of place, provide for citizen input through the public workshop and community outreach, Planning Commission and City Council public hearings, encourage street trees, landscaping, and entry statements, and provide appropriate CEQA review.

Goal LU2: Preservation and Enhancement of El Segundo's Cultural and Historic Resources. Preserve and enhance the City's cultural heritage and buildings or sites that are of cultural, historical, or architectural importance.

- **Objective LU2·1:** Maintain the distinct character of the existing areas of the City.
  - **Policy LU2·1.1:** New development adjacent to a building of cultural, historical, or architectural significance shall be designed with a consistent scale and similar use of materials.

- **Objective LU2-2:** Encourage the preservation of historical and cultural sites and monuments.
  - **Policy LU2-2.1:** Take an active role in documenting and preserving buildings of cultural, historical, and architectural significance. This should include residential, non-residential, and publicly-owned buildings.
    - ***Program LU2-2.1A***: The City shall conduct a thorough survey of all buildings of cultural, historical, or architectural significance within the City.
    - ***Program LU2-2.1 B*:** The City shall investigate methods for preserving historical buildings, including overlay zoning districts, historical designations, and national register listings.
  - **Policy LU2-2.2**: Take an active role in assisting individual owners or groups in documenting and preserving buildings of potential cultural, historical, or architectural significance.

The Downtown Specific Plan is consistent with the Goals, Objectives and Policies which encourage preservation and enhancement of the Downtown's cultural and historical resources, in that Chapters 2 and 4 of the Specific Plan propose goals and development standards to encourage the enhancement of the potential historical buildings in this area and guide compatible new development and improvements. For example, Historic Resource requirements are specifically provided in Chapter 2.

Goal LU4: Provision of a Stable Tax Base for El Segundo through Commercial Uses. Provide a stable tax base for the City through development of new commercial uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown.

- **Objective LU4·2:** Create an integrated, complimentary, attractive multi-use Downtown to serve as the focal point for the civic, business, educational, and social environment of the community.
    - **Policy LU4-2.1**: Revitalize and upgrade commercial areas, making them a part of a viable, attractive and people oriented commercial district. Consideration should be given to aesthetic architectural improvements, zoning and shopper amenities.
    - **Policy LU4·2.2**: The City shall participate in Downtown revitalization efforts through a commitment of staff time and technical assistance.
    - **Policy LU4-2.3**: Utilize public spaces for Downtown activities and special events.
    - **Policy LU4-2.4:** The City shall commit to maintaining and upgrading where necessary the public areas Downtown.
    - **Policy LU4·2.5:** The Downtown area will provide adequate parking, through both public and private efforts, to meet demand.
        - ***Program LU4-2.5A:*** Develop an on-going program to analyze the peak hour parking needs of the Downtown area.
    - **Policy LU4-2.6:** The Downtown area shall maintain and encourage low-scale architectural profile and pedestrian oriented features, consistent with existing structures.
    - **Policy LU4-2.7:** Investigate development of shuttle service to provide public transportation access to Downtown, as well as future commercial areas.
    - **Policy LU4·2.8:** Limit number of "fast food" (lunchtime) restaurants in the Downtown area, to address parking concerns at peak hours.
    - **Policy LU4-2.9:** Within one year after adoption of the General Plan, the City shall initiate the development of a Downtown Traffic Mitigation Plan, designed to mitigate traffic impacts associated with development at FAR 1.0.

The Specific Plan provides the opportunity to enhance and further stabilize the existing Downtown tax base within a mixed-use environment. The Plan strives to create Downtown as the focal point of the community, enhancing the aesthetic environment and upgrading public spaces for Downtown activities. The Specific Plan addresses provisions for adequate parking, pedestrian-oriented architecture, and evaluation and mitigation of traffic impacts.

Goal LU7: Provision of Quality Infrastructure. Provide the highest quality public facilities, services and public infrastructure possible to the community.

- **Objective LU7·1:** Provide the highest and most efficient level of public services and public infrastructure financially possible.
  - **Policy LU7·1.3:** Develop, adopt, and implement a street lighting plan which provides a uniform and high quality of streetlights in all areas of the City.

- **Objective LU7·2:** Promote City appearance and cultural heritage programs.
  - **Policy LU7-2.1:** Coordinate public improvements and beautification efforts with service groups, citizen groups, and organizations who are interested in upgrading the community.
  - **Policy LU7-2.5**: All public facilities and utilities should be designed to enhance the appearance of the surrounding areas in which they are located.

The Specific Plan is consistent with the General Plan Goal, Objectives and Policies related to the provision of quality infrastructure in that improved sidewalks, streets, street lighting, and other streetscape infrastructure improvements are proposed.



The Specific Plan area will include quality sidewalks, streets, street lighting, and other streetscape infrastructure improvements

Goal C1: Provision for a Safe, Convenient and Cost Effective Circulation System. Provide a safe, convenient and cost-effective circulation system to serve the present and future circulation needs of the El Segundo community.

- **Objective C1-1**: Provide a roadway system that accommodates the City's existing and projected land use and circulation needs.
  - **Policy C1-1.7:** Provide adequate intersection capacity to the extent possible on Major, Secondary and Collector Arterials to prevent diversion through traffic into local residential streets.
  - **Policy C1-1.8:** Provide all residential, commercial and industrial areas with efficient and safe access for emergency vehicles.

- **Objective C1-2:** Provide a circulation system consistent with current and future engineering standards to ensure the safety of the residents, workers and visitors of El Segundo.
  - **Policy C1-2.1:** Develop and maintain a circulation system which shall include a functional hierarchy and classification system of arterial highways that will correlate capacity and service function to specific road design and land use requirements.

The Specific Plan is consistent with the Circulation Element Goal, Policies, and Objectives detailed above in that the circulation system in the Downtown area is safe, convenient, and cost effective. The roadway improvement proposals for Main Street, Grand Avenue and Richmond Street have been evaluated and can accommodate the circulation needs, and the Specific Plan area will continue to provide emergency vehicle access.



The Specific Plan provides for a safe, convenient, and cost effective multimodal circulation system in the Downtown area

Goal C2: Provision for Alternative Modes of Transportation. Provide a circulation system that incorporates alternatives to the single-occupant vehicle, to create a balance among travel modes based on travel needs, costs, social values, user acceptance, and air quality considerations.

- **Objective C2-1:** Provide a pedestrian circulation system to support and encourage walking as a safe and convenient travel mode within the City's circulation system.
  - **Policy C2-1.6**: Encourage shopping areas to design their facilities for ease of pedestrian access.
  - **Policy C2-1.7:** Closely monitor design practices to ensure a clear pedestrian walking area by minimizing obstructions, especially in the vicinity of intersections.

- **Objective C2-2:** Provide a bikeway system throughout the City to support and encourage the use of the bicycle as a safe and convenient travel mode within the City's circulation system.
  - **Policy C2-2.1**: Implement the recommendations on the Bicycle Master Plan contained in the Circulation Element, as the availability arises; i.e., through development, private grants, signing of shared route.
  - **Policy C2-2.2**: Encourage new development to provide facilities for bicyclists to park and store their bicycles and provide shower and clothes changing facilities at or close to the bicyclist's work destination.

- **Objective C2-3:** Ensure the provision of a safe and efficient transit system that will offer the residents, workers and visitors of El Segundo a viable alternative to the automobile.
  - **Policy C2-3.1:** Work closely with the Southern California Rapid Transit District (SCRTD), the Los Angeles County Transportation Commission (LACTC), and the Rail Construction Corporation (RCC). Torrance Municipal Bus Lines, the El Segundo Employers Association (ESEA) and private businesses to expand and improve the public transit service within the adjacent to the City.
  - **Policy C2-3.2:** Ensure that transit planning is considered and integrated into all related elements of City planning.

- **Objective C2-5:** Ensure the use of Transportation Demand Management (TDM) measures throughout the City, where appropriate, to discourage the single-occupant vehicle, particularly during the peak hours. In addition, ensure that any developments that are approved based on TDM plans incorporate monitoring and enforcement of TDM targets as part of those plans.
  - **Policy C2-5.1:** Ensure that Transportation Demand Management (TDM) measures are considered during the evaluation of new developments within the City, including but not limited to ride-sharing, carpooling and vanpooling, flexible work schedules, telecommuting and car/vanpool preferential parking.

One of the primary goals of the Downtown Specific Plan is to provide a pedestrian-oriented environment, which is consistent with the General Plan provisions for alternative modes of transportation. The widened and enhanced sidewalks will further enhance pedestrian activity. The Specific Plan continues to provide bicycle and transit system access, consistent with the General Plan, while encouraging more bicycle parking facilities.

Goal C3: Development of Circulation Policies that are Consistent with other City Policies. Develop a balanced General Plan, coordinating the Circulation Element with all other Elements, ensuring that the City's decision-making and planning activities are consistent among all City departments.

- **Objective C3·1:** Ensure that potential circulation system impacts are considered when the City's decision makers and staff are evaluating land use changes.
    - **Policy C3-1.1:** Require all new development to mitigate project-related impacts on the existing and future circulation system such that all Master Plan roadways are upgraded and maintained at acceptable levels of service through implementation of all applicable Circulation Element policies. Mitigation measures shall be provided by or paid for by the project developer.
    - **Policy C3-1.5:** Ensure that transit planning is considered and integrated into all related elements of City planning.
    - **Policy C3-1. 7:** Require submittal and implementation of a Transportation Management Plan (TMP) for all projects within the Urban Mixed-Use area, and encourage a TMP for all projects within the northeast quadrant.
    - **Policy C3-1.8:** Require the provision of adequate pedestrian and bicycle access for new development projects through the development review process.

- **Objective C3-2**: Ensure the consideration of the impacts of land use decisions on the City's parking situation.
    - **Policy C3-2.1:** Ensure the provision of sufficient on-site parking in all new development.
    - **Policy C3-2.2:** Ensure that the City's parking codes and zoning ordinances are kept up-to-date.

- **Objective C4-3:** Establish the City's short-term (5-year) Capital Improvement Program (CIP) consistent with the Circulation Element and the entire General Plan, and ensure that the CIP incorporates adequate funding for the City's circulation needs.
    - **Policy C4-3.1:** Identify and evaluate potential revenue sources for financing circulation system development and improvement projects.

The Specific Plan addresses the Circulation Element Goal, Objectives, and Policies related to the development of circulation policies that are consistent with other City policies. This section of the Specific Plan indicates the consistency of the Specific Plan with all the applicable Elements (Economic Development, Land Use, Circulation, Conservation, and Noise). The Plan provides for the upgrading of streets to maintain the level of service, transit planning is addressed, pedestrian and bicycle access is enhanced, parking is managed, and potential funding sources are identified.

4. Housing Element

Goal 1: Preserve and protect the existing housing stock by encouraging the rehabilitation of deteriorating dwelling units and the conservation of the currently sound housing stock.

- **Policy 1.2:** Encourage investment of public and private resources to foster neighborhood improvement.

Goal 2: Provide sufficient new, affordable housing opportunities in the city to meet the needs of groups with special requirements, including the needs of lower and moderate- income households.

- **Policy 2.1:** Provide regulations, as required by California Law, to facilitate additional housing and develop programs to serve special needs groups (including persons with developmental disabilities).
- **Policy 2.2:** Facilitate the creation of affordable housing opportunities for extremely low, very low and low- income households.

Goal 3: Provide opportunities for new housing construction in a variety of locations and a variety of densities.

- **Policy 3.1:** Provide for the construction of adequate housing in order to meet the goals of the Regional Housing Needs Assessment (RHNA).
- **Policy 3.3**: Facilitate development on vacant and underdeveloped property designated as residential or mixed-use to accommodate a diversity of types, prices and tenure.

Goal 4: Remove governmental constraints on housing development.

- **Policy 4.1:** Continue to allow second units, condominium conversions, caretaker units and second floor residential use in commercial zones as specified in the El Segundo Municipal Code.
- **Policy 4.3:** Facilitate timely development processing for residential construction projects and expedite the project review process.
- **Policy 4.4:** Facilitate provision of infrastructure to accommodate residential development.

The Specific Plan addresses the Housing Element goals and policies related to the development of a range of housing types, including affordable housing, within the Downtown. The Specific Plan provides standards and objectives to implement affordable housing opportunities throughout the Downtown with a mix of housing types to serve a wide range of income levels.

5. Open Space and Recreation Element

Objective 051-2 Private Facilities. Preserve existing, and support acquisition of additional, private park and recreation facilities to foster recognition of their value as community recreation and open space resources.

- **Policy OS1-2.4:** Require all new residential developments with more than 20 units to provide on-site recreational open space.
- **Policy OS1-2.5:** Encourage, through implementation of development incentives, the development of outdoor private recreational facilities, such as plazas, courtyards, ·and esplanades, in conjunction with non-residential development.

Objective 051-3 Recreation Programs. Provide recreational programs and facilities for all segments of the community.

- **Policy 051-3.3**: Encourage multi-family residential developments to provide active open space and recreation facilities which are maintained by homeowners associations.

Objective 051-5 Natural Resources. Protect natural open space resources and associated habitat.

- **Policy 051-5.2:** Promote street trees and landscaping as a desirable feature of the quality of life in El Segundo, by including in the City's Zoning Ordinance a requirement for a minimum amount of landscaping for all multi-family residential, commercial, and industrial development projects.
- **Policy 051-5.3:** Continue to support programs for the protection of the El Segundo Blue Butterfly.

The Specific Plan addresses the Open Space and Recreation Element objectives and policies related to the development of open space and gathering space and landscaping policies. The Plan provides for the development of open space areas such as plazas and courtyards that activate the Downtown and promotes the use of landscaping and habitat areas for the El Segundo Blue Butterfly.

6. Conservation Element

Goal CN4: El Segundo Blue Butterfly. Protect the rare and endangered El Segundo Blue Butterfly.

- **Policy CN4-1**: Develop and encourage environmental protection policies that protect sensitive habitat areas, including coordination with city, county, state, and federal agencies having jurisdiction over such areas.
- **Policy CN4-2**: Protect the coastal habitat of the El Segundo Blue Butterfly.

Goal CN5: Urban Landscape. Develop programs to protect, enhance and increase the amount and quality of the urban landscape to maximize aesthetic and environmental benefits.

- **Policy CN5-1**: Preserve the character and quality of existing neighborhood and civic landscapes.
- **Policy CN5-2**: Identify the characteristics and qualities of the urban landscape that are valued by the community.
- **Policy CNS-4**: Establish density and development standards that protect and reflect the character and quality of existing neighborhoods and minimize the loss of landscaped area.
- **Policy CN5-6**: Encourage that any new landscaped areas respect and incorporate the distinctive elements of the existing community landscape.

The Downtown Specific Plan is consistent with the urban landscape provisions of the Conservation Element. The Plan protects and enhances the quality of the urban landscape of the Downtown, particularly the characteristics and qualities identified by the community as being valued and designates habitat areas for the El Segundo Blue Butterfly.

7. Noise Element

Goal N1: Provision of a Noise-Safe Environment. Encourage a high quality environment within all parts of the City of El Segundo where the public's health, safety and welfare are not adversely affected by excessive noise.

- **Objective N1-2:** It is the objective of the City of El Segundo to ensure that City residents are not exposed to stationary noise levels in excess of El Segundo's Noise Ordinance standards.
    - **Policy N1-2.1**: Require all new projects to meet the City's Noise Ordinance Standards as a condition of building permit approval.
        - ***Program N1-2.1A:*** Address noise impacts in all environmental documents for discretionary approval projects to ensure that noise sources meet City Noise Ordinance standards. These sources may include: mechanical or electrical equipment, truck loading areas or outdoor speaker systems.

The Downtown Specific Plan is consistent with the applicable Noise Element Goal, Objective, Policy, and Program in that the Specific Plan requires that the current noise regulations of the Municipal Code be adhered to which address and mitigate any potential noise conflicts.



B Appendix



APPENDIX B: DEFINITIONS

A. Introduction

This appendix defines the permitted uses in this Specific Plan that are technical or specialized land uses that may not reflect common usage. Land uses not defined in this appendix are defined in ESMC Section 15-1-6 (Definitions).

B. Land Use Definitions

Alcohol Sales, Off-Site

Any establishment in which alcoholic beverages are sold for consumption off the premises.

Alcohol Sales, On-Site

Any establishment in which alcoholic beverages are sold for consumption on the premises.

Alcohol Sales, On-Site with Food Service

Any establishment in which alcoholic beverages are sold, served, or given away for consumption on-site as part of a restaurant, deli, market, or similar establishment where customers purchase food and beverages and consume the food and beverages on the premises.

Assembly Halls

A building or portion of a building, used for large-scale indoor gatherings of people. For example, assembly halls include private educational facilities; religious institutions; clubs; lodges; theaters; and similar kinds of facilities whether available for public or private use.

Brewery and Alcohol Production (including on-site consumption or restaurant)

An establishment that produces ales, beers, meads, hard ciders, wine, liquor and/or similar beverages on-site, and where customers purchase food or beverages and consume the food or beverages on the premises. Also includes incidental sale of beverages for on-site and off-site consumption in keeping with the regulations of the Alcohol Beverage Control (ABC) and Bureau of Alcohol, Tobacco, and Firearms (ATF).

Dance/ Nightclub

A building which is primarily utilized for entertainment and is open in the evening and serves alcohol, and may or may not serve food. Dance/ Nightclubs include interior floor space for dancing or standing in conjunction with an indoor entertainment activity, such as dance halls discotheques, private clubs, lounges, cabarets, and other similar evening-oriented entertainment activities for adults. Dance/Nightclubs may also include limited ancillary uses such as assembly halls, alcohol and food service, and other permitted uses in Table 2-1: Permitted Use Table.

Outdoor Dining

An exterior dining area within private property outside of the public right-of-way with seats and/or tables, umbrellas, portable heaters, lighting, potted plants, or other furnishings primarily intended for use by the customers of the business with which the furnishings are associated. Outdoor dining is ancillary and contiguous to an approved restaurant or business and located outside the walls of a building or structure, typically along the building frontage.

Parklets

Exterior dining/seating areas within the public right-of-way containing seats, tables, umbrellas, potted plants, and/or other furnishings primarily intended for use by customers of adjoining businesses. Parklets typically function as extensions of the public sidewalk and replace on-street parking spaces.

Primary Street Ground Floor Uses

Uses occupying at a minimum 25% of a building's floor area and the front 20 feet of a building, with the exception of any common hallway or access to uses behind or above. In cases of corner lots or other unique circumstances, the Director shall adjust the above requirements at his/her discretion.

Public Facilities

A building or structure owned, operated, or occupied by a governmental agency. Public facilities include: municipal, county, state or federal governmental facilities.

Studio/Sound Stages and Support Facilities

Space in an outdoor or indoor area, building, part of a building, structure, or a defined area, which is utilized primarily for the creation of film, television, music video, multimedia, or other related activities.

Temporary Outdoor Retail Sales Events

Temporary short-term sales or display of supplies or a retail activity in an permitted outdoor location that may be conducted under a non-permanent tent, canopy, or other sun shelter. Outdoor retail sales events shall not involve the construction of, or significant changes to, permanent buildings, paving, or structures. The Director of Community Development shall be responsible for reviewing and approving retail sales events, subject to any terms, conditions, or special limitations deemed necessary.

Underground Parking Facilities and Parking Structures

A basement equipped, designed, used, or intended to be used, for parking automobiles. A parking structure is intended primarily for the interior parking or storage of motor vehicles for any period of time.

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.10

TITLE:

Resolution Approving the Design and Plans for the Construction of the Community Development Block Grant ADA Curb Ramp Installation Project No. PW 24-05

RECOMMENDATION:

1. Adopt a resolution to approve the design and plans for the Community Development Block Grant ADA Curb Ramp Installation Project No. PW 24-05, confirm design immunity, and authorize advertising the project for construction.

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

FISCAL IMPACT:

Included in the adopted FY 2023-24 Budget.

Amount Budgeted: $244,000
Additional Appropriation: None.
Account Number(s):

1. $144,000 from 111-400-2781-8499 (CDBG fund Capital Improvement Project)
2. $100,000 from 127-400-0000-8384 (Measure M)

BACKGROUND:

Each year, the City of El Segundo applies for Federal Community Development Block Grant ("CDBG") funding from the County of Los Angeles Community Development Authority ("LACDA"). This funding is available for community development projects that meet national objectives, including the American Disability Act ("ADA") requirements.

DISCUSSION:

The ADA Curb Ramp Installation Project meets the CDBG funding criteria and proposes reconstruction or upgrade of existing non-compliant curb ramps to remove accessibility barriers (please see the attachment). These ADA-related improvements that meet the CDBG funding criteria for funding are:

1. Removing and replacing curb ramps to provide ADA-compliant ramps.
2. Installation of yellow detectable truncated domes on existing curb ramps.
3. Removing and replacing sidewalks next to new curb ramps, if needed to address non-ADA-compliant slopes and any elevation differences.
4. Removing and replacing curb next to new ADA ramps, if needed to address any elevation differences.

The other necessary project improvements proposed and not eligible for utilizing CDBG funds will instead be funded from Measure M Local Return Funds. The construction plans and specifications for the project have been completed and are ready for adoption and advertisement. With the City Council's authorization, the anticipated schedule is as follows:

April 2024 – Advertise and Bid Project
May – Award Contract
June – Complete Contract Documents
July – Begin Construction
September – Complete Project

Staff recommends that the City Council adopt the proposed Resolution to approve plans and specifications for the Community Development Block Grant ADA Curb Ramp Installation Project No. PW 24-05, establish design immunity, and authorize advertising the project for construction.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:
Floriza Rivera, Principal Civil Engineer
REVIEWED BY:
Elias Sassoon, Public Works Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution CDBG Curb Ramp Installation PW 24-05
2. Vicinity Map PW 24-05
3. Location Map PW 24-05

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP INSTALLATION PROJECT NO. PW 24-05 PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City retained Omnis Consulting, Inc. ("Consultant") as the engineer to design and prepare plans for the ADA Curb Ramp Installation Project No. PW 24-05 ("Project");

B. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;

C. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and the Project may be constructed;

D. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay

for the Project ("Project Payment Account") following receipt of construction bids. The Project Payment Account will be the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: Bidding. The Public Works Director, or designee, is directed to advertise the Project for construction.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2024.

_____
Drew Boyles, Mayor

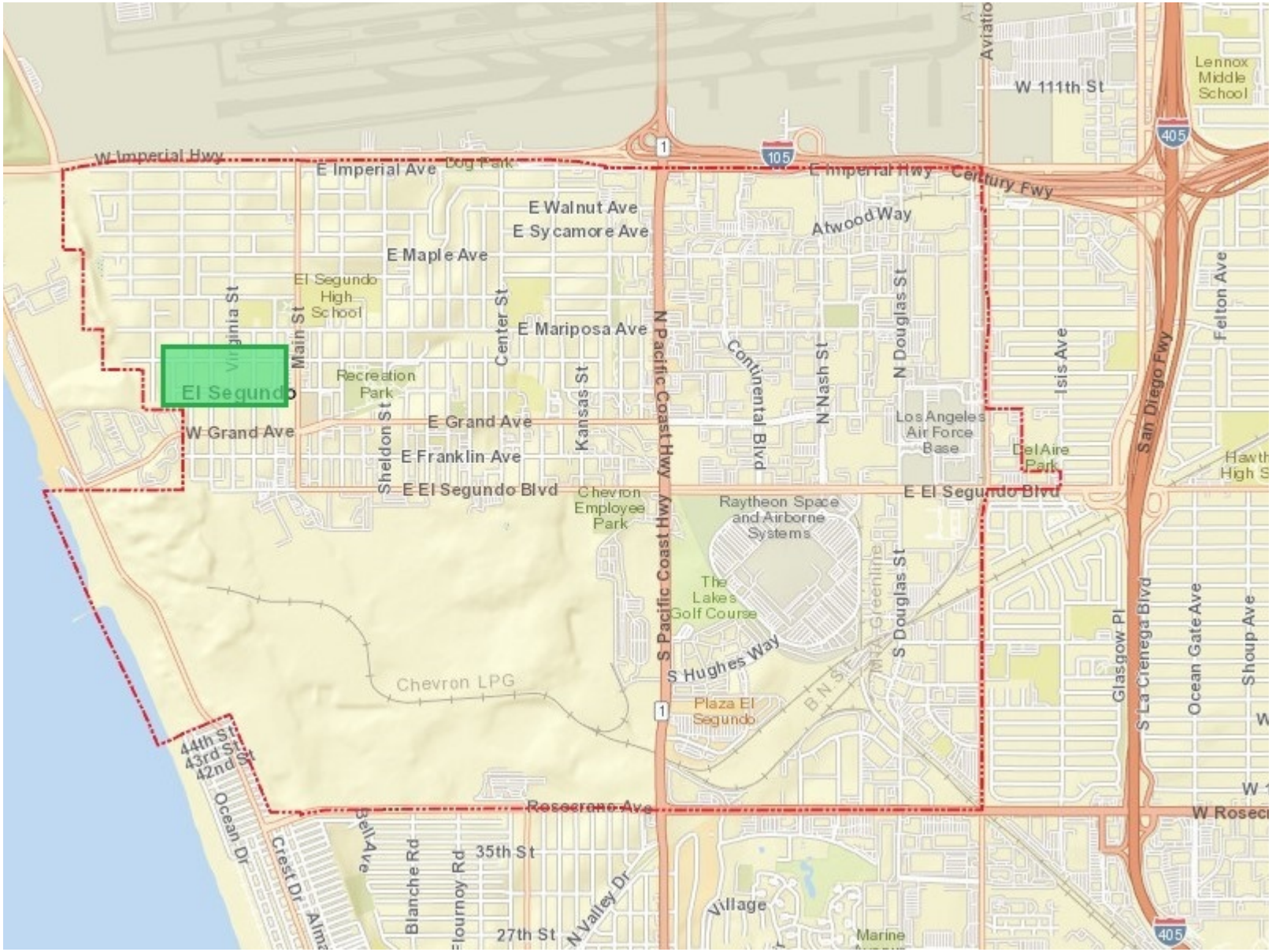
ATTEST:

_____
Tracy Weaver, City Clerk

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

By: _____
Joaquin Vazquez, Assistant City Attorney

Vicinity Map
PW 24-05: CDBG ADA Curb Ramp Installation Project

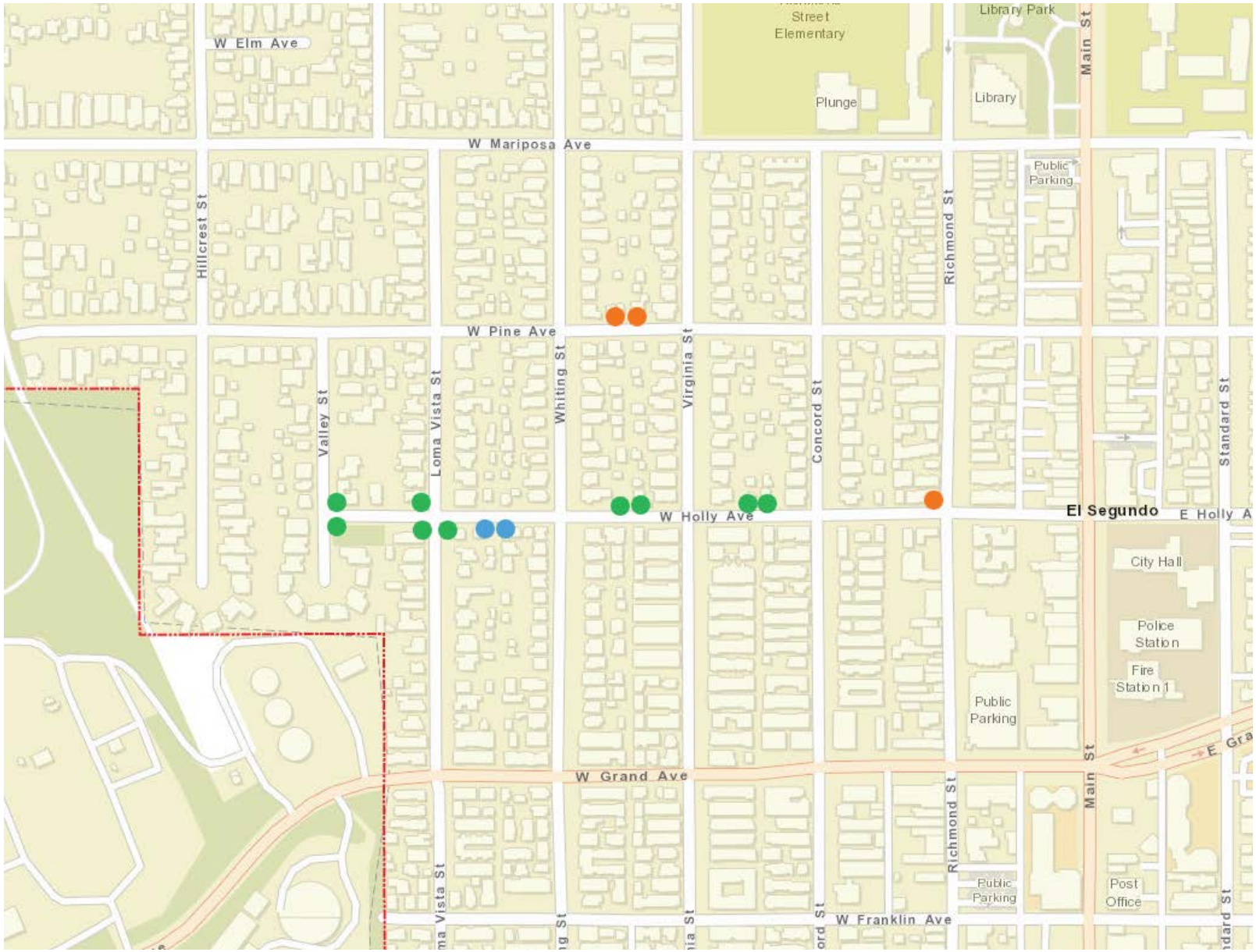


No Scale

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Location Map
PW 24-05: CDBG ADA Curb Ramp Installation Project





Legend

- City Boundary
- Construct New ADA Ramp
- Install Yellow Truncated Domes onto Existing Ramps
- Alternative Construct New ADA Ramp Location

Notes

No Scale

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City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.11

TITLE:

Resolution Approving the Plans and Specifications for the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08

RECOMMENDATION:

1. Adopt a resolution approving the plans and specifications for construction of the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08, confirm design immunity, and authorize advertising for bids.

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

FISCAL IMPACT:

To be included in the proposed FY 2024-25 Budget:

Amount Budgeted: $2,800,000
Additional Appropriation: No

The source of funding for the construction of this project will be from the revenues and fund balances of SB-1, Prop C, Measure R, and Measure M. The amounts and the account numbers will be established at the time of construction award.

BACKGROUND:

The Public Works Department administers a five-year (2023-2028) Pavement Management Program ("PMP") to ensure public health and safety, and to effectively manage the integrity of the City's roadway system. Based on existing records, conditions, and field verification, the PMP assigns a Pavement Condition Index ("PCI") to all city roadway segments on a scale of 0-100, with 100 representing a surface condition similar to new pavement.

Roadway segments with scores below 75 require some type of preventive maintenance. This maintenance action can range from a slurry seal to an overlay, and to complete

reconstruction, depending on the roadway condition. The goal is to increase the citywide average PCI score from 73 at the beginning of FY 2021-22 to 75 at the end of FY 2027-28, given the limitations of available funding.

Senate Bill 1 ("SB 1"), the "Road Repair and Accountability Act" signed into law on April 28, 2017, provides partial funding for roadway repairs in California. SB 1 funds are provided by voter-approved gas taxes, the diesel sales tax, and vehicle fees, and went into effect on November 1, 2017.

Prior to receiving the City's portion of SB 1 funds from the State Controller in FY 2024-25, the City must submit to the California Transportation Commission ("CTC") a list of projects which would utilize SB 1 funds pursuant to an adopted City resolution by July 1, 2024. This resolution was adopted on April 16, 2024 by the City Council.

DISCUSSION:

The staff have identified certain roadways and alleys in the northeast and northwest quadrants of the city, as well as in the Smoky Hollow area (shown on the attachments), where these roadways and alleys need to be rehabilitated with partial FY 2024-25 SB 1 funds as part of the proposed Annual Pavement Rehabilitation Program.

This rehabilitation program will consist of a two-inch grind and overlay for some streets and alleys, while other roadway and alley segments will be slurry sealed. The slurry sealing process consists of the application of a thin asphalt slurry layer on existing asphalt pavement to prevent water intrusion.

The total estimated cost of this project is $2,800,000, and the estimated SB 1 funds in FY 2024-25 is $442,697. The remaining funds will come from Prop C, Measure R and Measure M. With the Council’s authorization, the anticipated schedule is as follows:

May/June 2024 - Advertise and Bid Project
July - Award Contract
August - Begin Construction
November - Complete Construction

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:
Floriza Rivera, Principal Civil Engineer

REVIEWED BY:
Elias Sassoon, Public Works Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Adopt Pave Rehab Plans PW 24-08
2. Vicinity Map PW 24-08
3. Location Map PW 24-08
4. List 1 Northeast Residential Quadrant
5. List 2 Northwest Residential Quadrant
6. List 3 Smoky Hollow

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF FY 2024-25 PAVEMENT REHABILITATION PROJECT, PROJECT NO. PW 24-08, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City Engineer prepared plans and specifications, and also retained Omnis ("Consultant") as an engineer to design drainage improvements for, the FY 2024-25 Pavement Rehabilitation Project, Project No. PW 24-08 ("Project"). These plans and specifications are complete. Construction of the Project may begin;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization*.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

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

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

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

PASSED AND ADOPTED this ___ day of _____ , 2024.

_____
Drew Boyles, Mayor

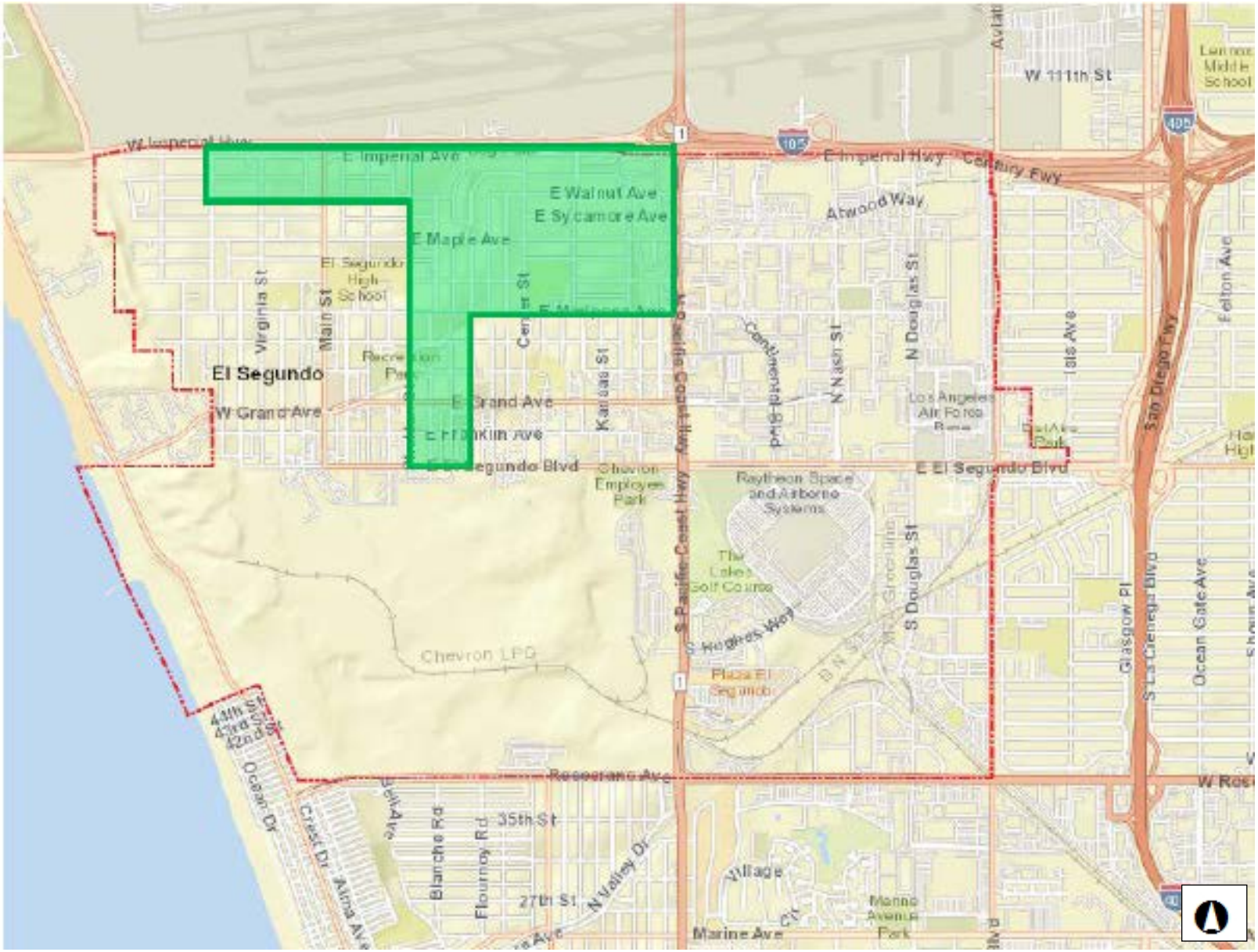
ATTEST:

_____
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____for
Mark D. Hensley
City Attorney

Vicinity Map
PW 24-08: FY 24/25 Pavement Rehabilitation Project



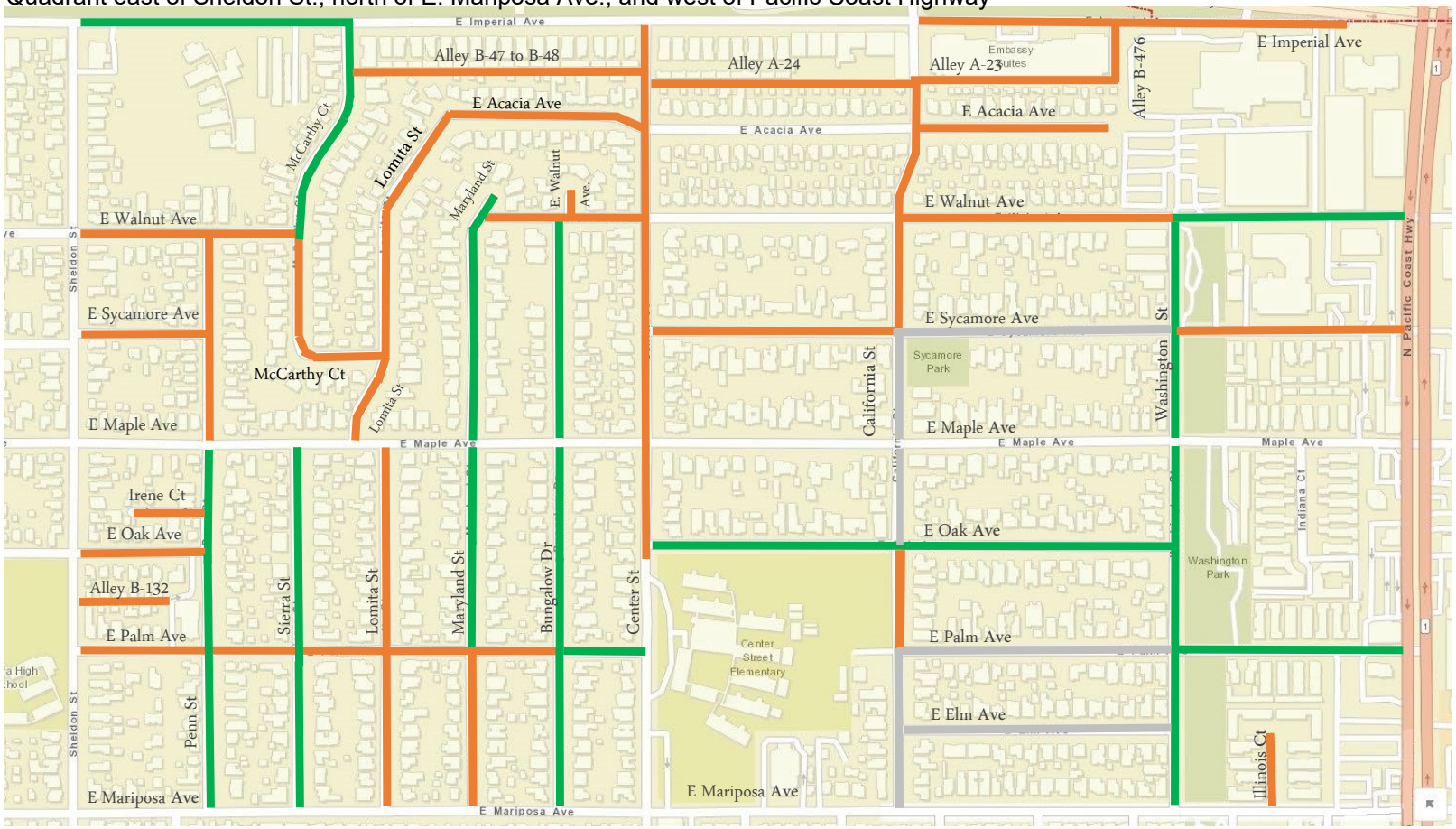
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Location Map
PW 24-08: FY 24/25 Pavement Rehabilitation Project

Quadrant east of Sheldon St., north of E. Mariposa Ave., and west of Pacific Coast Highway





Legend

- City boundary
- Proposed overlay street
- Proposed slurry seal street
- Street to be resurfaced on a different project
- Drainage improvement construction
- Full-depth alley pavement overlay
- Part full-depth intersection overlay followed by entire intersection slurry seal

Alleys east of Sheldon St., north of E. El Segundo Blvd., south of E. Franklin Ave., and west of Lomita St.



Loma Vista St./ W. Palm Ave. intersection



Notes

No Scale

WGS_1984_Web_Mercator_Auxiliary_Sphere

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LIST 1: NORTHEAST QUADRANT PROJECT STREETS
PW 24-08: FY 2024-25 PAVEMENT REHABILITATION PROJECT

No.	2-Inch-Grind-and-Overlay Street Name	From	To	Average PCI
1	Bungalow Dr.	E. Walnut Ave.	E. Maple Ave.	58
2	Bungalow Dr.	E. Maple Ave.	E. Palm Ave.	52
3	Bungalow Dr.	E. Palm Ave.	E. Mariposa Ave.	52
4	E. Imperial Ave.	Sheldon St.	McCarthy Ct. edge of new AC	62
5	Maryland St.	End	E. Walnut Ave.	71
6	Maryland St.	E. Walnut Ave.	E. Maple Ave.	73
7	Maryland St.	E. Maple Ave.	E. Palm Ave.	59
8	McCarthy Ct.	E. Imperial Ave.	E. Walnut Ave.	56
9	E. Oak Ave.	Center St.	Washington St.	80
10	E. Palm Ave.	Washington St.	Pacific Coast Hwy.	63
11	Penn St.	E. Maple Ave.	E. Mariposa Ave.	55
12	Sierra St.	E. Maple Ave.	E. Mariposa Ave.	57
13	E. Walnut Ave.	Washington St.	Pacific Coast Hwy.	47
14	Washington St.	E. Maple Ave.	E. Mariposa Ave.	75
15	Washington St.	E. Walnut Ave.	E. Maple Ave.	90

No.	Type-II-Slurry-Seal Street Name	From	To	Average PCI
1	Alley B-47 to 48	McCarthy Ct.	Center St.	N/A
2	Alley A-23	East of California St.	Alley B-476	N/A
3	Alley A-24	Center St.	California St.	N/A
4	Alley B-476	South of Imperial Ave.	Alley A-23	N/A
5	Alley B-132	Sheldon St.	East end	N/A
6	E. Acacia Ave.	Lomita St.	Center St.	66
7	E. Acacia Ave.	California St.	End	70
8	California St.	E. Sycamore Ave.	End	78
9	California St.	E. Palm Ave.	E. Oak Ave.	78
10	Center St.	E. Oak Ave.	E. Imperial Ave.	84
11	Illinois Ct.	End	E. Mariposa Ave.	95
12	E. Imperial Ave.	California St.	East end	84
13	Irene Ct.	Penn St.	End	67
14	Lomita St.	E. Acacia Ave.	E. Maple Ave.	75
15	Lomita St.	E. Maple Ave.	E. Mariposa Ave.	69
16	Maryland St.	E. Palm Ave.	E. Mariposa Ave.	59
17	E. Oak Ave.	Sheldon St.	Penn St.	84
18	E. Palm Ave.	Sheldon St.	Center St.	73
19	McCarthy Ct.	E. Walnut Ave.	Lomita St.	76
20	Penn St.	E. Walnut Ave.	E. Maple Ave.	68
21	E. Sycamore Ave.	Sheldon St.	Penn St.	69
22	E. Sycamore Ave.	Center St.	California St.	83
23	E. Sycamore Ave.	Washington St.	Pacific Coast Hwy.	93
24	1000 Block E. Walnut Ave.	End	E. Walnut Ave.	58
25	E. Walnut Ave.	Sheldon St.	McCarthy Ct.	64
26	E. Walnut Ave.	Maryland St.	Center St.	61
27	E. Walnut Ave.	California St.	Washington St.	60

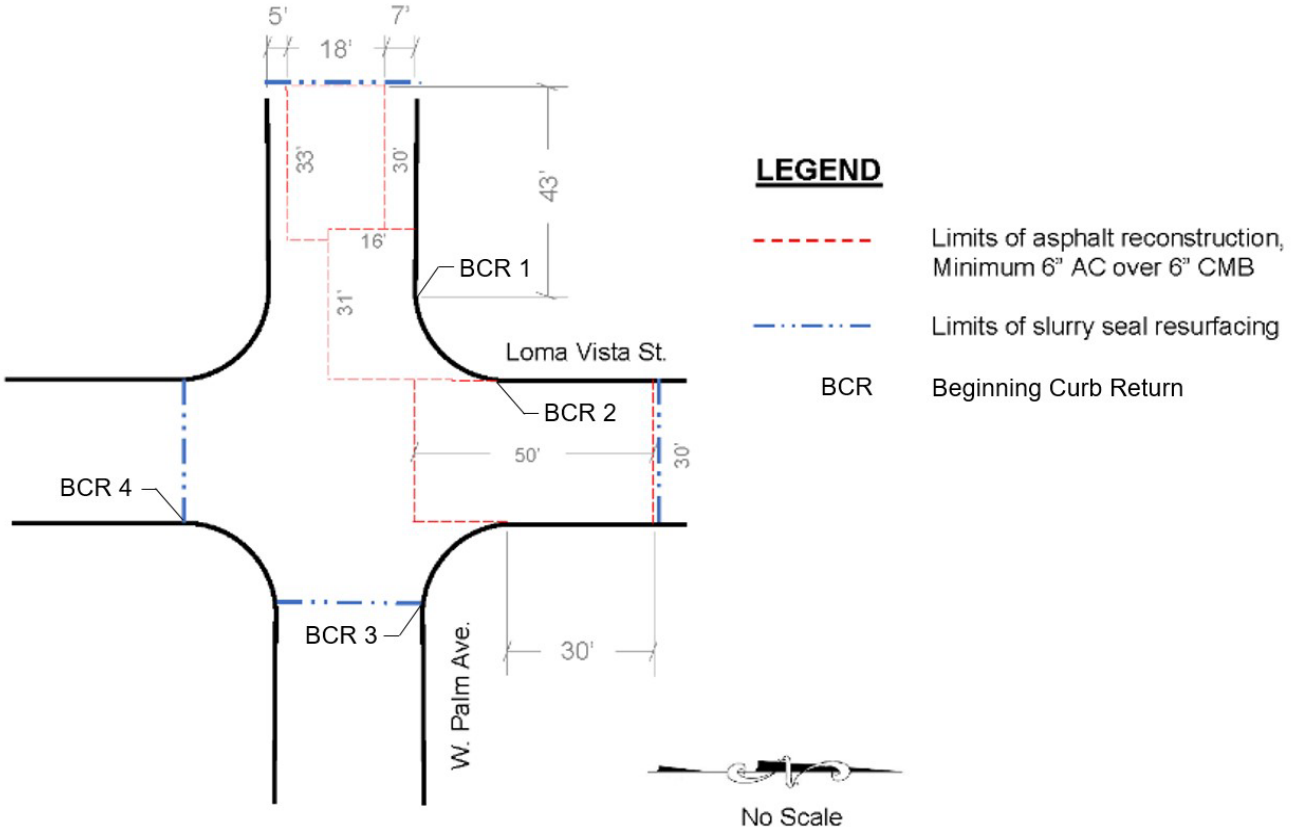
LIST 2: NORTHWEST QUADRANT PROJECT STREETS
PW 24-08: FY 2024-25 PAVEMENT REHABILITATION PROJECT

No.	6-Inch-HMA*-over-6-Inch-CMB** Asphalt Reconstruction Area	From	To
1	E. Palm Ave., 16'-wide and varies	16' west of BCR 1***	15 ' east of BCR 1
2	E. Palm Ave., 18 '-wide	43' west of BCR 1 and 7' south of the north curb face	10' west of BCR 1 and 5' north of the south curb face
3	Loma Vista St., 30'-wide	15' south of BCR 2	30' north of BCR 2

No.	Type-II-Slurry-Seal Street Name	From	To
1	E. Palm Ave.	43' west of BCR 1	BCR 3, east of Loma Vista
2	Loma Vista St.	30' north of BCR 2	BCR 4, south of W. Palm Ave

Please note:
HMA* = Hot Mix Asphalt, PG 64-10 with tack coat PG 64-10
CMB** = Crushed Miscellaneous Base
BCR*** = Beginning Curb Return

Loma Vista St./W. Palm Ave. Intersection



LIST 3: SMOKY HOLLOW PROJECT STREETS
PW 24-08: FY 2024-25 PAVEMENT REHABILITATION PROJECT

No.	Drainage Improvement Location	From	To
1	Alley B-159	E. Franklin Ave.	E. El Segundo Blvd.

No.	4-Inch-HMA*-over-6-Inch-CMB** Asphalt Reconstruction	From	To
1	Alley B-159	E. Franklin Ave.	E. El Segundo Blvd.
2	Alley B-161	E. Franklin Ave.	E. El Segundo Blvd.
3	Alley B-151	E. Franklin Ave.	E. El Segundo Blvd.

Smoky Hollow Alleys



LEGEND

- Drainage improvement construction
- Asphalt reconstruction, 4" hot mix asphalt over 6" crushed miscellaneous base

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.12

TITLE:

Resolution Approving the Design and Plans for the Construction of the FY 2024-25 Concrete Improvements Project No. PW 24-09

RECOMMENDATION:

1. Adopt a resolution to approve engineering plans and construction documents for FY 2024-25 Concrete Improvements Project No. PW 24-09, confirm design immunity, and authorize advertising for construction.

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

FISCAL IMPACT:

The total project construction cost is estimated to be $200,000.
To be included in the proposed FY 2024-25 Budget.

Proposed FY 2024-25 Budget: $200,000
Additional Appropriation: No
Account Number(s): Fund 106 (Gas Tax Fund) - Sidewalk Repair (Account number to be assigned by Finance)

BACKGROUND:

The Public Works Department administers an annual concrete improvement program to repair defective sidewalks, curbs and gutters throughout the city. The program eliminates potential trip hazards, ensures public safety, and restores proper drainage flows, if needed.

DISCUSSION:

Staff have identified 33 repair locations citywide, as shown on the attached list.

The project includes the following improvements, per the plans and specifications:

- Removal of city trees, stumps, and roots which have caused sidewalk, curb, and street damage.
- Removal and replacement of damaged sidewalk.
- Removal of curb and replacement with a new curb and/or a new curb and gutter.
- Removal and replacement of damaged driveway approaches.
- Removal and replacement of nonstandard driveway approaches.
- Removal and replacement of damaged curb ramps.
- Restore the catch-basin local depression for proper drainage conveyance.

Staff respectfully recommends City Council approve the recommended action as noted. With the Council's authorization, the anticipated schedule is as follows:

May/June 2024 - Advertise and Bid Project
July - Award Contract
August - Begin Construction
October - Complete Construction

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to all customers.
Objective 1B: El Segundo's engagement with the community ensures excellence.

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. Resolution Adopt Concrete Improvements PW 24-09
2. Vicinity Map PW 24-09
3. Location Map PW 24-09
4. Concrete Repair Location List PW 24-09

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF THE FY 2024-25 ANNUAL CONCRETE IMPROVEMENTS PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City Engineer prepared plans and specifications for the FY 2024-25 Annual Concrete Improvements Project, Project No. PW 24-09 (the "Project"). These plans and specifications are complete. Construction of the Project may begin;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2024.

_____
Drew Boyles, Mayor

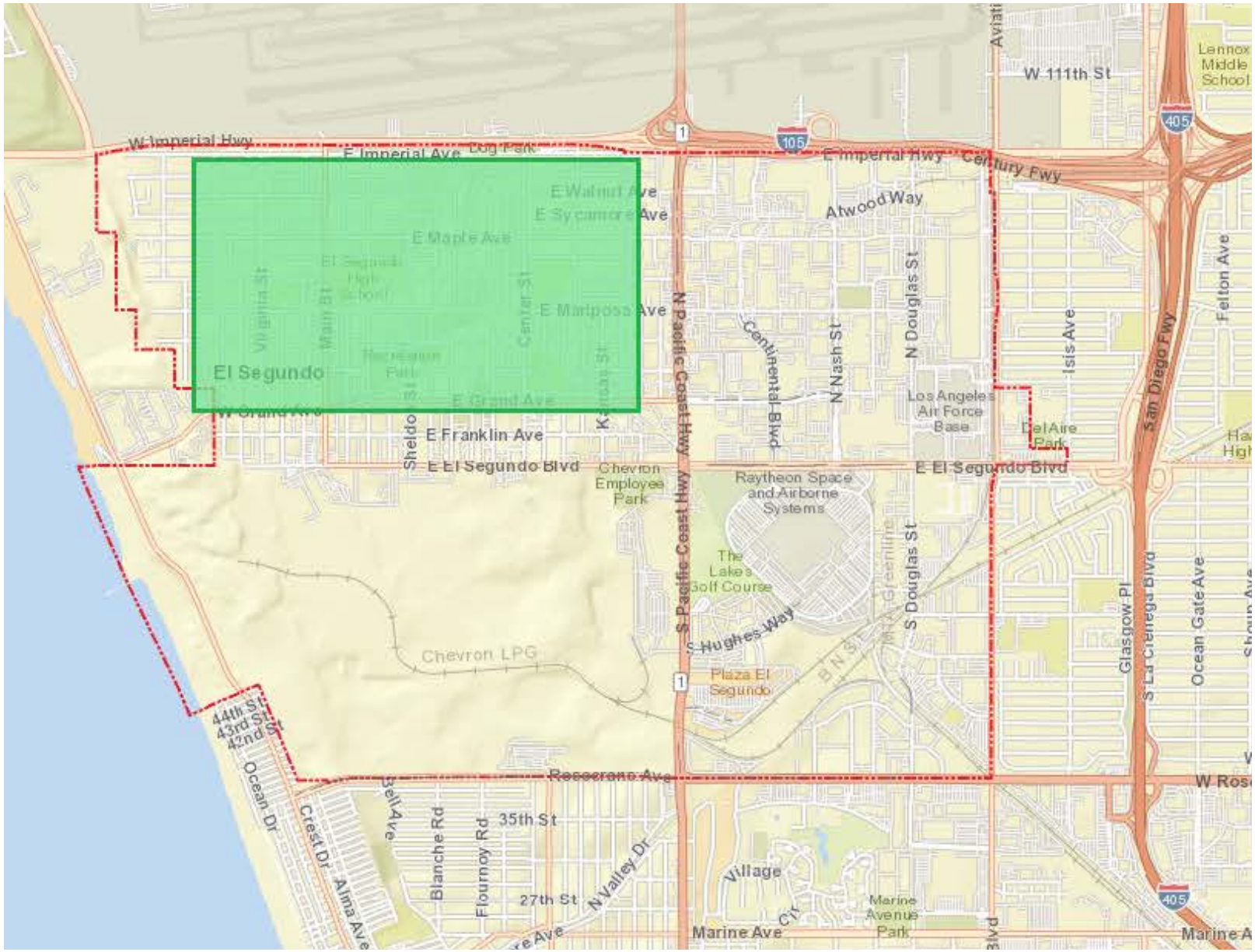
ATTEST:

_____
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____
Mark D. Hensley, City Attorney

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

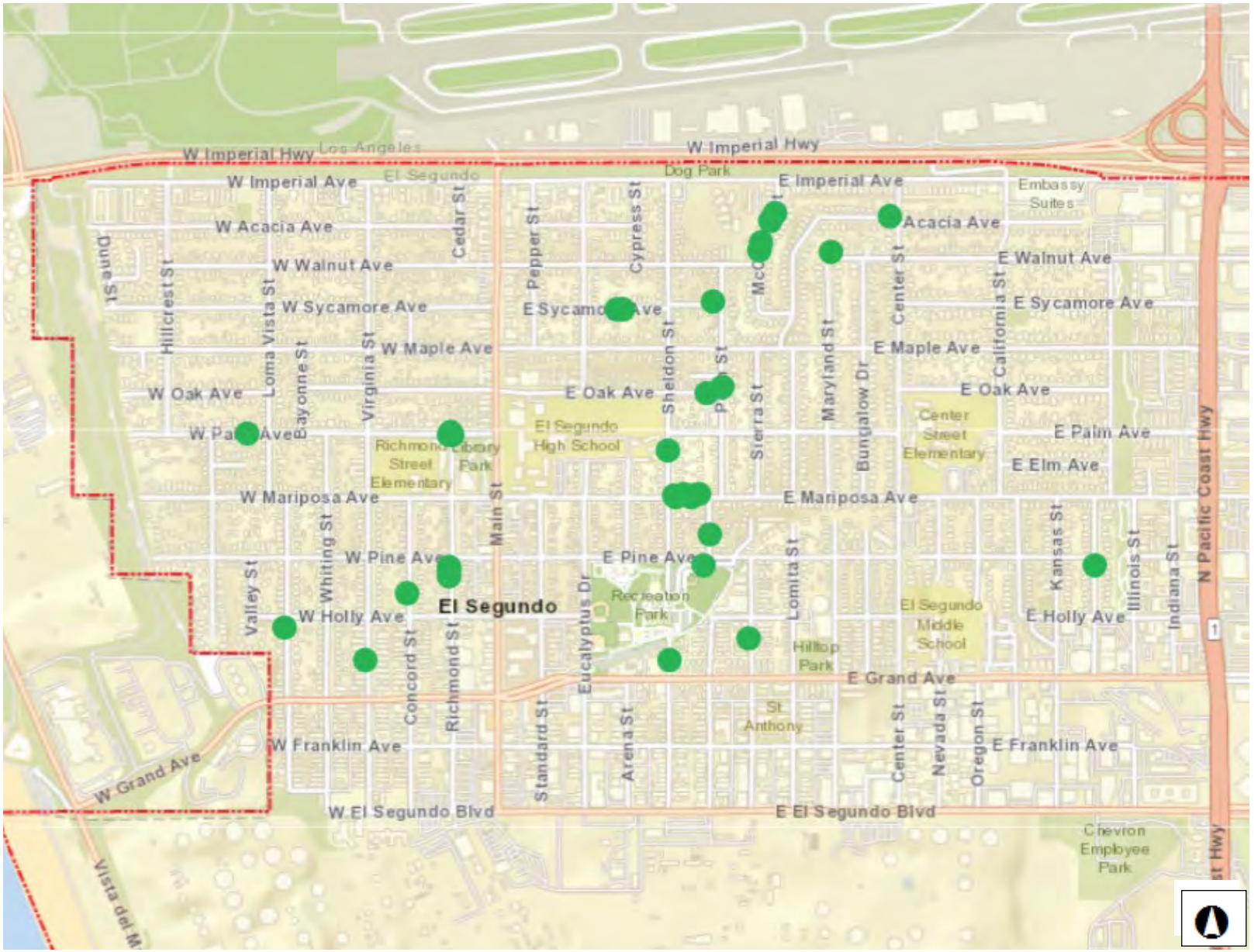


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Location Map
PW 24-09: FY 2024-25 Concrete Improvements Project





Legend

- City boundary
- Concrete repair locations

Notes

No Scale

WGS_1984_Web_Mercator_Auxiliary_Sphere

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PROJECT NO. PW 23-09
FY 24-25 CONCRETE IMPROVEMENTS PROJECT
REPAIR LOCATIONS

ITEM NO.	ADDRESS	4" SIDEWALK (SF)	DRIVEWAY APPROACH (SF)	CURB AND GUTTER (LF)	CURB ONLY (LF)	CURB RAMP (EA)	TREE REMOVAL NEEDED (EA)	CATCH BASIN LOCAL DEPRESSION
1	1049 E. Acacia Ave.	112		36				96
2	415 Concord St.	160			32	1		
4	353 Loma Vista St.				27			
5	501 E. Mariposa Ave. e/o Sheldon St.	208			20			
6	511 E. Mariposa Ave.	112			16			
7	517 E. Mariposa Ave.	80	80		12			
8	523 E. Mariposa Ave.	112			20			
9	514 and 500 block E. Mariposa, south side	288			20			
10	540 Sheldon (500 block E. Mariposa side)	208			12		1	
12	905 Maryland St.	256	120					
13	904 McCarthy Ct.	160	20		45		1	
14	908 McCarthy Ct.	340			76		1	
15	929-935 McCarthy Ct.	304	80		50			
16	518 E. Oak Ave.	150			30			
17	612 W. Palm Ave.	128	12		40			
18	520 Penn St.		144					
19	730 Penn St.	64	45					
20	Recreation Park Guaymas Way Parking Lot	160			40			
21	429-437 Richmond St.	368			108			
22	310 Sheldon St.	160			40			
23	329 Sierra St.	16	9					
24	513 Sheldon St.	160						
25	634-638 Sheldon St.		88					
26	320 E. Sycamore Ave.	64			16			
27	400 E. Sycamore Ave.	2	81					
28	837 E. Sycamore Ave.	150			30			
29	333 Virginia St.	108						
30	432 Washington St.	160			40			
31	W. Palm Ave./Richmond St., NW corner					1		
32	W. Palm Ave./Richmond St., SW corner					1		
33	W. Palm Ave./Richmond St., SE corner					1		
	TOTAL QUANTITIES	4030	679	36	674	4	3	96

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.13

TITLE:

Amendment to Agreement with Arroyo Background Investigations for an Additional $20,000 to Provide Pre-Employment Investigations and Background Screenings

RECOMMENDATION:

1. Authorize the City Manager to execute a second amendment to Contract No. 6580 with Arroyo Background Investigations to increase the contract amount by $20,000 for a total not-to-exceed amount of $70,000. The contract term will remain unchanged and expires January 31, 2026.

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

FISCAL IMPACT:

Funds for this item are available in the adopted Police Department C.O.P.S. Fund - Contractual Services budget.
Account Number: 120-400-0000-6206

BACKGROUND:

In January 2023, the police department entered into an agreement with Arroyo Background Investigations ("ABI") to provide pre-employment investigations and background screenings for sworn and non-sworn applicants. At this time, the department added ABI to enhance the employment process in anticipation of retirements.

ABI conducts thorough applicant background screenings that may take 45 days or less. ABI does not give opinions in the background report. However, all facts, good and bad, are presented to the agency. The following is an abbreviated list of what ABI includes in background investigations: all law enforcement jobs, and disqualified backgrounds will be visited in person, neighborhood checks and interviews done by Peace Officer Standards and Training ("POST") rules/guidelines, legal case law, and state law codes are always observed and followed.

DISCUSSION:

By the end of 2023, the Police Department anticipated a total of eight retirements. Already struggling with Police Officer recruitment and the time constraints on completing a background packet, the Police Department hired an additional background company, ABI, to increase the number of applicants going through background screenings. The report from ABI may take 45 days or less, but there are other components to the background process. The applicant steps include the application, physical fitness and written test, oral interview, background investigation, psychological evaluation, and medical evaluation. A minimum of 11 weeks is anticipated to complete the hiring process.

On March 5, 2024, now retired Chief Bermudez went before council to present the 14 new Police Officers hired in the last year. It was mentioned that this has been the most aggressive hiring effort the Police Department has seen in years. Due to the department's increased hiring efforts, our contract with ABI has reached its $50,000 limit. The department would like to increase the not-to-exceed limit to allow for the additional processing of background screenings to meet our newly approved personnel number of 72 sworn officers.

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:
Julissa Solano, Sr. Management Analyst
REVIEWED BY:
Saul Rodriguez, Police Chief
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.14

TITLE:

Amendment to Agreement with Phoenix Group Information Systems for an Additional $15,000 to Provide Processing and Payment Collection Services for Parking Citations

RECOMMENDATION:

1. Authorize the City Manager to execute a first amendment to Contract No. 6539 with Phoenix Group Information Systems to increase the amount by $15,000 for a total contract amount not-to-exceed $65,000. The contract term will remain unchanged and expires January 3, 2026.

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

FISCAL IMPACT:

Funds for this item are available in the adopted Police Department C.O.P.S. Fund - Professional and Technical budget. Account: 120-400-0000-6214

BACKGROUND:

In January 2023, the police department entered into an agreement with Phoenix Group Information Systems ("Phoenix") to provide processing and payment collection services for parking citations. At this time, the department transitioned from a previous company that was lacking in customer service for the public and in communications with internal staff. In addition, the department would see a savings of about $40,000 by switching to Phoenix.

Phoenix provides citation equipment, training, and materials, as needed. Phoenix processes all parking citations issued in the city, including electronic and handwritten citations; processes payments; prepares and mails all required notices, and maintains a database of citation records. In addition, Phoenix manages the City's participation in the Franchise Tax Board ("FTB") Interagency Intercept Program, which was not active by the previous collections company. Phoenix also handles CA Department of Motor Vehicles ("DMV") holds and conducts delinquent payment collections.

DISCUSSION:

Since the implementation of the contract with Phoenix, the department is satisfied with the level of service and communication they provide. Since the initiation of the contract, $278,056 total revenue has been collected. Phoenix has been proactive in increasing the collection of outstanding revenue owed to the city and an example is establishing participation in the FTB Program.

The total value of the contract has increased since the implementation of the agreement. Fees are activity-driven and will depend on the number of citations issued, volume of activities and correspondence related to citations, volume of delinquent citations that progress into a collection status, and the need for equipment replacement. Most recently, with the implementation of the FTB Program, there has been an increase in FTB processing, which creates a fee for the city, but will recuperate a significant amount of debt owed to the city.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective: El Segundo provides unparalleled service to all customers.

PREPARED BY:
Julissa Solano, Sr. Management Analyst
REVIEWED BY:
Saul Rodriguez, Police Chief
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.15

TITLE:

Second Reading and Adoption of Ordinance Amending the El Segundo South Campus Specific Plan for Vesting Tentative Tract Map No. 83236

RECOMMENDATION:

1. Waive second reading of the Ordinance and its title and adopt an Ordinance for Environmental Assessment No. 1348 for Vesting Tentative Tract Map No. 83236, amending the El Segundo South Campus Specific for permitted uses, setback requirements, and parking requirements; and find that the proposed amendments are exempt from further environmental review pursuant to CEQA Guidelines § 15162.

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

FISCAL IMPACT:

The proposed amendment is not anticipated to have any fiscal impact.

BACKGROUND:

On March 14, 2024, the Planning Commission held a duly noticed public hearing and discussion and recommended that City Council approve the proposed ordinance to modify the El Segundo South Campus Specific Plan ("ESSCSP") permitting uses table, setback requirements, and parking requirements for the Phase 1 (Raytheon Campus) area. On April 16, 2024, City Council conducted a public hearing and considered the Planning Commission's recommendation on the proposed amendments to the ESSCSP. After discussing the item, City Council introduced the ordinance for first reading.

On May 7, 2024, City Council pulled the item from the Consent Calendar requesting the following amendment to the conditions of approval: “Parking must be adjacent to the lot that it serves,” in lieu of the maximum 150-foot distance requirement.

DISCUSSION:

City Council may waive second reading of the Ordinance and its title and adopt it, as introduced on May 7, 2024. If the Ordinance is adopted by City Council at its May 21, 2024 meeting, the effective date of the Ordinance will be June 20, 2024, which is 30 days from the adoption date.

The proposed project amends the ESSCSP development standards by modifying permitted uses, setback requirements, and parking requirements for the Phase 1 (Raytheon Campus) area, and includes the amendment requested by City Council.

CITY STRATEGIC PLAN COMPLIANCE:

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

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

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:
Jazmin Farias, Planning Technician
REVIEWED BY:
Michael Allen, Community Development Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. EA-1348 Draft Ordinance
2. Exhibit A

DRAFT ORDINANCE NO. 1658

AN ORDINANCE AMENDING THE EL SEGUNDO SOUTH CAMPUS SPECIFIC PLAN (ESSCSP) TO MODIFY PERMITTED USES, SETBACK REQUIREMENTS, AND DEVELOMENT STANDARDS REGARDING PARKING AND LOADING FOR PHASE 1 IN THE ESSCSP AREA. (Environmental Assessment No. EA-1348 and Specific Plan Amendment No. ASP 23-01).

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

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

A. On June 28, 2023, the City processed an application for Environmental Assessment No. EA 1348 and Specific Plan Amendment No. ASP 23-01 to amend the El Segundo South Campus Specific Plan (ESSCSP) updating permitted uses, setback requirements, and parking requirements;

B. The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines");

C. On February 5, 2024, 45 public notices were mailed to all property owners within a 300-foot radius from the project site, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

D. On February 5, 2024, 117 public notices were mailed to all occupants within a 300-foot radius from the project site, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

E. On February 8, 2024, a public notice was published in the El Segundo Herald newspaper, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

F. On March 14, 2024, the Planning Commission held a duly noticed public hearing to receive public testimony and other evidence regarding the Ordinance and adopted Resolution No. 2947 recommending that the City Council introduce and adopt this Ordinance;

G. On April 1, 2024, 45 public notices were mailed to all property owners within a 300-foot radius from the project site, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

H. On April 1, 2024, 117 public notices were mailed to all occupants within a 300-foot radius from the project site, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

I. On April 4, 2024, a public notice was published in the El Segundo Herald newspaper, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);

J. On April 16, 2024, the City Council held a duly noticed public hearing and considered the information provided by City staff and public testimony regarding the Ordinance; and

K. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its April 16, 2024 hearing and the staff report submitted by the Community Development Department.

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

A. Amend Table IV-1 Allowable Uses of the ESSCSP, adding surface parking lots as a permitted use as it corresponds to the Phase 1 area of the Commercial/Office Mixed Use (CMU) District;

B. Amend Subsection B.3 (Setback Development Standards) of Section VI Development Standards, adding setback standards for lots with frontage on the portion of El Segundo Boulevard located east of the future extension of Continental Boulevard and west of the future extension of Nash Street;

C. Amend Subsection D.3 (Parking and Loading Standards), adding language to exclude Phase 1 area from the 20% threshold standard to meet required parking via off-site parking lots or structures;

D. Add Subsection D.4 (Parking and Loading Standards), adding required parking and off-site parking standards for Phase 1 area,

E. Amend Subsection D.5 (Parking and Loading Standards), allowing parking lots to service multiple lots or buildings with a retail and restaurant use in ESSCSP Phase 1 area within the CMU district subject to the recordation of reciprocal parking and access easements or covenants in conjunction with final map.

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

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

The ESCSP serves as the General Plan document for the El Segundo South Campus area. The ESSCSP was found to be consistent with the City's General Plan when originally adopted, and the proposed specific plan amendment is consistent with the Specific Plan's vision, goal, and objectives. The specific plan amendment is consistent with and implements the primary ESCSP goal to create, maintain, and implement a business climate that fosters a strong economic community, develop a strategic plan that will result in business retention and attraction, provide an effective level of City services to all elements of the community, and maintain the quality of life that has characterized El Segundo for more than nine decades.

Specifically, the proposed amendments are consistent with General Plan's Economic Development Element Objective ED1-2 which seeks to "Center diversification efforts on targeted industries that meet the City's criteria for job creation, growth potential, fiscal impact, and fit with local resources" because the existing uses within the Campus will continue to create job opportunities and seek balance between growth, local resources, and infrastructure capacity. The Project site will continue to physically be suitable for the existing buildings and structures as the proposed amendments do not create any non-conformities with the existing Commercial Development; which will continue to meet the General Plan Land Use Element Objective LU4-4 which seeks to "Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments." The proposed Specific Plan amendments will continue to help guide the existing commercial development activities within the CMU district and ensure landscaping in parking areas and around the buildings are permanently maintained through the recordation of covenants, conditions, and restrictions.

The existing development allowed under the Specific Plan will continue to provide a basis for a positive contribution to the maintenance and expansion of El Segundo's economic base as development typically increases the City's business license taxes, increases the City's utility user taxes, increases the City's property taxes, and increases the City's sales taxes which enhances the General Plan Economic Development Element policy ED1-2.1 as it seeks to "expand El Segundo's retail and commercial base so that the diverse needs of the City's business and residential communities are met." An increased economic base will provide the City with resources to provide high-quality services to its residents and daytime population.

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

The specific plan amendments will help achieve the primary ESCSP goal to facilitate the revitalization of commercial areas by making them viable,

attractive, and people-oriented commercial districts. The Amendments provide development standards tailored for Phase 1 area of the ESSCSP and the proposed modifications do not interfere with the existing commercial center development at the site which will continue to provide an aesthetically pleasing and attractive commercial district and comply with General Plan Circulation Element Policy C2-1.6 as its design will continue to ease pedestrian access. Thus, the amendments will continue to transform the Campus into an economic force, which is consistent with and necessary to serve the public health, safety, and general welfare. In addition, there is no evidence indicating that any of the proposed amendments will have a detrimental impact on public health, safety, and general welfare.

SECTION 4: *Environmental Assessment.* The City Council finds and determines as follows:

A. An Environmental Impact Report was prepared for the El Segundo South Campus Specific Plan (ESSCSP) (EA-905) pursuant to 14 California Code of Regulations, § 15063 ("CEQA") and was certified on December 15, 2015. Pursuant to 14 California Code of Regulations, § 15162 ("CEQA"), no subsequent EIR shall be prepared for the project for the following reasons: (1) the proposed amendments do not propose any new development and no changes will occur to the existing Phase 1 development; 2) since no development is proposed with the amendments, there will be no new environmental impacts beyond what the previous certified EIR identified; and, 3) the amendments to the Specific Plan will not result in or allow additional development beyond what was previously approved at the site. Therefore, it can be seen with certainty that there is no possibility the amendments may have a significant effect on the environment.

B. As detailed in Section 3, the proposed Ordinance amending the ESSCSP includes minor modifications to use regulations, setback regulations, and parking regulations.

C. There are no substantial changes proposed for the project that will require preparation of a subsequent or supplemental EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects.

D. The proposed Ordinance will not result in a Specific Plan that is substantially different from the plan evaluated in the EIR, and the environmental circumstances applicable to the Specific Plan area have not changed.

SECTION 5: Table IV-1 Allowable Uses in Section VI. Development Standards A. Permitted Uses of the ESSCSP is amended as follows:

Section VI. Table IV-1-Allowable Uses

Use	CMU	O/I MU	REC/OS
Alternative fuel stations	P	P	--
Cafes	P	P	--
Data Centers	C	P	--
Financial institutions	P	P	--
General Offices, including medical and dental	P	P	--
General storage and warehousing	--	P	--
General storage and warehousing (Raytheon Company only)	P	P	
Health Clubs	P	P	--
High and medium bay labs	--	P	--
High and medium bay labs (Raytheon Company only)	P	P	
Light Industrial uses	--	P	--
Light Industrial uses (Raytheon Company only)	P	P	
Movie and Entertainment Facilities	P	P	--
Multimedia Related Offices	P	P	--
Postproduction Facilities	P	P	--
Public facilities, including, but not limited to, fire and police facilities, post offices, and libraries.	P	P	--
Public Utilities	P	P	P
Recreation Facilities (public and private)	P	P	P
Research and Development, including scientific research and experimental development laboratories	P	P	--
Restaurants, full service	P	P	--
Restaurants, fast food	P	P	--
Retail uses (excluding off site sale alcohol sales)	P	P	--
Special Effects Studios	P	P	--
Studio/sound stage(s) and other support facilities	P	P	--
Trade and vocational schools for adults	P	P	--
Any use customarily incidental to a permitted use, including the storage of hazardous materials associated with any allowable use.	A	A	A
Drive-through or walk-up services related to financial operations.	A	A	--
The on-site sale and consumption of alcohol at restaurants and cafes.	AUP	AUP	--
The off-site sale of alcohol at retail establishments.	AUP	AUP	--
Drive-through restaurants	C	C	C
Helicopter landing facilities subject to the provisions of El Segundo Municipal Code §15-2-13.	C	C	C
Hotels (provided that the existing deed restriction is removed)	C	C	C

Section VI. Table IV-1-Allowable Uses (continued)

Use	CMU	O/I MU	REC/OS
Outdoor dining, exempting outdoor dining at restaurants where outdoor dining comprises 20% or less of the total dining area of the restaurant, but not exceeding two hundred (200) square feet of floor area.	C	C	C
Laser/optical targets	A/AUP	A/AUP	--
Parking structures and surface parking lots	A [1]	P/A	P/A
Radar towers	A/AUP	A/AUP	A/AUP
Video arcades, defined as any business with three or more video or arcade machines.	C	C	C
All uses that are not permitted, conditionally permitted, or determined to be similar uses as specified above.	--	--	--
All uses that are involved with the storage of waste materials as the primary business	--	--	--
Freight Forwarding	--	--	--
Gasoline and Diesel Service Stations	--	--	--
Mini-storage	--	--	--
Residential Uses	--	--	--

AUP Administrative Use Permit
A Permitted Accessory Use
C Conditional Use
P Permitted Use
-- Not Permitted

Note: Pursuant to the ESMC, uses of a similar nature which are unlisted in Table IV-1 may be considered by the Director of Planning and Building Safety, subject to appeal to the Planning Commission.

[1] Surface Parking Lots is a permitted (P) use within Phase 1 CMU District subject to ESSCSP Section VI. Development Standards: D. Parking and Loading

SECTION 6: Section VI. Development Standards: 1. Setbacks (subsection B.3) of the ESSCSP is amended as follows:

* * *

b. Building and structure setbacks within the interior of the Specific Plan must be a minimum of fifteen feet (15') from each lot line. **For lots with frontage on the portion of El Segundo Boulevard located east of the future extension of Continental Boulevard and west of the future extension of Nash Street, buildings and structures must be setback a minimum of five feet (5').** Actual required setbacks may vary depending

on Building Code requirements that relate to type and height of the structure.

* * *

SECTION 7: Section VI. Development Standards: D. Parking and Loading (subsection D.3, D.4, and D.5) of the ESSCSP is amended as follows:

* * *

3. For retail and restaurant uses within the CMU District **excluding the Phase 1 area**, up to 20% of the required parking for an individual lot in may be provided off-site with approval by the Director of Planning and Building Safety, subject to the following performance standards:

4. For retail and restaurant uses in Phase 1 within the CMU District, up to 100% of the required parking for an individual lot may be provided off-site, with approval by the Director of Community Development, subject to the following performance standards:

a. Off-site parking must be contained within the CMU District Phase 1 lots.

b. Parking must be adjacent to the lot it serves.

c. Pedestrian pathways must be provided connecting parking lots or structures with the buildings they serve. Where off-site parking is across a project roadway, a crosswalk must be provided.

d. Other conditions may be applied by the Director as part of site plan approval.

5. For retail and restaurant uses within the CMU District **including Phase 1**, parking lots may service multiple lots or buildings subject to the following standards:

a. Reciprocal parking and access easements or covenants must be recorded before issuance of a building permit **and or in conjunction with a final map as required by the Community Development Director** and must be shown or noted on the applicable site plans.

* * *

SECTION 8: *Action.* The City Council hereby approves and adopts the El Segundo South Campus Specific Plan as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 9: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 10: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 12: *Recordation.* The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 13: *Effective Date.* This Ordinance will become effective 30 days following its passage and adoption.

PASSED AND ADOPTED this 21st day of May, 2024.

_____
Drew Boyles, Mayor

APPROVED AS TO FORM:

_____
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ___ day of _____ 2024, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2024, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tracy Weaver, City Clerk

Exhibit A

EL SEGUNDO SOUTH CAMPUS SPECIFIC PLAN

Specific Plan No. 11-01

October 2015
Amended per CC Resolution No. 5291
Amended per CC Ordinance No. 1658

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I. INTRODUCTION

A. SPECIFIC PLAN AREA

The El Segundo South Campus Specific Plan (ESSC-SP) area is located in the City of El Segundo, County of Los Angeles, California. El Segundo is situated 15 miles southwest of downtown Los Angeles. The City of El Segundo is located south of the City of Los Angeles, west of the City of Hawthorne and the County of Los Angeles, north of the City of Manhattan Beach, and the east of the City of Los Angeles and the Pacific Ocean (refer to Exhibit 1, *Regional Vicinity Map*).

More specifically, the roughly 142.28 gross acre Campus site ("Campus") is located in the southeast quadrant of the City of El Segundo, approximately 1.0 miles south of the Los Angeles International Airport (LAX) and the Glen Anderson Century Freeway (I-105), two miles west of the San Diego Freeway (SR-405), and approximately two miles west of the juncture of these two freeways. The Campus is bounded by El Segundo Boulevard to the north, the elevated MTA Line and an older industrial subdivision on Coral Circle to the east, a Union Pacific Railroad spur and the El Segundo sump to the south, and a Southern California Edison high voltage transmission easement to the west (refer to Exhibit 2, *Local Vicinity Map*, and Exhibit 3, *Local Vicinity Aerial View*). The adjacent zoning uses are: corporate office and mixed-use to the north, across El Segundo Boulevard; light manufacturing to the east and south; and open space and public facility to the west. A multi-media zone overlies the entire eastern half of the City, including the Specific Plan Area.

B. BACKGROUND

In 1978 a Precise Plan was approved for Hughes (which merged with Raytheon Company in December 1997) to build a total of 2,575,000 square feet of improvements on the Campus for a FAR of 0.42. The Precise Plan project consisted of two main components – an office tower of up to 16 stories to be located on the northwest portion of the Campus and a large low-profile complex housing the engineering and manufacturing components. The approval allowed Hughes to consolidate its corporate headquarters which was then in Culver City with its electro-optical data systems group which was already located elsewhere in El Segundo. The Campus was chosen by Hughes for the flexibility and consolidation potential made possible by the size of the property, the proximity to other Hughes' facilities, and the proximity to LAX - considerations that remain important today. Before the implementation of the Precise Plan, the Campus had been used primarily for farming.

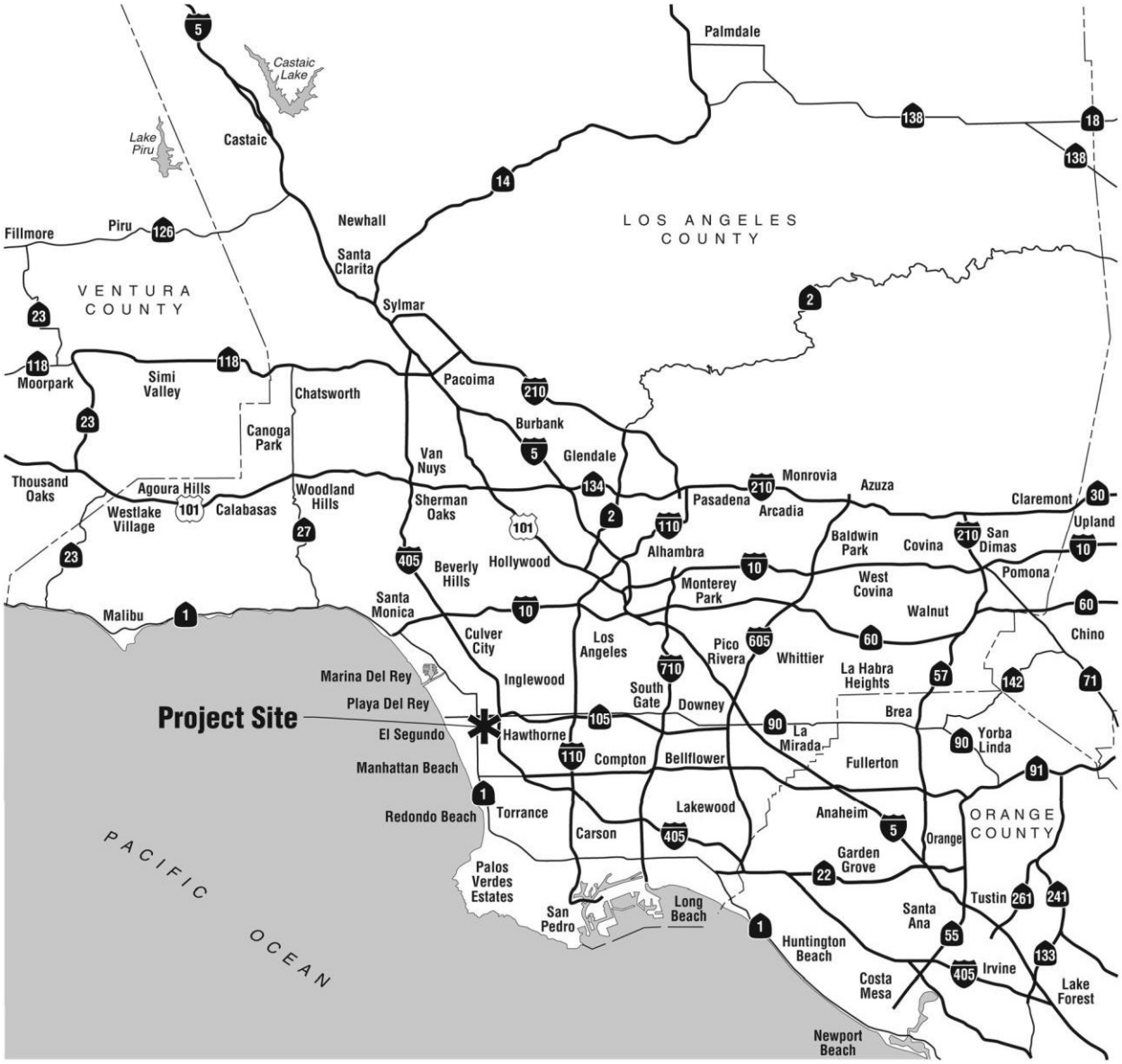


EXHIBIT 1
REGIONAL LOCATION MAP

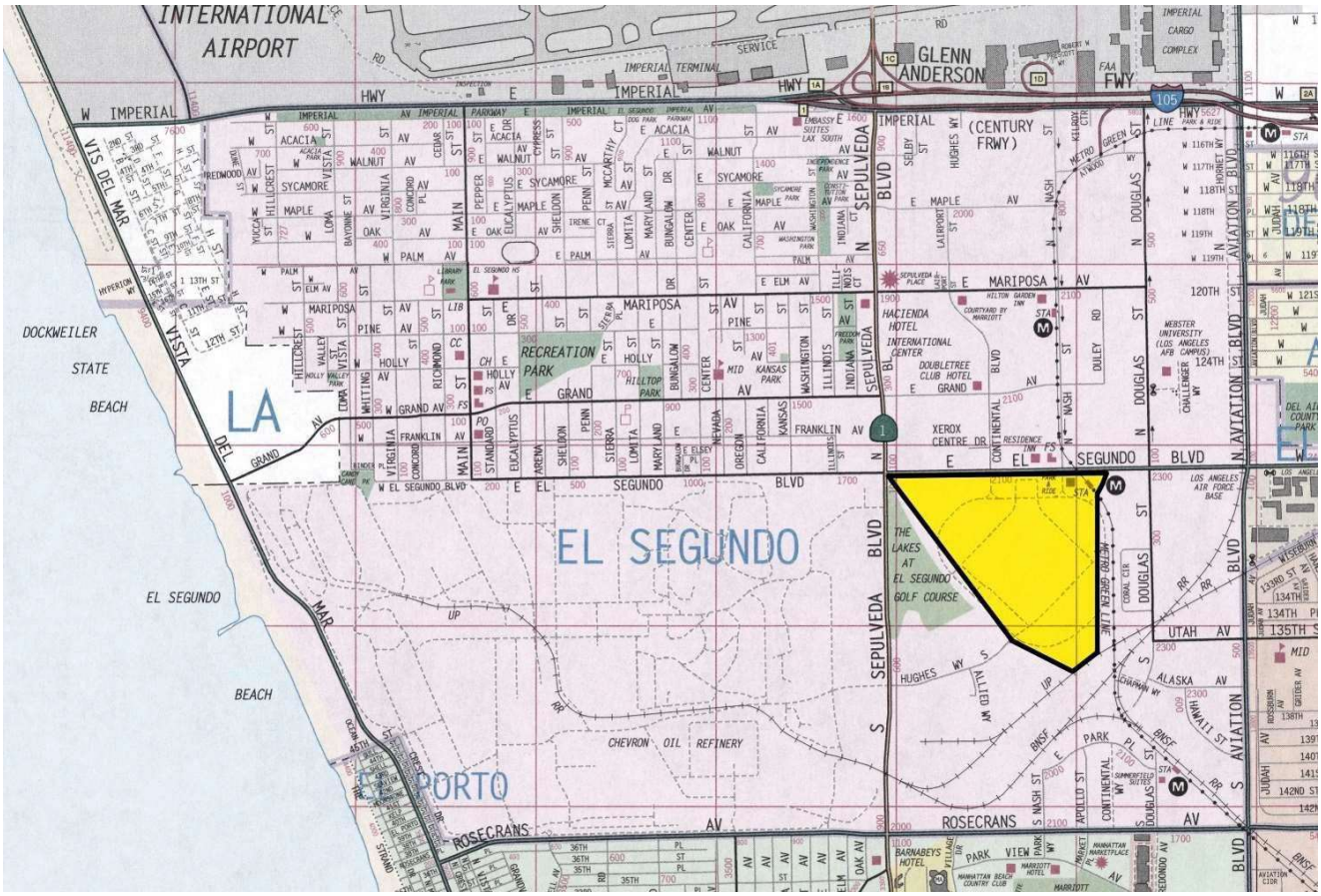


EXHIBIT 2
LOCAL VICINITY MAP



EXHIBIT 3
LOCAL VICINITY AERIAL VIEW

Through the years the Precise Plan went through several changes including moving the recreation component from under the Edison Right-of-Way to the northwest portion of the Campus, eliminating the corporate office tower which was planned for the northwest corner of the Campus, and adding additional facilities. Up until 1983 there was no official "Precise Plan" map. With Hughes' request to construct additional storage buildings in 1983, the City Council provided that the plan that was submitted with the amendment request would be the official Precise Plan which could only be modified with Planning Commission and City Council approval. In 1987, the City Council approved the last modification of the Precise Plan. Today there are 11 structures on the Campus, including the recreation facility, comprising approximately 1,802,513 square feet of net development, for an FAR of approximately 0.29 (refer to Exhibit 4, *Existing Development*). The current net square footage is broken down as follows between uses:

- Office 1,018,959 s.f.
- Laboratory 303,825 s.f.
- Manufacturing 373,634 s.f.
- Warehouse 106,095 s.f.

More specifically, the structures shown on Exhibit 4 consist of:

Table I-1
Existing Uses

Building	Use	Net Square Footage
E-1	Office, Lab/R&D, Warehouse	996,871
E-2	Office, Lab/R&D, Warehouse	39,082
E-3	Office, Lab/R&D, Warehouse	28,383
E-4	Office, Lab/R&D, Warehouse	670,619
E-5	Office, Lab/R&D, Warehouse	1,705
E-6	Office	2,263
E-7	Office, Lab/R&D, Warehouse	49,966
E-20	Warehouse	9,245
E-21	Office, Warehouse	3,951
E-23	Warehouse	428
E-24	Recreation*	0
Total		**1,802,513**

*Note: Building E-24 includes locker rooms, restroom and shower rooms which are non-assignable areas for purposes of net square footage.



EXHIBIT 4
EXISTING DEVELOPMENT

Under the existing approvals, only an additional 215,390 net square feet can be built for a total FAR of 0.325. With this FAR, the Property is extremely underdeveloped as both the General Plan and zoning for similar light industrial uses allow a 0.60 FAR as of right. Further, the El Segundo Municipal Code (ESMC) was recently amended to clarify that the FAR is based on net square feet of development in the light manufacturing zone. Currently the Campus is built close to the maximum FAR currently allowed. The limitations caused by the Precise Plan have caused Raytheon to utilize property in other areas for its operations when the need arises. This creates inefficiency and unnecessary costs, as well as results in economic losses for the City.

In order to make efficient use of the Campus, Raytheon filed for this Specific Plan in December 2011 along with other applications, including a General Plan Amendment, Zoning Amendment, and Tentative Map. The intent of the Specific Plan is to allow Raytheon to develop the Specific Plan area with any combination of allowed uses provided that the FAR does not exceed a specified development square footage (at a maximum FAR of 0.60 within the ESSCSP area) and the specified peak hour trip ceiling on new development (26,585 daily trips, 3042 a.m. peak hour trips and 3120 p.m. peak hour trips). The adoption of this Specific Plan will allow Raytheon to expand its operations, invest in the City of El Segundo, and make use of its property in a manner similar to adjacent properties.

C. DEMOGRAPHICS

According to the 2010 United States Census, as of 2010 El Segundo had a population of 16,654 persons and a total of 7410 dwelling units. From 2000 to 2010, El Segundo's population increased by 4%. The 2009 Profile of the City of El Segundo prepared by the Southern California Association of Governments ("SCAG") indicates that as of 2008 there were 53,715 jobs in the City of El Segundo, which was 1.3% lower than the 2003 level. Raytheon employs approximately 7,000 of these employees. During the period from 2003 to 2008 there was a 13.2% decrease in manufacturing jobs although manufacturing jobs remain the largest sector of jobs in the City.

D. ECONOMIC CONTEXT

El Segundo has a daytime population of approximately 85,000 persons compared to its resident population of approximately 17,000 persons. Through the years El Segundo has steadily moved away from heavy industrial and manufacturing uses towards more diversified commercial and professional uses. With the exception of the Chevron Refinery and the Air Products Chemical Plants, most heavy industrial uses have relocated outside of the City. El Segundo is home to many major corporations including Raytheon, Boeing, Chevron, Computer Sciences Corporation, DirecTV, Mattel, Xerox, Time Warner Cable, The Aerospace Corporation, and Northrop Grumman. Raytheon is the City's largest employer.

Over the past few years there has been a net loss of jobs in the City. The potential for additional businesses and jobs that may be created by this Specific Plan will improve the overall economic health of the City, allowing the City to provide a high quality of municipal services to the benefit of the City's resident and business community.

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II. OVERVIEW OF THE SPECIFIC PLAN

A. PURPOSE AND AUTHORITY OF SPECIFIC PLAN

The purpose of this Specific Plan is to provide a foundation for the proposed land uses on the subject property through the application of regulations, standards and design guidelines. The El Segundo South Campus Specific Plan provides text and exhibits which describe the proposed land uses and associated guidelines.

This Specific Plan is adopted pursuant to Government Code §§ 65450 through 65457.

Pursuant to Government Code § 65450, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- A discussion of the relationship of the Specific Plan to the General Plan.

A thorough review of the El Segundo General Plan shows that this Specific Plan is compatible and consistent with the goals and policies outlined in the General Plan. This Specific Plan will further the goals and policies of the General Plan as more fully described below.

This Specific Plan was prepared to provide the essential relationship between the policies of the El Segundo General Plan and actual development in the Project area. By functioning as a regulatory document, the El Segundo South Campus Specific Plan provides a means of implementing the City of El Segundo's General Plan. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the standards set forth in this document.

B. SPECIFIC PLAN SCOPE AND GOALS

The City of El Segundo is an employment-led community and accordingly, development has been led by employment rather than housing growth. The El Segundo South Campus Specific Plan will serve the mission of economic development in the City which is to create, maintain, and implement a business climate that fosters a strong economic community, develop a strategic plan that will result in business retention and attraction, provide an effective level of City services to all elements of the community, and maintain the quality of life that has characterized El Segundo for more than nine decades.

Permitted uses within the Campus will create job opportunities and seek balance between growth, local resources, and infrastructure capacity. Additionally, the growth allowed by the Specific Plan will create a synergy with other uses in the area and help those businesses to grow as well. The development allowed under the Specific Plan will provide a basis for a positive contribution to the maintenance and expansion of El Segundo's economic base as development typically increases the City's business license taxes, increases the City's utility user taxes, increases the City's property taxes, and increases the City's sales taxes. An increased economic base will provide the City with resources to provide high-quality services to its residents and daytime population.

C. CONSISTENCY WITH THE GENERAL PLAN

The El Segundo General Plan provides the underlying fundamentals of the El Segundo South Campus Specific Plan, which serves both as a planning and regulatory document. The Specific Plan is the document implementing the El Segundo General Plan for the Campus area.

Proposed development plans or agreements, tentative tract or parcel maps, and any other development approvals must be consistent with the Specific Plan. Projects consistent with this Specific Plan will be automatically deemed consistent with the General Plan.

The El Segundo South Campus Specific Plan requires a General Plan Amendment that changes the Land Use Designation from Light Industrial, Public Facility and Open Space to El Segundo South Campus Specific Plan with an accompanying Land Use map change. With approval of this amendment, the Specific Plan is consistent with the General Plan of the City of El Segundo. More specifically, the Specific Plan directly implements or furthers the intent of the following goals, objectives and policies of the General Plan:

ECONOMIC DEVELOPMENT ELEMENT

Goal ED1: To create in El Segundo a strong, healthy economic community in which all diverse stakeholders may benefit.

Policy ED1-1.1: Maintain economic development as one of the City's and the business and residential communities' top priorities.

Policy ED1-1.2: Focus short-run economic development efforts on business retention and focus longer-run efforts on the diversification of El Segundo's economic base in order to meet quality of life goals.

Objective ED1-2: Center diversification efforts on targeted industries that meet the City's criteria for job creation, growth potential, fiscal impact, and fit with local resources.

Policy ED1-2.1: Seek to expand El Segundo's retail and commercial base so that the diverse needs of the City's business and residential communities are met.

Policy ED1-2.2: Maintain and promote land uses that improve the City's tax base, balancing economic development and quality of life goals.

Goal ED2: To provide a supportive and economically profitable environment as the foundation of a strong local business community.

Policy ED2-1.3: Develop a framework within which interested groups can work together on matters of common interest related to economic growth, its orderly management, and the resolution of attendant problems to improve the City's business climate.

LAND USE ELEMENT

Goal LU4: Provide a stable tax base for the City through development of new commercial uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown.

Objective LU4-1: Promote the development of high quality retail facilities in proximity to major employment centers.

Policy LU4-3.1: Encourage retail uses, where appropriate, on the ground floor of Urban Mixed-Use and corporate offices with other uses above.

Policy LU4-3.2: Encourage mixed-use developments within one-quarter mile of the Green Line Stations.

Objective LU4-4: Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.

Policy LU4-4.1: Policies and zoning regulations shall be developed to help guide the development of commercial activities within mixed - use projects.

Policy LU4-4.4: Promote commercial uses, in conjunction with other uses, in buildings within a quarter-mile walking radius of the Green Line Stations.

Policy LU4-4.6: Promote mixed-use development near transit nodes and encourage modes of transportation that do not require an automobile.

Goal LU5: Retain and attract clean and environmentally safe industrial uses that provide a stable tax base and minimize any negative impact on the City.

Objective LU5-1: Attract the kinds of industrial uses which will be economically beneficial to the community as well as enhance the environmental quality of the City.

Objective LU5-2: Encourage the construction of high-quality, well designed industrial developments through adoption of property development standards and provisions of community services and utilities.

Policy LU5-2.1: New industrial developments shall provide landscaping in parking areas and around the buildings. This landscaping is to be permanently maintained.

Policy LU5-2.5: Employee recreational facilities shall be provided by the employer for large industrial developments.

Objective LU5-4: Preserve and maintain a balanced and diversified industrial base.

Objective LU5-6: Encourage a mix of office and light industrial uses in industrial areas.

Policy LU6-1.1: Continue to provide uniform and high quality park and recreational opportunities to all areas of the City, for use by residents and employees.

CIRCULATION ELEMENT

Goal C1: Provide a safe, convenient, and cost-effective circulation system to serve the present and future circulation needs of the El Segundo community.

Policy C1-1.8: Provide all residential, commercial, and industrial areas with efficient and safe access to the major regional transportation facilities.

Policy C1-1.9: Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles.

Goal C2: Provide a circulation system that incorporates alternatives to the single- occupant vehicle, to create a balance among travel modes based on travel needs, costs, social values, user acceptance, and air quality considerations.

Objective C2-1: Provide a pedestrian circulation system to support and encourage walking as a safe and convenient travel mode within the City's circulation system.

Policy C2-1.3: Encourage new developments in the City by participating in the development of the citywide system of pedestrian walkways and require participation funded by the Project developer where appropriate.

Policy C2-1.4: Ensure the installation of sidewalks on all future arterial widening or new construction projects, to establish a continuous and convenient link for pedestrians.

Objective C2-2: Provide a bikeway system throughout the City to support and encourage the use of the bicycle as a safe and convenient travel mode within the City's circulation system.

Policy C2-2.1: Implement the recommendations on the Bicycle Master Plan contained in the Circulation Element, as the availability arises; i.e., through development, private grants, signing of shared routes.

Policy C2-2.2: Encourage new development to provide facilities for bicyclists to park and store their bicycles and provide shower and clothes hanging facilities at or close to the bicyclist's work destination.

Policy C2-2.6: Encourage design of new streets with the potential for Class I or Class II bicycle routes that separate the automobile, bicycle, and pedestrian to the maximum extent feasible.

Policy C2-2.8: Evaluate bikeway system links with the Metro Green Line rail stations and improve access wherever feasible.

Policy C3-1.8: Require the provision of adequate pedestrian and bicycle access for new development projects through the development review process.

OPEN SPACE AND RECREATION ELEMENT

Goal OS1: Provide and maintain high quality open space and recreational facilities that meet the needs of the existing and future residents and employees within the City of El Segundo.

Objective OS1-3: Provide recreational programs and facilities for all segments of the community.

Policy OS1-3.4: Encourage commercial recreational uses to locate in El Segundo.

CONSERVATION ELEMENT

Goal CN2: Assist in the maintenance of a safe and sufficient water supply and distribution system that provides for all the water needs within the community.

Policy CN2-7: Require new construction and development to incorporate the principles and practices of sound landscape design and management, particularly those conserving water and energy.

Policy CN2-11: Encourage, whenever appropriate and feasible, development techniques which minimize surface run-off and allow replenishment of soil moisture. Such techniques may include, but not be limited to, the on-site use and retention of storm water, the use of pervious paving material (such as walk-on-bark, pea gravel, and cobble mulches), the preservation of vegetative covers, and efficiently designed and managed irrigation systems.

Goal CN5: Develop programs to protect, enhance, and increase the amount and quality of the urban landscape to maximize aesthetic and environmental benefits.

Policy CN5-8: Increase the quantity of plant material to:

- Increase filtration of airborne particulate matter
- Increase oxygen production
- Provide carbon storage
- Reduce the solar heat load on structures and heat gain from paved surfaces
- Increase the percolation of water into soil

- Decrease run-off and evapotranspiration

Policy CN5-10: Develop standards, procedures, and guidelines for sound landscape design and management. Incorporate these standards, procedures, and guidelines, including conservation concepts, into the City's review and approval process for residential and non-residential projects.

AIR QUALITY ELEMENT

Goal AQ4: Reduce Motorized Transportation

Policy AQ4-1.1: It is the policy of the City of El Segundo that the City actively encourage the development and maintenance of a high quality network of pedestrian and bicycle routes, linked to key locations, in order to promote non-motorized transportation.

NOISE ELEMENT

Goal N1: Encourage a high quality environment within all parts of the City of El Segundo where the public's health, safety, and welfare are not adversely affected by excessive noise.

Objective N1-1: It is the objective of the City of El Segundo to ensure that City residents are not exposed to mobile noise levels in excess of the interior and exterior noise standards or the single event noise standards specified in the El Segundo Municipal Code.

Policy N1-1.4: Consider noise impacts from traffic arterials and railroads, as well as aircraft, when identifying potential new areas for residential land use.

Objective N1-2: It is the objective of the City of El Segundo to ensure that City residents are not exposed to stationary noise levels in excess of El Segundo's Noise Ordinance standards.

PUBLIC SAFETY ELEMENT

Goal PS1: Protect the public health and safety and minimize the social and economic impacts associated with geologic hazards.

HAZARDOUS MATERIALS AND WASTE MANAGEMENT ELEMENT

Goal HM1: Protect health and safety of citizens and businesses within El Segundo and neighboring communities.

Goal HM3: Ensure compliance with State laws regarding hazardous materials and waste management.

Goal HM4: Assist in meeting State, Federal, and County hazardous materials and waste management goals, as these are consistent with City goals.

Goal HM5: Assist in meeting State and County goals to reduce hazardous waste generation to the maximum extent possible.

Goal HM8: Maintain the economic viability of the City of El Segundo.

Policy HM8-1: Promote continuous updating of business plans by companies in the City.

D. ENTITLEMENTS

The following entitlements are required in conjunction with this Specific Plan (SP No. 11-01):

- General Plan Amendment No.11-01 to change the land use designation from Light Industrial, Public Facility and Open Space to El Segundo South Campus Specific Plan with an accompanying Land Use map change.
- Zone Text Amendment No. 11-01 to: 1) add "El Segundo South Campus Specific Plan" to El Segundo Municipal Code ("ESMC") §15-3-1; and 2) add a new ESMC §15-3-2(A)(8) "El Segundo South Campus Specific Plan."
- Zone Change No. 11-02 to rezone the property from Light Manufacturing, Open Space and Public Facility to El Segundo South Campus Specific Plan.
- Development Agreement No. 11-02 between the City of El Segundo and Raytheon Company.
- Vesting Tentative Map # 71551 – dividing the Specific Plan Area into 26 individual lots.

Findings justifying the General Plan Amendment and Zone Change include:

1. The Specific Plan designation is intended to provide more flexibility for the development of a master-planned Campus that will be constructed in several phases.
2. The primary objective of the Specific Plan is to provide for superior, more comprehensive, site planning of the Campus.
3. Uses permitted within the Campus are consistent with prior zoning and compatible with adjacent uses.

E. EXISTING LAND USES

The City of El Segundo has distinctive land use patterns, which are divided into four quadrants by the intersection of Sepulveda Boulevard and El Segundo Boulevard. Compatibility of an individual land use is determined mainly by its relationship to other uses within its quadrant. The El Segundo South Campus Specific Plan area is located in the southeastern quadrant of the City of El Segundo, which is east of Sepulveda Boulevard and south of El Segundo Boulevard. The design and implementation of this Specific Plan relate directly to its position within this larger context.

The southeast quadrant of the City is primarily designated for light industrial which allows a mixture of industrial and office uses. This quadrant also contains a commercial region which is home to the retail development of Plaza El Segundo, an approximately 388,000 square foot lifestyle retail center. The northeast quadrant of the City lies directly across El Segundo Boulevard and consists primarily of corporate office and urban mixed uses which allow for office and commercial uses. The southwest quadrant of the City lies directly across Sepulveda Boulevard and consists primarily of oil refinery/heavy industrial use. A multimedia zone overlies both the southeast and northeast quadrants of the City. Before the adoption of the El Segundo South Campus Specific Plan (ESSC-SP) the property was designated primarily as Light Industrial in the General Plan Land Use Element with Light Industrial zoning.

Adjacent land uses include the following:

North: Across El Segundo Boulevard, include mid- and high-rise office buildings with multi-story parking structures and a hotel. LAX is located approximately 1.0 mile north of the Campus.

East: The adjacent land uses to the east include the elevated MTA Green Line and a variety of one and two story industrial uses along Coral Circle. The El Segundo Boulevard Green Line station is located at the northeast corner of the Campus.

South: A Union Pacific Railroad spur line lies immediately to the south and further to the south, the Plaza El Segundo commercial center. Immediately to the southwest of the Campus is a City of El Segundo Stormwater retention basin and to the west of that are public storage units and a Federal Express distribution facility.

West: Land uses to the west include the El Segundo Municipal Golf Course and the West Basin Municipal Water District Water Recycling Facility. The Chevron Refinery is located across Sepulveda Boulevard.

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III. LAND USE PLAN

The Raytheon campus has been in place since the 1970s and has been modified and expanded several times as the need arose. The existing Campus includes 1,802,513 square feet of mixed development on the site's 142.28 gross acres, 13,624 square feet of which would be demolished as part of the land use program. The project area, excluding the right-of-way of El Segundo Boulevard, is 137.06 acres.

A. DEVELOPMENT CONCEPT

The Specific Plan establishes the general type, parameters and character of the development in order to develop an integrated Campus that is also compatible with the surrounding area. The Campus' proximity to freeways, major arterials, and the Metro Rail makes the Campus an ideal location for the expansion of uses and is consistent with the City's desire to facilitate economic development in El Segundo.

The El Segundo South Campus Specific Plan development concept provides flexibility for Raytheon to either expand its existing operations or develop a mixed-use project that would be compatible with the existing Raytheon Campus facilities and operations. On an overall basis, the maximum development potential within the 142.28 acre campus is based upon a floor area ratio (FAR) of 0.60, resulting in a maximum development intensity of 3,718,889 net square feet. Development of individual parcels may exceed 0.60 FAR as noted in the sections below.

In order to allow for maximum flexibility within the Specific Plan area, a Mixed Use concept is utilized, with mechanisms in the Specific Plan's Development Regulation to allow for transfers between land use types and planning areas, subject to the following requirements:

1. The overall FAR of the Campus cannot exceed 0.60 based on the gross acreage of the site, resulting in a maximum development intensity of 3,718,889 net square feet of building area;

2. Land uses conform to allowable uses as outlined in the Permitted Use Table in the Development Standards section of this Specific Plan; and

3. The total number of traffic trips cannot exceed the trip ceiling established for the Project. The trip ceiling for trip generation of new development within the Project area is:

   a. 631 PM peak hour inbound trips and 2,489 PM peak hour outbound trips, for a total of 3,120 PM peak hour trips as outlined in the trip budget mechanism for the Project (refer to Appendix A).
   b. 2,634 AM peak hour inbound trips and 408 outbound AM peak hour trips, for a total of 3,042 AM peak hour trips as outlined in the trip budget mechanism for the Project (refer to Appendix A).
   c. 26,585 daily trips as outlined in the trip budget mechanism for the Project (refer to Appendix A).

Floor Area. For purposes of this Specific Plan, application of a floor area ratio results in net building square footage. Gross floor area is the sum of the net floor area plus an additional twelve percent (12%) of net floor area. The purpose of evaluating individual buildings proposed within the Specific Plan area net floor area is defined in section VI.B.5.c of this Specific Plan.

B. LAND USE PLAN

The El Segundo South Campus Specific Plan is based upon the following land uses (refer to Exhibit 5, *Land Use Plan*):

1. Commercial/Office Mixed Use (CMU)

The Commercial/Office Mixed Use (CMU) land use designation is located on parcels fronting onto El Segundo Boulevard, consisting of lots 2, 3, 4, 14, 15, and 16, and totaling approximately 24 acres. The CMU area allows for a wide range of office and commercial uses consistent with the existing and planned Campus. However this area's frontage on El Segundo Boulevard is most appropriate for commercial land uses such as office, retail, restaurants, and fitness centers which require more visibility and the potential to attract users from outside the Raytheon Campus.

The specific uses are limited in this land use category as shown in the Specific Plan's development regulations in order to provide an aesthetically pleasing frontage to the Campus along this high visibility corridor.

Anticipated floor area ratios along this frontage range from 0.25-1.81. Table III-1 shows one potential scenario, based upon the conceptual site plan shown in Exhibit 6, *Conceptual Site Plan*.

2. Office/Industrial Mixed Use (O/I MU)

The Office/Industrial Mixed Use (O/I MU) land use designation is comprised of the balance of the development areas of the site, including the existing Raytheon Campus buildings. This consists of lots 1, 5, 6, 7, 8, 9, 10, 12, 13, 17 and 18 and totals approximately 86.62 acres. This designation includes a full range of commercial, office, warehousing, and light industrial land uses, allowing for new light industrial/R&D, office, and commercial uses consistent with the existing Campus. This range of uses would facilitate an expansion of the existing Campus or the sale of parcels for development by others.

Anticipated floor area ratios range from 0.22-2.2. Table III-1 shows one potential scenario, based upon the conceptual site plan shown in Exhibit 6, *Conceptual Site Plan*.

The existing Raytheon Campus facility is located in the central portion of the Office/Industrial Mixed Use area. This facility may continue to be fenced and gated to secure its perimeter.

3. Recreation/Open Space (REC/OS)

The Recreation/Open Space category includes the Project's private recreation facility, identified as Lot 11 on Exhibit 6, as well as several small remnant and potential right-of-way parcels along the properties eastern (Lots 20, 22, 23, and 24) and western (Lot 26) edge, as shown on Exhibits 6 and 7).

The Specific Plan recreation facility includes 7.54 acres of private outdoor recreational facilities for Raytheon employees. A field house building including showers, lockers and restrooms would be provided as a required facility but is not counted as part of the Project's FAR and square footage cap.

The recreation facilities provided on site must include at least three of the following:

- Fields for baseball, soccer and/or other team sports
- Tennis courts
- Basketball courts
- Handball courts
- Volleyball courts

Table III-1, *Land Use Summary*, shows the anticipated scenario for the Project's land use mix.

Table III-1
Land Use Summary

Land Use	Building Area (Net) (square feet)	Building Area (Gross) (square feet)
New Development		
Office	1,565,000	1,752,800
Warehouse/Storage	82,000	91,840
Light Industrial	150,000	168,000
Commercial	133,000	148,960
Subtotal New Development	***1,930,000***	***2,161,600***
Existing Campus Uses[1]	**1,788,889**	**2,069,947**
Total Campus Development	**3,718,889**	**4,231,547**

[1] Buildings scheduled for demolition are E-20, E-21, E-23, and E-24 (refer to Exhibit 4); already excluded from Existing Campus Uses.

Table III-2, *Land Use – Project Development Scenario*, show a potential implementation of the uses and standards of this Specific Plan based upon the vesting map and the Conceptual Site Plan shown in Exhibit 6, *Site Plan*. Ultimate land use would be determined at the time of site plan submittal for a specific parcel, subject to the development standards and permitted uses outlined in Section VI, *Development Standards*, and analysis of compliance with overall FAR and trip budget limitations.

Table III-2
Land Use – Project Development Scenario

Parcel	Use	Acreage	Building Area (Net)	Building Area (Gross) [2]	Assumed FAR[3]
Commercial/Office Mixed Use (CMU)					
2	Office	4.87	380,040	425,644.80	1.79
3	Office	2.57	191,540	214,524.80	1.71
4	Office	5.20	191,540	214,524.80	0.84
14	Commercial	4.01	50,000	56,000	0.29
15	Commercial	3.99	46,000	51,520	0.26
16	Commercial	3.36	37,000	41,440	0.25
Subtotal		***24.00***	**896,120**	**1,003,654.4**	***0.86***
Office/Industrial Mixed Use (O/I MU)					
1	Office	10.02	191,540	214,524.8	0.44
5	Existing	7.17	67,465	82,412	0.22
6	Warehouse Light Ind.	4.53	82,000 150,000	91,840 168,000	1.18
7	Office	4.75	163,840	183,500.8	0.79
8	Office	5.81	163,840	183,500.8	0.65
9	Office	1.68	160,840	180,140.8	2.20
10	Parking structure	1.49	--	--	--
12	Existing	7.78	53,934	82,798	0.16
13	Office	2.71	121,820	136,438.4	1.03
17	Existing	22.32	996,871	1,121,048	1.03
18	Existing	18.36	670,619	783,689	0.84
Subtotal		***86.62***	***2,822,769***	***3,227,892.6***	***0.75***
TOTAL DEV		**110.62**	**3,718,889[4]**	**4,231,547**	**0.77**
19-26	**Roads/OS**	**18.07**	**--**	**--**	**--**
11	**Recreation**	**7.54**	**--**	**--**	**--**
El Segundo Blvd. New Dedication	**Road and Bike Path**	**0.83**	**--**	**--**	**--**
El Segundo Blvd. Existing Dedication	**Road**	**5.22**	**--**	**--**	**--**
TOTAL		**142.28**			**0.60**

[2] Gross building area of new construction is assumed to be 1.12% of net area. Twelve (12) percent of gross area is excluded, accounting for elevators, stairwells, and other non occupied space.
[3] FAR calculation yields a net building area.
[4] Total allowable intensity would be capped at a potential maximum of 3,718,889 net square feet.

Trip Ceiling. A Trip Budget tracking system is a mechanism for managing the forecast vehicular trips generated by the land use mix identified in Tables III-1 and III-2. The Trip Budget is defined in Appendix "A" of this Specific Plan and is outlined in Table III-3 below.

The purpose of the system is to ensure that development can be accommodated within the planned roadway capacity of the on-site and off-site roadway systems and to allow maximum flexibility of land uses in keeping with the market and ongoing Raytheon facilities requirements.

The basis for the trip budget is the specification of a mix of uses within the Specific Plan area. The budget establishes a baseline capacity of trips. Using assumed traffic generation rates for the uses anticipated within the Project, the number of trips that would be generated at build-out of the plan was estimated.

Table III-3
Project Trip Ceiling
for trips associated with new development
within the ESSCSP area.

AM Peak Hour Trips		
In	Out	Total
2634	408	3042

PM Peak Hour Trips		
In	Out	Total
631	2489	3120

Total Daily Trips
26, 585

If a different mix of land uses is proposed at the time of Site Plan review, a trip budget table and analysis would be provided as part of the Project submittal to allow for:

- Confirmation that the proposed mix of uses falls within the maximum trip allowance; and
- City tracking of the land use mix within the Project.

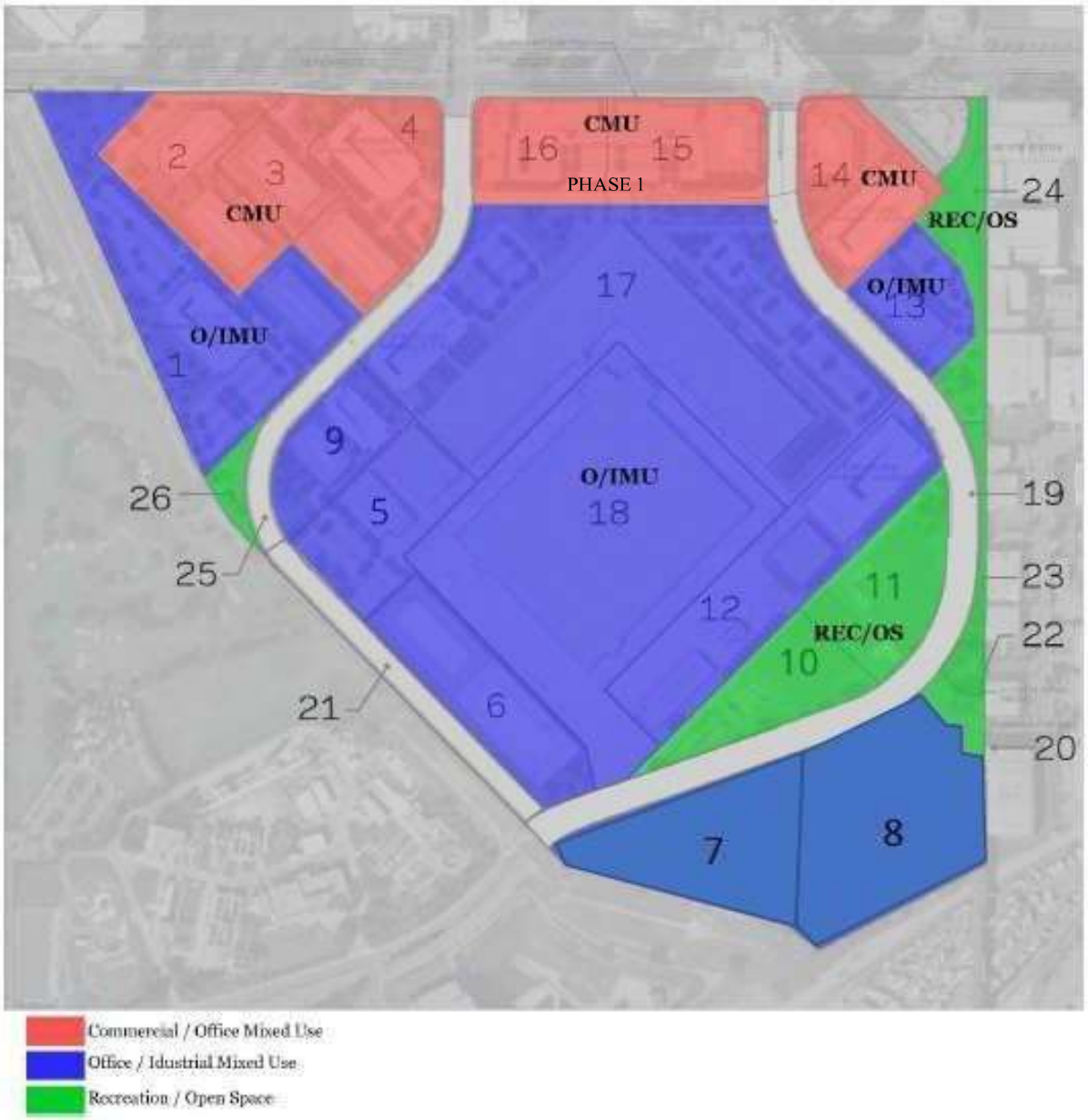


EXHIBIT 5
LAND USE PLAN
Amended per CC Resolution No. 5291
Amended per CC Resolution No. TBD



EXHIBIT 6
CONCEPTUAL SITE PLAN
Revised per CC Resolution No. 5291

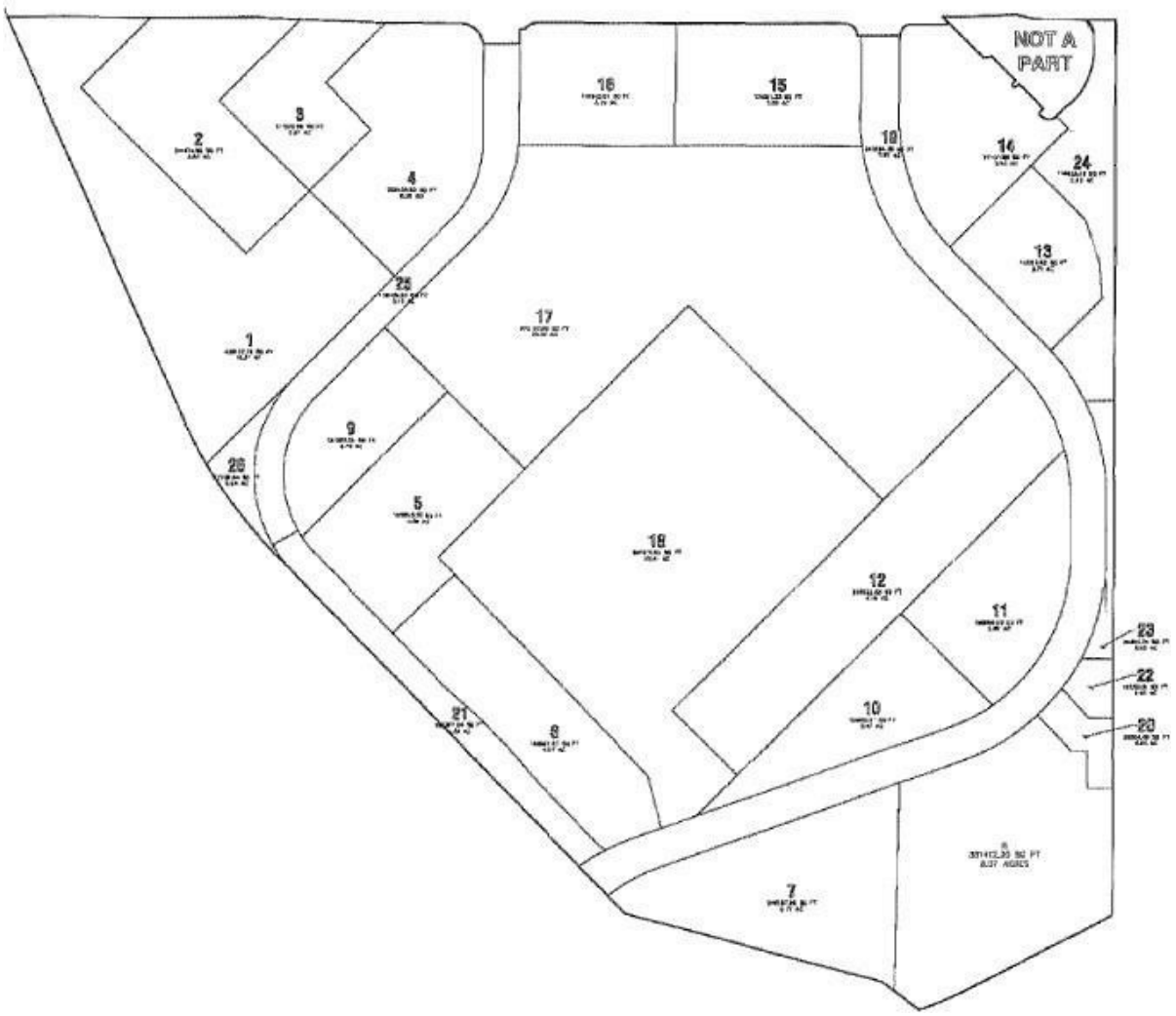


EXHIBIT 7
VESTING TENTATIVE MAP #83507
Revised per CC Resolution No. 5291

C. PHASING

Development starts and occupancy rates are not mandated by any phasing schedule. Development will be dictated by market demand and phased accordingly. The conceptual phasing schedule identified below is a best estimate for planning purposes only.

Table III-4
Phasing

Land Use	2013	Phase I Opening 2015	Phase II 2016 - 2022	Buildout
Office	-	0	1,752,800	1,752,800
Warehouse	-	0	91,840	91,840
Industrial	-	0	168,000	168,000
Retail/Restaurant	-	92,960	56,000	148,960
Total	**-**	***92,960***	***2,068,640***	***2,161,600***

Note: Phase 1 is a commercial development site bounded by El Segundo Boulevard, the future extension of Nash Street, and future extension of Continental Boulevard, illustrated at lots 15 and 16 and identified as CMU district in Land Use Exhibit 5.

D. CIRCULATION PLAN

Regionally, the Campus is accessible from the San Diego freeway (405), Century Freeway (105), the Metro Green Line, and the major arterials of El Segundo Boulevard and Sepulveda Boulevard. The Campus is directly accessible from El Segundo Boulevard at the intersections of Continental Boulevard and Nash Street and is accessible off of Sepulveda Boulevard via Hughes Way. There is a third access point located adjacent to the El Segundo Boulevard Metro Green Line station. However, that access is gated. The internal circulation system of the Campus is currently private and access is controlled by fencing, guard stations, and gates.

The development of the Specific Plan must provide for an efficient, internal roadway system that will facilitate on-site circulation and parking. Access will be provided for emergency vehicles and development within the Campus will provide infrastructure and facilitate access for various modes of travel including automobiles, transit, bicycles, and pedestrian. Connectivity in this part of the City will also be provided in accordance with the City's General Plan. Pedestrian and handicap access must be provided between buildings, to key elements in the surrounding area, and to the nearby MTA Green Line station.

VEHICULAR CIRCULATION

El Segundo Boulevard. El Segundo Boulevard is an existing public arterial that abuts the property on its northern edge. An off-street "Class I" bicycle path will be designed and constructed consistent with the requirements of the South Bay Bicycle Master Plan. The bicycle path may diverge from running parallel to El Segundo Boulevard near the overhead green line overhead alignment and enter the El Segundo Green Line Station south of any obstructions created by the supports for the Green Line's elevated track.

A limited number of additional curb cuts may be allowed along El Segundo Boulevard to provide direct access to the Campus, subject to the approval of the Director of Planning and Building Safety and Director of Public Works as part of site plan review.

Hughes Way/Nash Street Extension. With the development of the Specific Plan, Hughes Way will be connected with Nash Street through the south and eastern portions of the Campus (Parcel 19). The street will be dedicated to the City for public right-of-way purposes as a Secondary Arterial with a right-of-way width of 100 feet, including a 22-foot wide raised landscaped median. Hughes Way extension will include a 6-foot wide on-street "Class II" bicycle lane consistent with the South Bay Bicycle Plan. This street must be completed before a certificate of occupancy is issued for any use which would cause the new development trip cap of 89 a.m. peak hour, 225 p.m. hour peak trips or 3775 daily trips to be exceeded.

The circulation pattern provides for future connection from the Nash Street extension to Coral Circle (an easement through Parcels 20 and 22) and provides for additional parking for the Coral Circle businesses (Parcels 20 and 22). 20-year irrevocable offers of dedication to Parcels 20 and 22 must be offered and may be accepted by the City at such time as the City acquires access rights from the affected businesses along Coral Circle and enters into a contract for the construction of the connecting street.

Continental Boulevard. The Circulation Plan calls for the extension of Continental Boulevard, along the southwestern boundary lines, to its connection with Hughes Way. This street will initially be private and gate controlled until such time as the first parcel taking access from the road is either sold or leased for use by non-Raytheon parties. At that time a portion of the road (Parcel 21 or Parcel 25 or both) will be opened to public access either through dedication to the City or recordation of a public access easement. Continental Boulevard is designed as a Collector Street with a right-of-way width of 80 feet, and a 14-foot raised median.

At the point where the future Continental Boulevard turns from an east-west direction to a north-south direction, a parcel has been created (Parcel 26) which will allow access to the adjacent golf course. Raytheon will provide a 20-year irrevocable offer of dedication for this parcel. This dedication may be accepted by the City at such time the City permits circulation through the adjacent golf course and Continental Boulevard is made accessible to the public.

Until such time as a street is accepted by the City, the street may be fenced, guarded or gated. However, perimeter security will be relocated so as to provide unfettered access to all public streets.

NON-VEHICULAR CIRCULATION

Three non-vehicular circulation components are included within the Campus:

- A 6-foot wide Class I bicycle path (4-foot one way path with 2-foot shoulder) is required to be installed in a dedicated public easement adjacent to El Segundo Boulevard (consistent with the South Bay Bicycle Plan). This path is illustrated in the Landscape portion of the Specific Plan Design Guidelines.

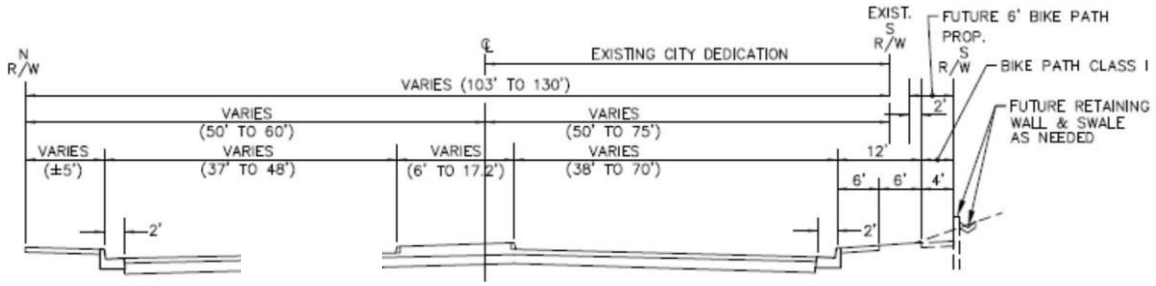
- A 6-foot wide Class II, on-street bicycle lane is included within the right-of-way of the Hughes/Nash Street extension on each side of the street.

- A pedestrian access easement across one or a combination of parcels 13, 14 and/or parcel 24 of Vesting Map 71551 is required to allow direct pedestrian access to the Green Line Station.

Improved bicycle parking facilities will be located at either the Metro Green-line station or on-site, on land reserved for secured bicycle parking in close proximity to the Green-line station. This facility, at a minimum, will include fully enclosed, secured parking for bicycles. The station could also include other amenities for cyclists, such as: staffing, repair facilities, sales of bicycle related materials, changing and or shower facilities, bicycle rental and/or bicycle sharing facilities.

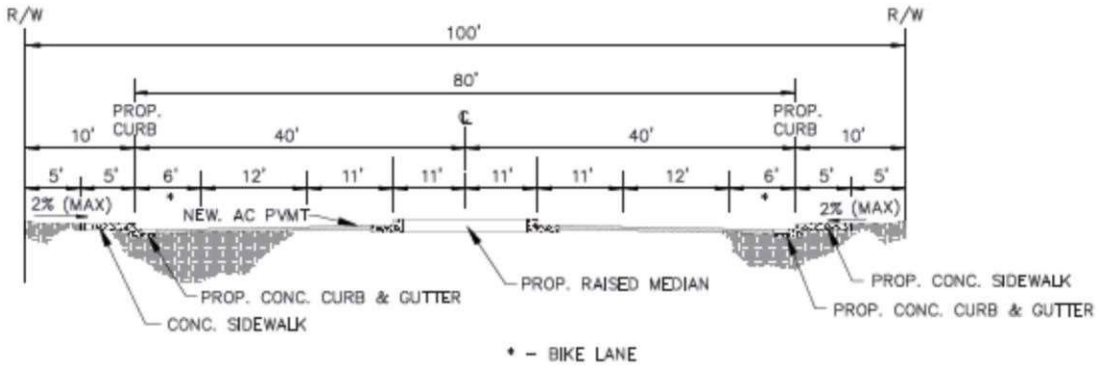
E. GRADING CONCEPT

Site grading will require cut and fill to create building pads. The grading is expected to be balanced on-site. Final grading plans will be approved by the City Engineer before the City issues a grading permit.



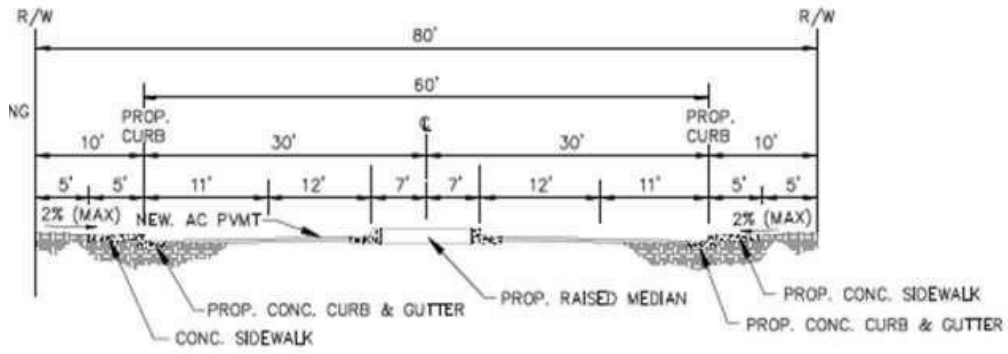
EXISTING EL SEGUNDO BLVD. AND PROPOSED DEDICATION

SCALE: NTS



TYPICAL SECTION: SECONDARY ARTERIAL STREET

SCALE: NTS



TYPICAL SECTION: COLLECTOR STREET

SCALE: NTS

IV. EXISTING UTILITIES AND INFRASTRUCTURE

The following is a summary of existing and proposed public infrastructure for development of the site. Some private infrastructure may be converted to public infrastructure where appropriate and if the City of El Segundo approves. All infrastructure will be constructed in accordance with the standards of the governing agency.

A. WATER SERVICE

EXISTING CONDITION

Water utility service is provided by the City of El Segundo and is currently available within the Campus. Water is purchased through West Basin Municipal Water District which is a member of The Metropolitan Water District of Southern California.

The current points of connection to the public water system are near the midpoint of the northern and midpoint of the eastern property line. Connection is made with 12-inch service laterals to an existing 27-inch diameter City of El Segundo water main line.

Water for fire suppression is provided by on-site building sprinklers and fire hydrant(s) and from off-site fire hydrants located on El Segundo Boulevard.

PROPOSED CONDITION

The existing and future water service must be provided through a future public line or a private line with private easement serving each lot. Location of lines in public streets is the preferred condition; where a public main line serving multiple lots is not within a public street, an easement must be granted to the City for access and maintenance. Points of connection will be based on the City of El Segundo's approval and may include connections to existing 27-inch water main line in El Segundo Boulevard, an existing 10-inch public water service in Hughes Way, or an existing 27-inch public water service which lies within an existing City easement along the east side of the site. Future water service points of connection will need to be provided to existing Raytheon buildings to remaining and future buildings. A Conceptual Water Utility Plan has been developed for the Specific Plan Area (refer to Exhibit 8, *Water Plan*).

Fire flows for future construction will be based on County of Los Angeles Fire Department Land Development Unit standards, requiring up to 5,000 gallons per minute (gpm) at 20 psi residual pressure for up to a five-hour duration. Final fire flows will be based on specific building design details.

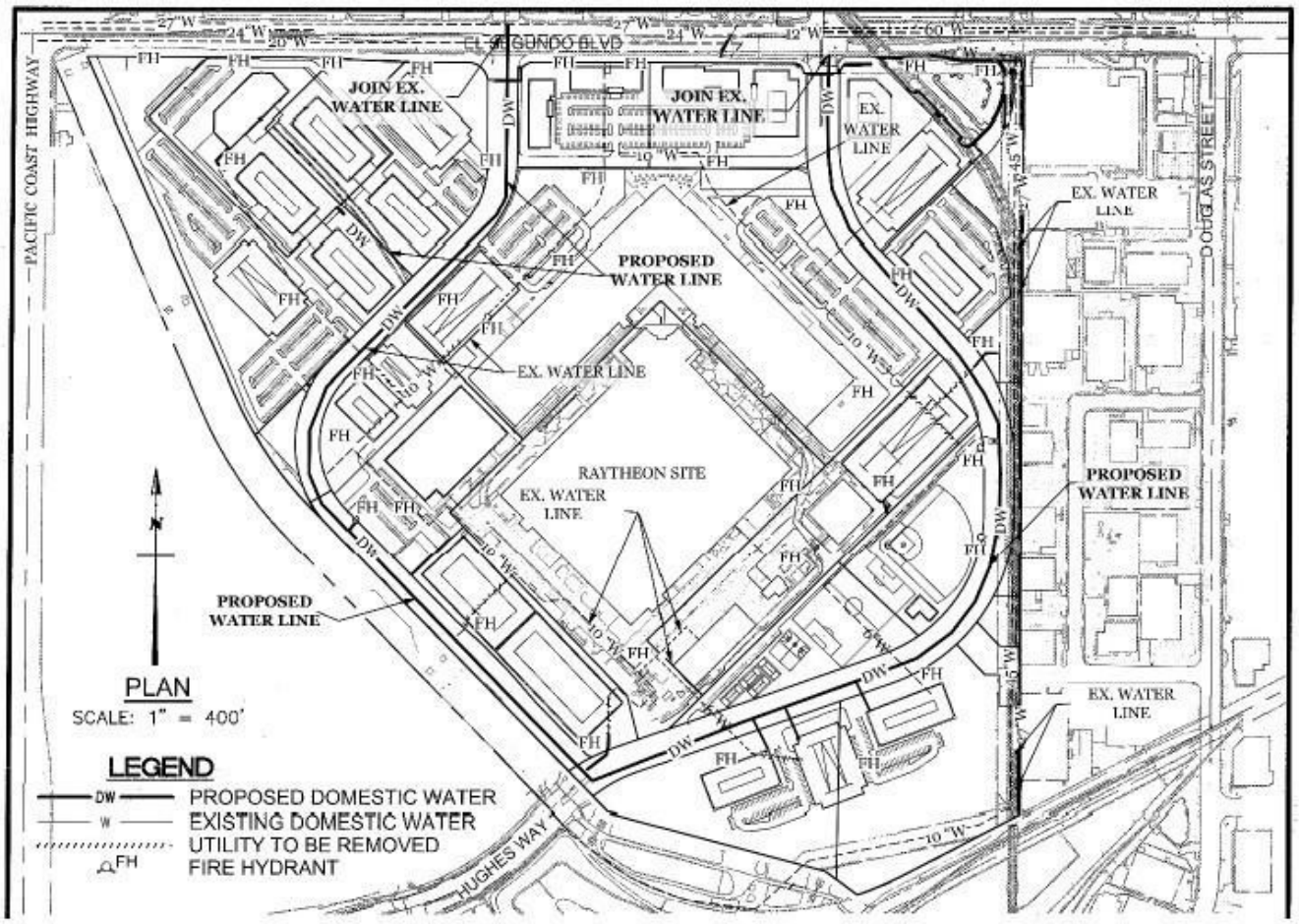


EXHIBIT 8
CONCEPTUAL WATER PLAN
Source: Psomas
Revised per CC Resolution No. 5291

B. RECLAIMED WATER

EXISTING CONDITION

Reclaimed water utility service is provided by the West Basin Municipal Water District from a treatment plant just west of the Campus and is already being used for landscaping the Campus. A current point of connection to the reclaimed water system for irrigation of landscaping along El Segundo Boulevard is along El Segundo Boulevard at Continental Boulevard. Connection is made with a 6-inch service lateral to an existing 42-inch diameter West Basin reclaimed water main line.

A sewer study was prepared by Psomas for the Specific Plan, dated September 2012. Please refer to the full study for technical details on potential reclaimed water usage.

PROPOSED CONDITION

The existing and future reclaimed water service must be provided through a future public main line or a private line with private easement serving each lot. Location of lines in public streets is the preferred condition; where a public main line serving multiple lots is not within a public street, an easement will be granted to the City for access and maintenance. Points of connection will be based on West Basin Municipal Water District's and the City of El Segundo's input and may include connections to an existing 8-inch reclaimed water service in Hughes Way and/or to an existing 42-inch reclaimed water line in El Segundo Boulevard. New service points of connection will need to be provided to the new parcels within the Campus. A Conceptual Reclaimed Water Utility Plan has been developed for the Specific Plan area (refer to Exhibit 9, *Reclaimed Water Plan*).

C. SEWER SERVICE

EXISTING CONDITION

Sewer utility service is provided by the City of El Segundo and County Sanitation District of Los Angeles County and is currently available within the Campus. The Raytheon Campus presently includes an 18-inch sewer line which connects to an existing 21-inch trunk sewer near the southeast corner of the site. This trunk sewer continues northeasterly to Douglas Street, turns southerly along Douglas Street to Alaska Avenue, runs easterly in Alaska Avenue to Hawaii Street and runs southeasterly in Hawaii Street to Aviation Boulevard where it increases to a 24-inch trunk, runs southerly for a short distance and then connects to the Los Angeles County Sanitation District trunk in Aviation. From research of existing sewer plans, there are no connections to this trunk sewer through this entire alignment as smaller, parallel lines collect all the sewage from the parcels along this alignment. An existing 10-inch and 15-inch sewer line is also present in El Segundo Boulevard generally east of Nash Street.

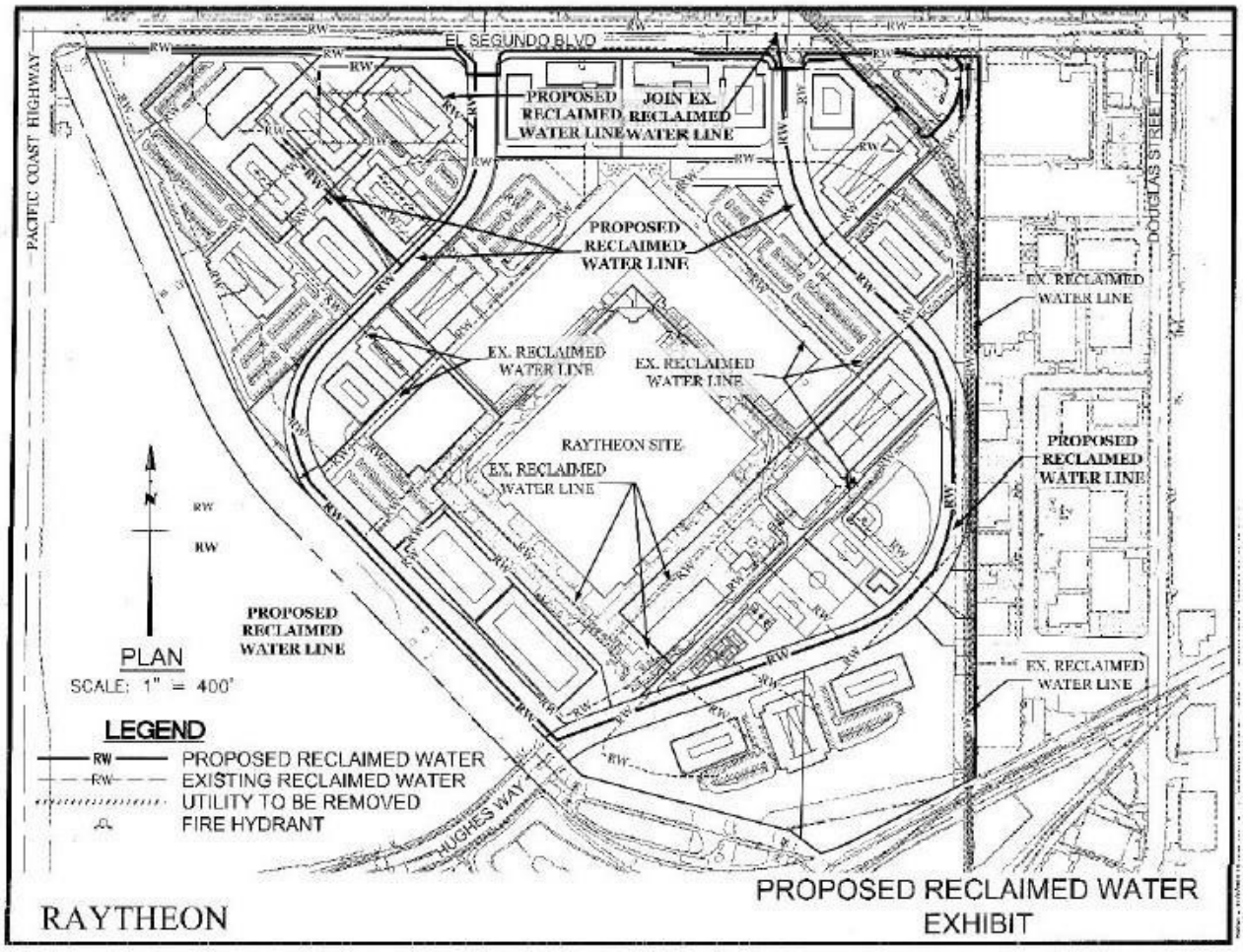


EXHIBIT 9
CONCEPTUAL RECLAIMED WATER PLAN
Source: Psomas
Revised per CC Resolution No. 5291

PROPOSED CONDITION

The existing and future sewer service must be provided through a future public sewer line or a private line with private easement serving each lot. Location of lines in public streets is the preferred condition; where a public main line serving multiple lots is not within a public street, an easement must be granted to the City for access and maintenance. Points of connection will be based on the City's approval and may include connections to an existing 21-inch sewer located at the southeast corner of the site and/or the existing sewer in El Segundo Boulevard. To serve the new Project, approximately 8,000 linear feet of new public sewer is anticipated to be constructed within the Project boundary. A conceptual sewer plan has been developed for the Specific Plan area (refer to Exhibit 10, *Sewer Plan)*.

D. DRAINAGE

EXISTING CONDITION

A drainage study was prepared by Psomas for the Specific Plan, dated September 2012. Please refer to the full study for technical details.

The area drains in a northwest to southeast direction. Current points of connection to the City's public drainage system exist at multiple locations along the eastern and southern Raytheon property lines. The City's public drainage system consists of variable diameter (96 to 108 inches) reinforced concrete pipe (RCP) storm drain. The public main lines discharge into an existing City of El Segundo retention and infiltration basin just south of the Raytheon site. Existing storm water quality currently goes untreated on-site. However, downstream of the Project site runoff drains to the City of El Segundo retention and infiltration basin where it is captured and infiltrated.

Federal Emergency Management Agency (FEMA) map #06037C1770F shows this Project site is located within Zone X, which is described to be an area determined to be outside of the 0.2% annual chance floodplain. There are no Special Flood Hazards on-site.

PROPOSED CONDITION

Relatively minor off-site flows from El Segundo Boulevard and the property to the south will continue unobstructed to combine with on-site flows. The Project area will continue to drain in its existing northwest to southeast direction. Reconfiguration of site roadways and the replacement of existing buildings and surface parking lots with new buildings and parking lots/structures will result in changes to drainage patterns and amounts of impervious surfaces. However, proposed drainage sub-areas will closely match existing sub-areas in area, and potential increases in surface runoff will be mitigated by Project design features. The average imperviousness of the site is expected to decrease from 79.5% to 70.0%.

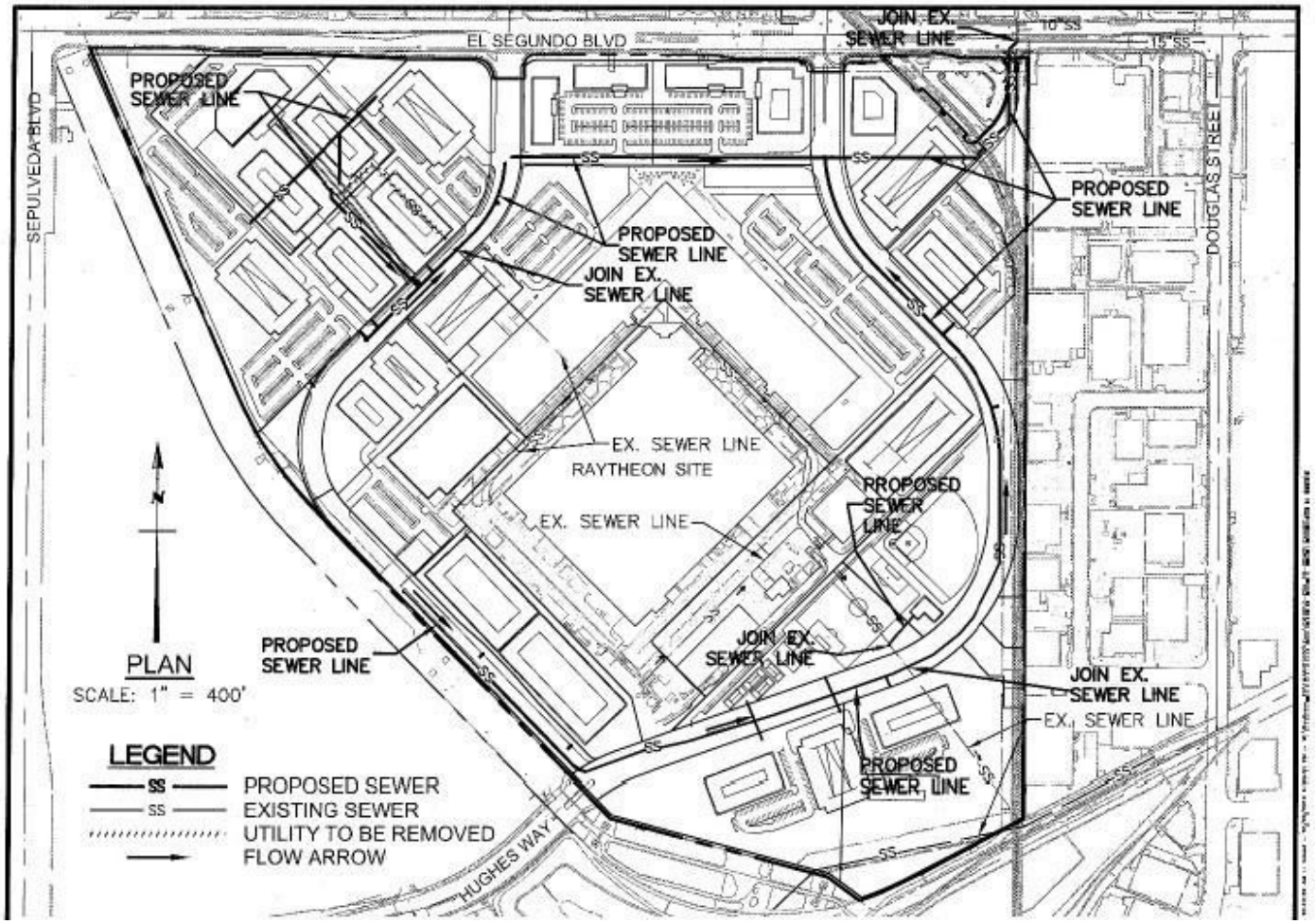


EXHIBIT 10
CONCEPTUAL SEWER PLAN
Source: Psomas
Revised per CC Resolution No. 5291

As each phase of the proposed Project is implemented, flows into the existing public storm drain system will not increase. If the proposed Project results in a change in drainage pattern, an increase in impervious area, or higher rates of flow, storm water detention will be part of the design to avoid negative downstream impacts. Sub-drainage areas will continue to flow to the City of El Segundo storm drain along the eastern and southern edge of the Project boundary.

The total proposed tributary area to be studied is less than 1% larger than the existing tributary area since portions of the Project area that formerly drained off-site will be redirected and managed on-site. There will be no net increase in discharge of storm water from the site. The total proposed tributary area is approximately 134.4 acres.

New storm drains will be required to serve the site redesign. To serve the proposed Project, approximately 7,000 linear feet of new on-site storm drain lines are expected be constructed within the Project boundary. The maximum pipe diameter is not expected to exceed 54 inches. On-site detention is not expected to be required (refer to Exhibit 11, *Drainage Plan)*.

Storm Water Quality

Existing storm water quality currently goes untreated on-site. The project site discharges into an existing City of El Segundo retention and infiltration basin just south of the Raytheon site. No runoff leaves the City of El Segundo retention and infiltration basin. However, the project site lies

within the Dominguez Channel watershed. The Dominguez Channel ultimately empties into the consolidated slip of the Los Angeles Harbor.

To the maximum extent practical, storm water quality treatment will be provided with infiltration. The treatment methods are expected to include infiltration wells, infiltration basins, high - efficiency planter boxes, and surface planting areas. Drainage must comply with all applicable laws and regulations, including without limitation, the City's National Pollution Discharge Elimination System (NPDES) Permit.

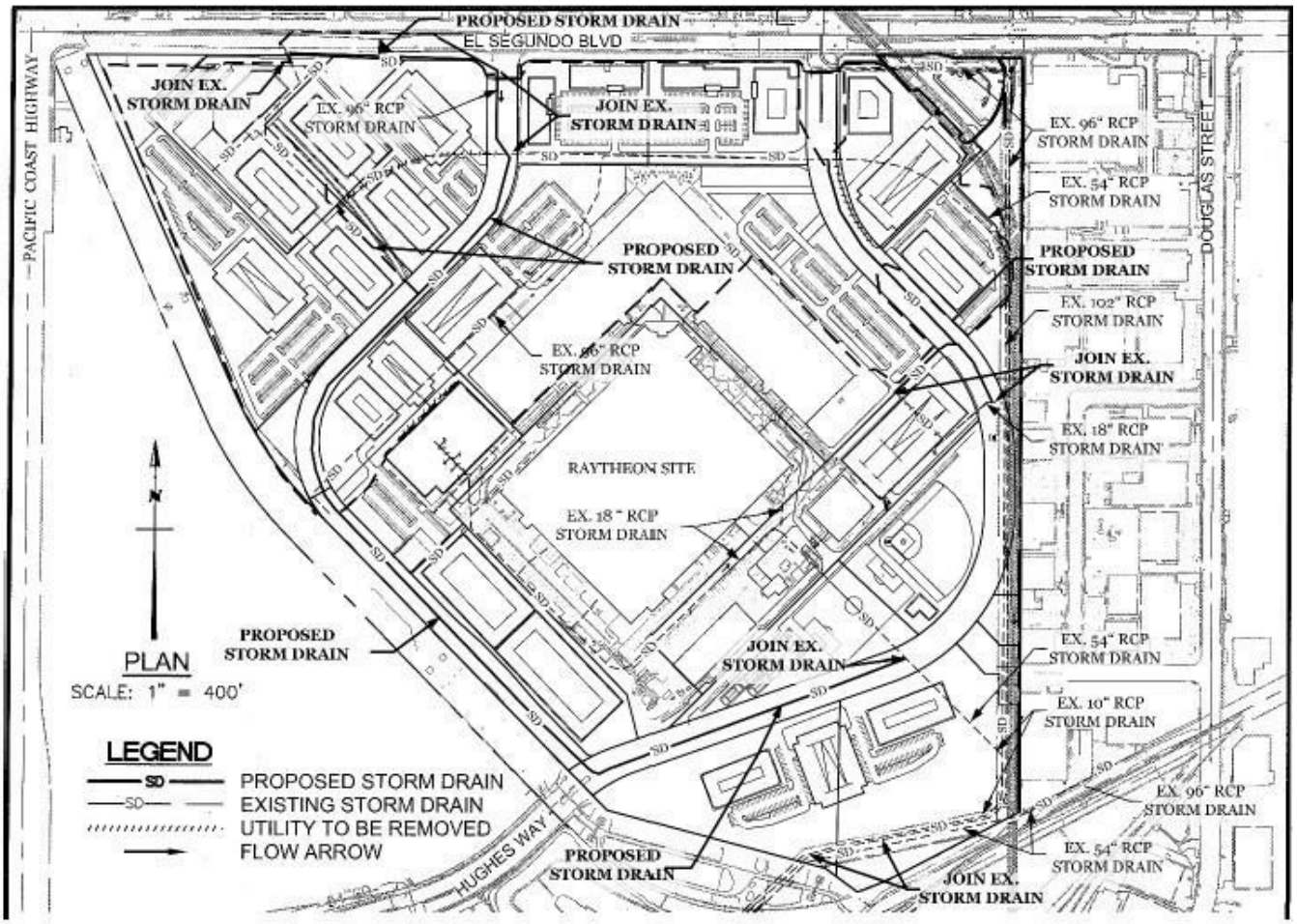
E. GAS

EXISTING CONDITION

Natural gas service is provided by Southern California Gas Company and is currently available within the Campus.

PROPOSED CONDITION

The existing and future natural gas service must be provided through a future public main line or a private line with private easement serving each lot.



Note: Storm Drain may be private or public. If public there will be an easement to the City.

EXHIBIT 11
CONCEPTUAL DRAINAGE PLAN
Source: Psomas
Revised per CC Resolution No. 5291

Location of lines in public streets is the preferred condition; where a public main line serving multiple lots is not within a public street, an easement will be granted for access and maintenance. Points of connection will be based on Southern California Gas Company's approval and may include connections to existing 12-inch and 20-inch high pressure gas lines within El Segundo Boulevard and/or an existing 4-inch service line along the easterly property line. A conceptual plan has been developed for the Specific Plan area (refer to Exhibit12, *Electric, Gas and Telecommunication*).

F. ELECTRIC

EXISTING CONDITION

Electric power is provided by Southern California Edison to the Campus through underground utilities.

PROPOSED CONDITION

Location of lines in public streets is the preferred condition; where a public main line serving multiple lots is not within a public street right-of-way, an easement will be granted for access and maintenance. Points of connection will be based on Edison's approval. A future substation location, reserved by an easement adequate in size for the placement of a SCE substation, is identified on Parcel 5 (refer to Vesting Tentative Map No.71551). A conceptual plan has been developed for the Specific Plan area (refer to Exhibit 12, *Electric, Gas and Telecommunication*).

G. TELECOMMUNICATIONS UTILITIES

EXISTING CONDITION

Cable and telecommunication service is provided by a variety of companies and is currently available within the Campus. These companies include AT&T, Level 3, MCI (Verizon), Quest, Time Warner, and XO Communications.

PROPOSED CONDITION

Location of lines in public streets or their rights-of-way is the preferred condition; where a public line serving multiple lots is not within a public street or its right-of-way, an easement will be granted for access and maintenance. Points of connection will be based on the requirements of local providers. A conceptual plan has been developed for the Specific Plan area (refer to Exhibit 12, *Electric, Gas and Telecommunication*).

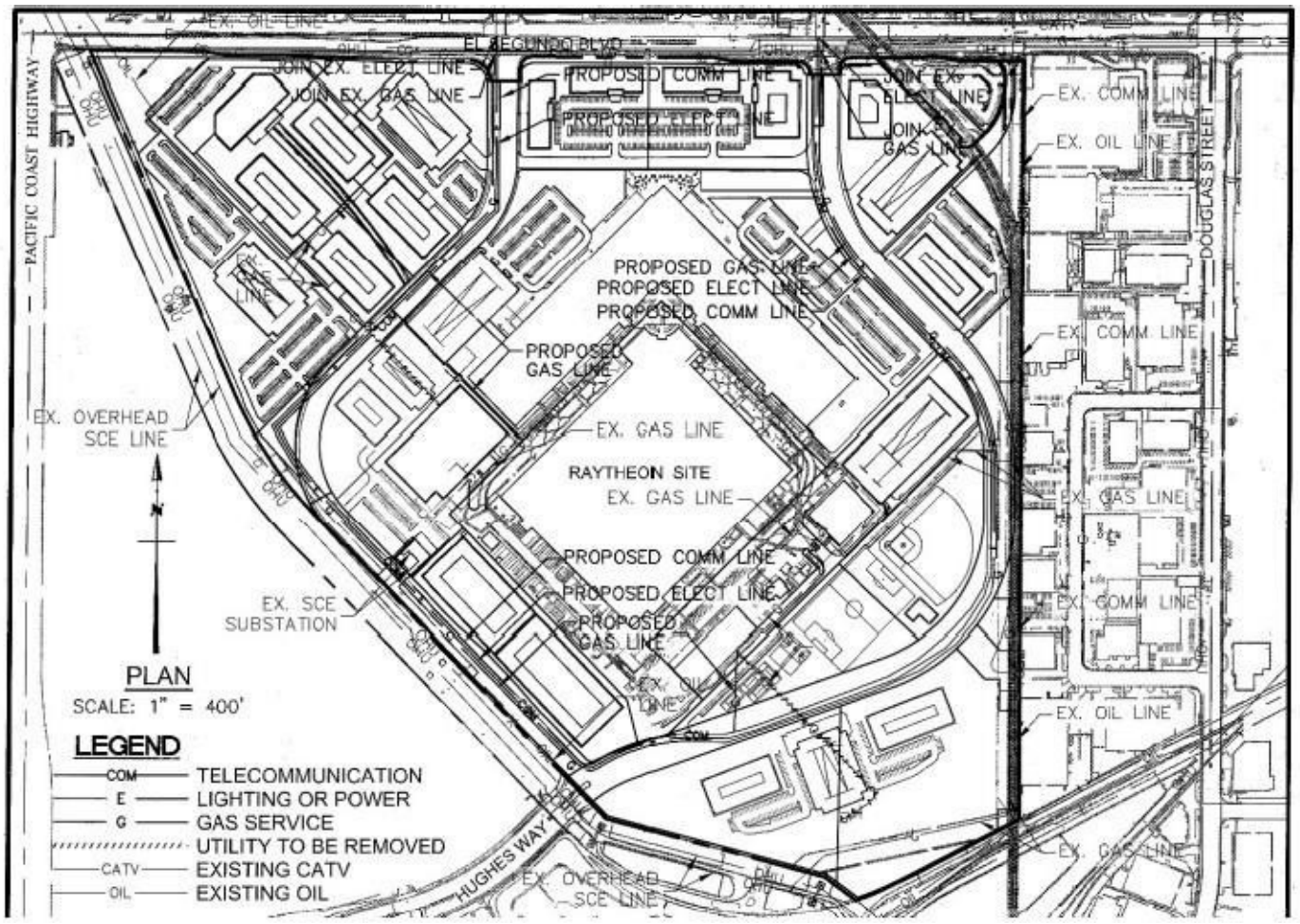


EXHIBIT 12
ELECTRIC, GAS AND TELECOMMUNICATION CONCEPTUAL PLAN
Source: Psomas
Revised per CC Resolution No. 5291

H. SOLID WASTE DISPOSAL

EXISTING CONDITION

Solid waste disposal is provided to commercial and industrial users by a variety of private haulers.

FUTURE CONDITION

Development within the Campus would contract with a provider. Landfill capacity is adequate for assumed population and commercial growth within Los Angeles County. Solid waste facilities within the Specific Plan area will comply with all ESMC requirements pertaining to building, fire, zoning codes (e.g., adequate trash enclosures and screening).

I. FIRE PROTECTION

EXISTING CONDITION

The Campus is less than one mile from Fire Station 2, located at Mariposa Avenue and Douglas Street. The provision of water for fire suppression is provided by on-site building sprinklers and fire hydrants and from off-site fire hydrants located on El Segundo Boulevard.

FUTURE CONDITION

Future development will include new public fire hydrants within the future public street connecting Hughes Way and Nash Street. Buildings will be sprinklered as required by the ESMC. Development will be required to pay fire impact fees to off-set the additional demand for municipal fire protection services as a result of the new development.

J. POLICE SERVICES

EXISTING CONDITION

Police services are provided by the El Segundo Police Department which is located at 348 Main Street.

FUTURE CONDITION

Development will be required to pay police impact fees to off -set the additional demand for municipal police services as a result of the new development.

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V. DESIGN GUIDELINES

These design guidelines are intended as "guidelines" instead of "development regulations," Consequently, strict compliance is not required. To promote the quality of design planned for this Project, the design guidelines given in this document establish criteria that enhance the coordination, organization, function and identity of the site, while maintaining a compatible relationship with the surrounding development of the El Segundo South Campus.

A. DESIGN OBJECTIVES AND INTENT

Design Guidelines for the South Campus Specific Plan will promote and reinforce the City's commitment to high quality development. The objectives of these guidelines are to:

- Provide for high-quality, large scale commercial/industrial development within a cohesive campus setting.
- Promote orderly and predictable development.
- Encourage individual creativity and innovative solutions by allowing flexibility in how a particular guideline is met as long as the intent of the guideline is achieved.
- Ensure functional pedestrian, bicycle and motor vehicle circulation within the Project and convenient pedestrian and bicycle linkages to and from adjacent residential, commercial, industrial, and school areas.

1. Site Planning

a. The arrangement of new buildings, parking and circulation areas should recognize the particular characteristics of the site and should create an identity as a cohesive campus.

b. Site development should utilize variations on building orientation and landscaping adjacent to the public streets so that a monolithic "wall" of building faces is not created.

c. The design and location of accessory buildings (e.g., security kiosks, maintenance buildings, trash and recycling enclosures, and outdoor mechanical equipment enclosures) should be incorporated into and be compatible with the overall design of the Project and the main buildings on the site.

d. Appropriate linkages between internal Project components and buildings, as well as between the Project and the surrounding development should be incorporated, including pedestrian walkways, and plaza areas.



e. Buildings should be arranged to create opportunities for open space amenities (e.g., plazas, courtyards, outdoor eating areas, public art, etc.).

2. Access and Parking

a. The use of common (shared) access points and driveways is encouraged; placement of vehicle access points close to building entries should be avoided to minimize pedestrian and vehicular conflicts.

b. Entry driveway areas should be clearly marked by special features, (e.g., enhanced paving, prominent landscape features, low-height decorative walls, and well-designed monument-type signs).

c. Access to each building should be clearly visible to pedestrians and motorists through the use of signage, color, and/or design elements.

d. Parking lots adjacent to and visible from public streets should be appropriately screened to minimize undesirable visual impacts.

e. Parking lots should not be a dominant visual element on the site from El Segundo Boulevard or the Nash Street extension.

f. Surface parking areas should be enhanced and visually broken up through the use of appropriate trees and landscape improvements.

g. Surface parking areas should be divided into smaller multiple lots and provided with canopy trees spaced appropriately throughout the parking area to reduce the effects of heat gain.

h. Parking lot design is encouraged to include water quality storm water facilities consistent with City standards and a Water Quality Management Plan prepared for each phase.

3. Architecture/Orientation/Massing

a. The massing, scale and architectural style should consider compatibility with the surrounding character and existing buildings to reflect a cohesive campus character.

b. The orientation of the newly constructed buildings should facilitate and encourage pedestrian activity and convey a visual link to the Project's internal road system.

c. The mass and scale of new buildings should be compatible with the existing and adjacent structures and with each other. This can be accomplished by transitioning from the height of adjacent buildings to the tallest elements of the new building, stepping back the upper portions of taller buildings, and incorporating human scale elements, such as pedestrian scaled doors, windows, and building materials on the ground floor.

d. Buildings should be divided into distinct massing elements and should be articulated with architectural elements and details. Changes in height, horizontal plane, materials, patterns and colors should be used to reduce building scale and mass.

e. Primary building entries should be easily identified through the use of prominent architectural elements, signage, landscaping, decorative hardscape, lighting, canopies, roof form, architectural projections, columns, vertical and/or horizontal elements, and other design features that help emphasize a building's entry.

f. Building elevations, whether front, side, or rear, that are visible from public rights-of-way should be architecturally detailed to incorporate quality materials and architectural features that reflect the theme of surrounding structures and facades. Buildings facing El Segundo Boulevard should include enhanced and articulated facades. Building entrances should be readily identifiable. The use of recesses, projections, columns, and other design elements to articulate entrances is encouraged.

g. Facades should be 'divided' by vertical and horizontal variations in wall planes, building projections, door and window bays, and similar elements. Building articulation should be present on the side and rear walls of the building.

h. Roofs should be designed as an integral component of building form, mass, and facade. Building form should be enhanced by varying and offset roof planes, eave heights, and rooflines.

i. Green roofs and rooftop gardens are allowed to add landscaping, decrease the heat island effect of large expanses of flat roofs, retain and filter storm water run-off, and to reduce energy demand for heating and cooling buildings. Green roofs are encouraged, but not required.

j. The exterior surfaces of buildings for the ground floor must be protected with anti-graffiti coating where appropriate.

4. Color and Materials

a. Colors and materials should be consistent and complementary throughout the Project area.

b. Exterior materials and architectural details should complement each other and should be stylistically consistent.

c. Building materials must be durable and resistant to damage, defacing, and general wear and tear. Acceptable building materials may include concrete, stone masonry, metal, stucco, glass and/or other contemporary composites.

d. Building materials that support sustainability through the use of environmentally sound building materials and local resources (e.g., locally available, contain high recycled -content, are reused, come from renewable sources, and that contain low volatile organic compound (VOC) levels) is highly encouraged.

5. Screening and Mechanical Equipment

a. All screening devices must be compatible with the architecture, materials and colors of the building.

b. Loading docks, bays and parking spaces, delivery service areas, outdoor storage areas, stand-alone mechanical equipment facilities, should be located and designed to minimize their visibility, circulation conflicts and adverse noise impacts. These facilities must be oriented so that they do not face any public or private rights-of-way. Sound attenuation walls must be used where appropriate to reduce noise where required by code or the Project's environmental analysis.

c. Utility and mechanical equipment must be screened from view of public streets and nearby buildings on all sides with landscaping and/or architectural elements.

d. Rooftop mounted equipment visible from the surrounding area, adjacent buildings, and any public or private rights-of-way must be screened from public view and equipment should be painted to match the roof color when equipment is visible.

e. Trash and recycling receptacles areas must be completely screened from public view from public and private rights-of-way with a combination of solid walls, wood, and landscaping.

f. Ground mounted enclosures must be protected with anti-graffiti coating.



Trash enclosures with architectural screening elements

6. Parking Structures

a. Parking garages should be designed to help reduce the mass and scale of the garage and to ensure their compatibility with surrounding uses.

b. Parking garages should be designed to conceal the view of vehicles in the garage through a combination of screen walls and plantings while providing adequate visibility for security purposes.

c. The exterior elevations of parking structures should be designed to avoid a monotonous, monolithic appearance. This can be accomplished through a menu of options as follows:

- Minimize horizontal and vertical banding by balancing both horizontal and vertical elements.
- Design 'green screens' to provide visual relief.
- Use simple, clean geometric forms, and coordinated massing.
- Size openings in the parking garage to resemble large windows as in an office building.
- Use masonry materials that are predominantly light in color, but avoid unpainted concrete. Use of accent materials is encouraged.
- Avoid a sloping ramp appearance by providing level and uniform spandrels.

- Visually define and differentiate between pedestrian and vehicular entrances through appropriate architectural detailing.

d. Stairs and elevators should be located adjacent to a street on the exterior of the structure where lobbies can be exposed to outside view. Safe pedestrian street crossings should be taken into consideration.

e. The use of security cameras is encouraged and may be required by the Police Department as part of site plan approval.

f. Lighting levels should be equally distributed to provide uniform illumination over all parking areas. Photometric analysis will be required as part of site plan/architectural review.

g. Light sources should be shielded so that the source of the illumination is not seen from outside the structure.

h. The ground floor level of any parking structure must be protected with anti-graffiti coating.

7. Landscaping

A Landscape Master Plan for the Campus must be provided to the City at or before first site plan review submittal to provide for a unified concept for the Campus.

Streetscape concepts are provided for the three hierarchies of streets within the project, including the El Segundo Boulevard frontage, Hughes/Nash Street Extension, and Continental (see Exhibits 13-15, *Streetscape Concepts)*. The Master Landscape Concept Plan must be consistent with these concepts and their associated plant palettes.

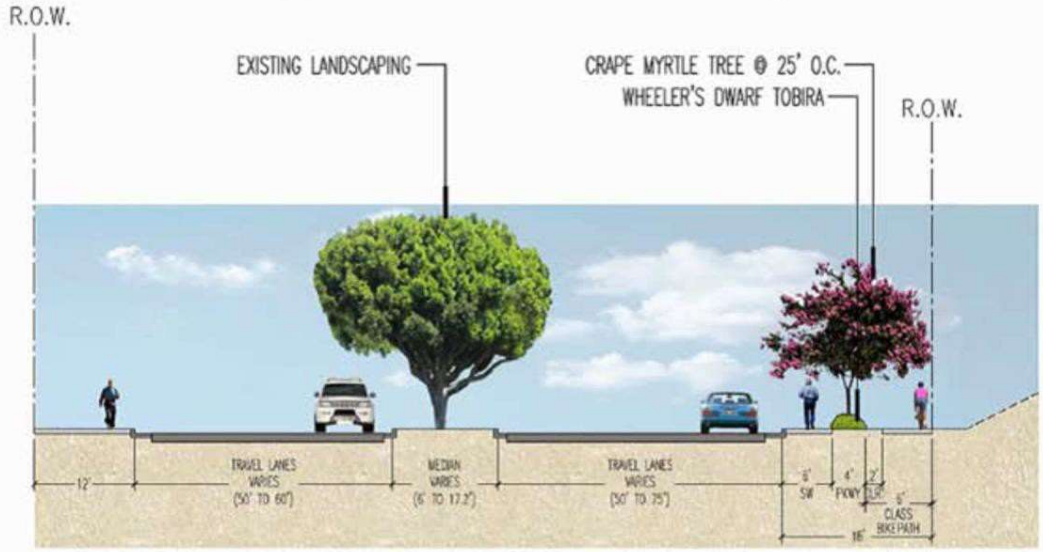
General

a. Entries into the project should include a consistent entry feature for the Campus as a whole. Entries should be provided in the following locations:

- Hughes Way at El Segundo Boulevard
- Hughes Way/Nash Street at the southern Campus boundary

b. Consistent tree species must be planted at Project entries, consistent with Exhibit 16, *Corner Entry Concept*.

EL SEGUNDO BOULEVARD



PARKWAY TREE

LAGERSTROEMIA INDICA CRAPE MYRTLE

SHRUBS

PITTOSPORUM TOBIRA 'WHEELER'S DWARF' WHEELER'S DWARF TOBIRA

DESCRIPTION

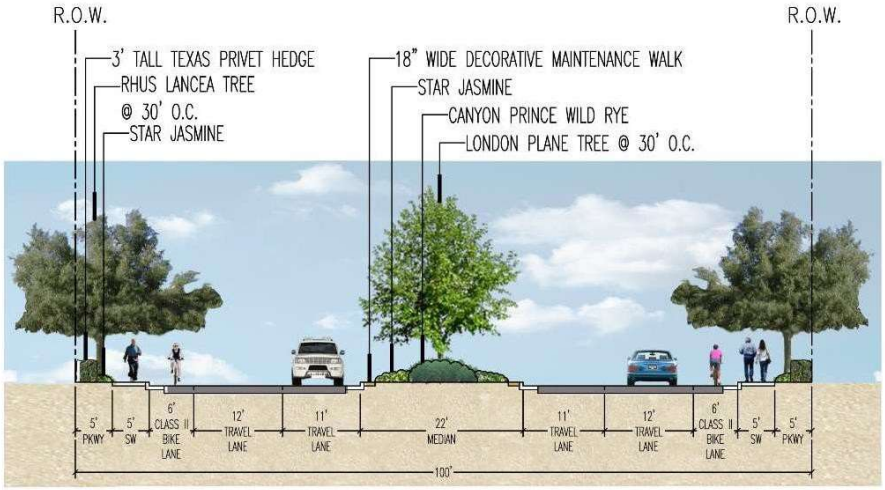
EL SEGUNDO BOULEVARD WILL HAVE A NEW CLASS I BIKE TRAIL ALONG THE STREET FRONTAGE. DUE TO THE EXISTING POWER LINES, THE PARKWAY WILL BE PLANTED WITH CRAPE MYRTLES BECAUSE OF IT'S SMALL SCALE AND FLOWERING CHARACTERISTICS. WHEELER'S DWARF TOBIRA WILL BE USED IN THE PARKWAY, SO THAT IT CAN BE EASILY MAINTAINED AWAY FROM THE BIKE PATH CLEAR ZONE.


CRAPE MYRTLE


WHEELER'S DWARF TOBIRA

EXHIBIT 13
EL SEGUNDO BOULEVARD STREETSCAPE CONCEPT

SECONDARY ARTERIAL STREET
HUGHES WAY/NASH STREET EXTENSION



MEDIAN TREE
PLATANUS ACERIFOLIA — LONDON PLANE TREE

PARKWAY TREE
RHUS LANCEA — AFRICAN SUMAC

SHRUBS
LEYMUS CONDENSATUS 'CANYON PRINCE' — CANYON PRINCE WILD RYE
LIGUSTRUM JAPONICUM 'TEXANUM' — TEXAS PRIVET

GROUNDCOVER
TRACHELOSPERMUM JASMINOIDES — STAR JASMINE

DESCRIPTION
THE SECONDARY ARTERIAL STREET (NASH/HUGHES) WILL BE PLANTED WITH LONDON PLANE TREES IN THE MEDIANS TO MATCH THE EXISTING LONDON PLANE TREES FOUND ON SOUTH HUGHES WAY. THIS WILL CREATE A CONTINUOUS AND CONSISTENT LANDSCAPE CHARACTER FOR THE STREET CORRIDOR. THE PARKWAYS WILL BE PLANTED WITH RHUS LANCEA TREES TO PROVIDE SHADE FOR THE STREETSCAPE. A HEDGE OF TEXAS PRIVET SHRUBS WILL BE USED IN THE PARKWAYS TO PROVIDE SCREENING OF THE ADJACENT USES AND CANYON PRINCE WILD RYE WILL BE USED IN THE MEDIANS UNDER THE LONDON PLANE TREES.


LONDON PLANE TREE


RHUS LANCEA

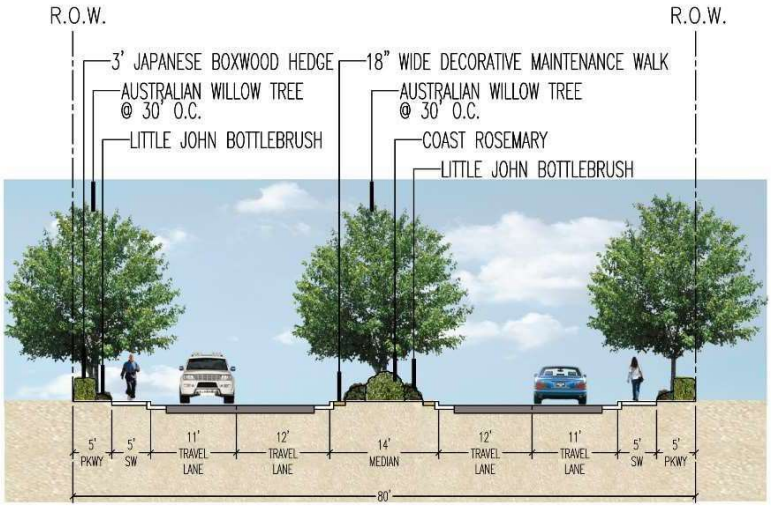

CANYON PRINCE WILD RYE


TEXAS PRIVET


STAR JASMINE

EXHIBIT 14
HUGHES/NASH EXTENSION STREETSCAPE CONCEPT

COLLECTOR STREET
CONTINENTAL BOULEVARD



PARKWAY AND MEDIAN TREES

GEIJERA PARVIFLORA	AUSTRALIAN WILLOW

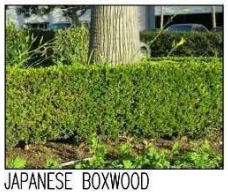
SHRUBS

BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD
CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN BOTTLEBRUSH
WESTRINGIA FRUTICOSA 'MORNING LIGHT'	COAST ROSEMARY

DESCRIPTION

THE COLLECTOR STREET WILL BE PLANTED WITH AUSTRALIAN WILLOW TREES IN BOTH THE PARKWAYS AND MEDIANS TO PROVIDE SHADE AND INTERESTING TEXTURE TO THE STREETSCAPE. A HEDGE OF JAPANESE BOXWOOD SHRUBS WILL BE USED IN THE PARKWAYS TO PROVIDE SCREENING OF THE ADJACENT USES. LITTLE JOHN BOTTLEBRUSH WILL BE USED IN THE PARKWAYS AND MEDIANS TO PROVIDE FLOWERING COLOR TO THE STREETSCAPE AND COAST ROSEMARY WILL BE USED IN THE MEDIANS TO PROVIDE SHRUBS OF VARYING HEIGHTS.

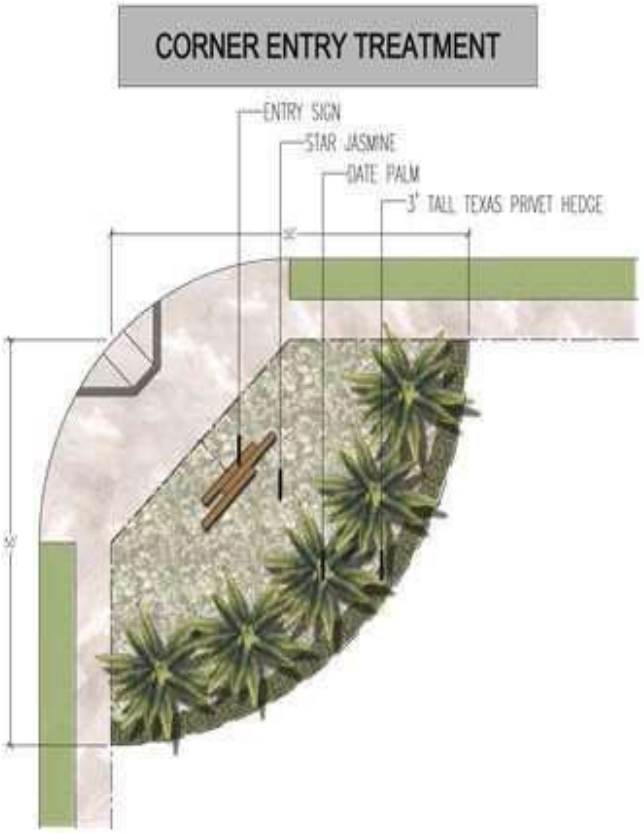

AUSTRALIAN WILLOW


JAPANESE BOXWOOD


LITTLE JOHN BOTTLEBRUSH


COAST ROSEMARY

EXHIBIT 15
CONTINENTAL STREETSCAPE CONCEPT



TREE

PHOENIX CANARIENSIS — DATE PALM

SHRUBS

LIGUSTRUM JAPONICUM 'TEXANUM' — TEXAS PRIVET

GROUNDCOVER

TRACHELOSPERMUM JASMINOIDES — STAR JASMINE

DESCRIPTION

THE CORNER ENTRY AREA WILL BE DEFINED BY A 50' RADIUS AS MEASURED FROM INTERSECTION OF EXTENDING THE R.O.W. LINES. THE CORNERS WILL FEATURE DATE PALMS TO CREATE A BOLD AND VISUALLY INTERESTING ENTRY STATEMENT. A TEXAS PRIVET HEDGE WILL PROVIDE AN EVERGREEN BACKDROP AND STAR JASMINE WILL PROVIDE FLOWERS TO THE ENTRY AREA.


DATE PALM


TEXAS PRIVET


STAR JASMINE





EXHIBIT 16
CORNER ENTRY CONCEPT

c. All areas not covered by buildings, walkways, driveways, parking spaces, and service areas must be landscaped (with drought tolerant plantings and sustainable hardscapes in accordance with the City's water conservation requirements).

d. Landscaping should enhance the quality of the Project by framing and softening the appearance of buildings, defining site functions, screening undesirable views and buffering incompatible uses.

e. Landscaping at the perimeter of buildings is encouraged to soften the transition between building and parking lot. Parking lot landscaping must be distributed evenly to provide for consistent design and shading.

f. Landscaped areas should generally incorporate a combination of planting materials utilizing a three tiered system consisting of: 1) trees, 2) shrubs or vines, 3) groundcover/ornamental grasses. Landscaping should be in scale with the adjacent buildings and be of appropriate size at maturity.



g. Placement of landscaping should not interfere with the lighting of the Project area or restrict access to utilities.

h. Landscaping should be utilized to define edges, buffer adjacent properties, screen parking areas and storage areas.

i. Street trees should be spaced appropriately (in adequately sized and landscaped parkway strips or in tree-wells within wider sidewalks or plazas) to emphasize and reinforce the spatial definition between the building, pedestrian environment and the street.

j. In order to reduce the heat-island effect, space parking lot trees to achieve shading at ratios required by the development regulations of this Specific Plan. Trees must adequately shade parking lots and provide sufficient area for water quality requirements.

k. Textured paving materials should be used in pedestrian areas such as pedestrian courtyards and plaza areas for safety and to provide visual interest.

l. Paving materials should include pervious hardscape materials to facilitate water treatment and reduce runoff.



On-site storm water capture system

m. Bio-retention areas can be used to detain/percolate run-off in planted swales, raised open-bottomed planters, etc.

n. Site furnishings including, but not limi ted to, fixed and moveable seating, trash and recycling receptacles, bike r acks, and pedestrian scaled lighting should be of durable and sustainable materials.

o. Design and selection of site furniture should include considerations for the security, safety, comfort and convenience of the user.

p. A unified site furniture "look" is encouraged. The color and appearance of site furniture products should be selected to complement other design elements.

8. Walls and Fences



a. Wall and fence design should complement the Project's architecture. Landscaping may be used to soften the appearance of the wall surface.

b. Wall and fencing materials must be made of a durable material. Wall and fencing materials may consist of wrought iron, tubular steel, stone, stucco, or brick. Solid walls should incorporate pilasters with decorative caps and offsets, consistent with the overall architecture.

c. Landscaping should be used to soften the appearance of the wall surfaces and deter graffiti.

d. Security fencing must be of high quality design. Razor wire is not permitted. Chain link fencing is not permitted in any areas that are visible from any public or private rights-of-way.

e. Walls and fences must be protected with anti-graffiti coating.

9. Lighting Design

a. The type and location of parking area and building lighting must prevent direct glare on to adjacent properties.

b. Pedestrian scale lighting should be present at all entries, plazas, courtyards, parking lots, pedestrian ways, and other areas where nighttime pedestrian activity is expected.

c. Lighting design of fixtures and their structural support should be architecturally compatible with the architecture of the Project.

d. When appropriate, wall-mounted lighting may be incorporated. Wall-mounted lights should be compatible with the building's architectural style.

10. Signage

a. A Master Sign Program must be prepared for the South Campus Specific Plan at or before the first site plan review submittal. Unless specifically modified by this Specific Plan, all signage must comply with ESMC requirements.

b. Billboards, pole signs, and signs incorporating flashing or blinking lights are not permitted within this Specific Plan area.

c. The character of the signage, including the location, size, height, design and lighting must be in keeping with the architectural character and monument style of the overall Project.

d. Signs should make a positive contribution to the desired character of the Project and overall streetscape and provide for clear identification and wayfinding.

e. Vehicle, bicycle and pedestrian circulation throughout the Project site, to parking and various destinations should be enhanced through a comprehensive system of directional signage and related wayfinding elements.

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VI. DEVELOPMENT STANDARDS

The following standards are intended to supplement the existing General Plan and ESMC. Where this Specific Plan is inconsistent with the ESMC, the Specific Plan prevails. Where this Specific Plan does not specifically regulate, development must comply with the standards and requirements set forth in the ESMC.

A. PERMITTED USES

Uses within the Specific Plan area are governed by the following Table, by district: Wireless facilities are permitted subject to the requirements of ESMC Chapter 15-19.

Table IV-1
Allowable Uses

Use	CMU	O/I MU	REC/OS
Alternative fuel stations	P	P	--
Cafes	P	P	--
Data Centers	C	P	--
Financial institutions	P	P	--
General Offices, including medical and dental	P	P	--
General storage and warehousing	--	P	--
General storage and warehousing (Raytheon Company only)	P	P	
Health Clubs	P	P	--
High and medium bay labs	--	P	--
High and medium bay labs (Raytheon Company only)	P	P	
Light Industrial uses	--	P	--
Light Industrial uses (Raytheon Company only)	P	P	
Movie and Entertainment Facilities	P	P	--
Multimedia Related Offices	P	P	--
Postproduction Facilities	P	P	--
Public facilities, including, but not limited to, fire and police facilities, post offices, and libraries.	P	P	--
Public Utilities	P	P	P
Recreation Facilities (public and private)	P	P	P
Research and Development, including scientific research and experimental development laboratories	P	P	--
Restaurants, full service	P	P	--
Restaurants, fast food	P	P	--
Retail uses (excluding off site sale alcohol sales)	P	P	--

Table IV-1 [continued]
Allowable Uses

Use	CMU	O/I MU	REC/OS
Special Effects Studios	P	P	--
Studio/sound stage(s) and other support facilities	P	P	--
Trade and vocational schools for adults	P	P	--
Any use customarily incidental to a permitted use, including the storage of hazardous materials associated with any allowable use.	A	A	A
Drive-through or walk-up services related to financial operations.	A	A	--
The on-site sale and consumption of alcohol at restaurants and cafes.	AUP	AUP	--
The off-site sale of alcohol at retail establishments.	AUP	AUP	--
Drive-through restaurants	C	C	C
Helicopter landing facilities subject to the provisions of El Segundo Municipal Code §15-2-13.	C	C	C
Hotels (provided that the existing deed restriction is removed)	C	C	C
Outdoor dining, exempting outdoor dining at restaurants where outdoor dining comprises 20% or less of the total dining area of the restaurant, but not exceeding two hundred (200) square feet of floor area.	C	C	C
Laser/optical targets	A/AUP	A/AUP	--
Parking structures and surface parking lots	A[1]	P/A	P/A
Radar towers	A/AUP	A/AUP	A/AUP
Video arcades, defined as any business with three or more video or arcade machines.	C	C	C
All uses that are not permitted, conditionally permitted, or determined to be similar uses as specified above.	--	--	--
All uses that are involved with the storage of waste materials as the primary business	--	--	--
Freight Forwarding	--	--	--
Gasoline and Diesel Service Stations	--	--	--
Mini-storage	--	--	--
Residential Uses	--	--	--

AUP Administrative Use Permit
A Permitted Accessory Use
C Conditional Use
P Permitted Use
-- Not Permitted

Note: Pursuant to the ESMC, uses of a similar nature which are unlisted in Table IV-1 may be considered by the Director of Planning and Building Safety, subject to appeal to the Planning Commission.

1 Surface Parking Lots is a permitted (P) use within Phase 1 CMU District subject to ESSCSP Section VI. Development Standards: D. Parking and Loading

B. DEVELOPMENT STANDARDS

1. Lot Area

a. The minimum building lot area is 10,000 gross square feet.

2. Height

a. Buildings and structures within the Campus cannot exceed 200 feet in height, measured from finished grade. Exceptions to building height are permitted in accordance with ESMC §15-2-3.

b. Structures cannot interfere with the operation of the MTA Green Line.

3. Setbacks

a. Buildings and structures within the Campus must be setback a minimum of twenty-five feet (25') from the adjoining public rights-of-way of El Segundo Boulevard, the future extension of Nash Street, and the future extension of Continental Boulevard, except for lots with frontage on the portion of El Segundo Boulevard located east of the future extension of Continental Boulevard and west of the future extension of Nash Street. For lots with frontage on the portion of El Segundo Boulevard located east of the future extension of Continental Boulevard and west of the future extension of Nash Street, buildings and structures must be setback a minimum of fifteen feet (15') from the adjoining public right-of-way of El Segundo Boulevard.

b. Building and structure setbacks within the interior of the Specific Plan must be a minimum of fifteen feet (15') from each lot line. For lots with frontage on the portion of El Segundo Boulevard located east of the future extension of Continental Boulevard and west of the future extension of Nash Street, buildings and structures must be setback a minimum of five feet (5'). Actual required setbacks may vary depending on Building Code requirements that relate to type and height of the structure.

c. Permitted intrusions into setbacks are identified in ESMC §15-2-7. The Class 1 bicycle path located adjacent to El Segundo Boulevard may also be located within required setback areas as long as a minimum distance of 5 feet is maintained from any building.

4. Lot Frontage

a. A minimum of 100 feet of frontage must be provided for all lots whether on a dedicated public street or a private street. Parcels exclusively devoted to right-of-way purposes are excluded from minimum lot frontage requirements.

5. Floor Area

a. The South Campus Specific Plan is currently developed with 1,802,513 net square feet of development. Development in the Campus is limited to an additional 1,916,376 net square feet of floor area, as specified herein, for a total pre-dedication of public right-of-way net FAR of 0.60 distributed over the entire Campus area and not required as a maximum FAR on any individual lot as permitted in Section B.6 below. The maximum amount of developed floor area within the Specific Plan must not exceed 3,718,889 net square feet as permitted by this Specific Plan.

b. For purposes of this Specific Plan, application of a floor area ratio results in net building square footage. Gross floor area is the sum of the net floor area plus an additional twelve percent (12%) of net floor area for all proposed new construction.

c. Net floor area consists of the area of all floors or levels included within the exterior surrounding walls of a building or structure. The total space devoted to high or medium bay labs may be multiplied by a factor of 0.5 to determine the net floor area. Space devoted to the following is not included when determining the total net floor area within a building or structure:

1. Elevator shafts;
2. Stairwells;
3. Courts or atriums uncovered and open to the sky;
4. Rooms exclusively holding building operating equipment;
5. Parking spaces at or above grade and access thereto;
6. Structures devoted exclusively for parking;
7. Restrooms in common areas of nonresidential buildings.

d. Gross floor area consists of the area included within the surrounding exterior walls of a building or portion thereof, exclusive of garages, vent shafts, and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls is the usable area under the horizontal projection of the roof or floor above. For new construction, after the date of adoption of this plan, gross floor area is defined as specified in section VI.B.5.b. above.

6. Floor Area Ratio and Transfer of Development Rights

a. FAR may be transferred from any parcel within the boundaries of the Campus (the "Donor Site") to any other parcel within the boundaries of the Campus, whether contiguous or non-contiguous, within the Specific Plan area (the "Receiver Site") upon the written consent of the owners of both the Donor Site and Receiver Site. Any FAR transferred from a Donor Site is deducted from that parcel's base FAR. The overall FAR for the entire Campus cannot exceed a net 0.60 as computed in accordance with the above, based on pre-dedication of public right-of-way, but any individual parcel may exceed such FAR. Transfer of FAR may be accomplished by submitting a letter from the applicant to the Director of Planning and Building Safety before the City issues building permits for the Receiver Site which would utilize the transferred FAR. The Director will maintain records of such transfers and the current density allocations, if any, of all of the properties within the Specific Plan area. In addition, the owner of Donor Site must record a covenant acceptable to the Director and the City Attorney memorializing such transfer of FAR. No approval from the City is required for such transfer.

b. Regardless of any transfer of FAR, no building can exceed the applicable development standards set forth in this Specific Plan.

7. Walls and Fences

a. All walls and fences must comply with ESMC §15-2-4.

8. Accessory Structures

a. Radar towers, dishes, laser/optical targets, and other similar structures are permitted as accessory structures only subject to approval of an Administrative Use Permit.

C. CIRCULATION

1. Transportation Demand Management (TDM) Plan, that identifies trip reduction methods in accordance with the guidelines set forth in ESMC Chapter 15-16 and Chapter 15-17, must be prepared for development within the Campus. A TDM Plan must be submitted for City review concurrent with the first site plan application within the campus.

2. The maximum number of total daily trips, as well as A.M. and P.M. peak hour vehicle trips for new development within the Specific Plan area, as determined in accordance with the Trip Generation tables set forth in Appendix A, cannot exceed the table below, unless a subsequent traffic report is prepared and approved by the Director of Planning and Building Safety that identifies potential impacts and proposes feasible measures to mitigate previously unidentified new impacts. To ensure that peak traffic does not exceed these thresholds, a trip inventory analysis must be prepared, acceptable to the Director of Planning and Building Safety, to maintain a cumulative accounting of total square footage by land use as well as the cumulative number of A.M. and P.M. peak hour trips. The trip inventory must be updated and submitted upon the filing of each building permit request.

AM Peak Hour Trips		
In	Out	Total
2634	408	3042

PM Peak Hour Trips		
In	Out	Total
631	2489	3120

Total Daily Trips
26, 585

1. Public and private streets must be designed and constructed in accordance with the General Plan and in the overall right-of-way size identified in the General Plan.

   a. The connection of Hughes Way with Nash Street must be constructed to the standards of a secondary arterial street identified in the Circulation Element of the General Plan.

   b. The extension of Continental Boulevard to Hughes Way must be constructed to the standards of a commercial collector street identified in the Circulation Element of the General Plan.

c. The private street connecting Continental Boulevard and Nash Street must be constructed to the standards of a local commercial street identified in the Circulation Element of the General Plan.

D. PARKING AND LOADING

1. Parking and loading spaces must be provided in accordance with ESMC Chapter 15-15, except as provided below.

2. Within the O/I MU District or for office/industrial uses within the CMU District, parking lots or structures may serve multiple lots and buildings. Up to 100% of the required parking for an individual lot in the O/I MU District or for office/industrial uses within the CMU District, may be provided off-site subject to the following standards:

    a. Parking must be located within 300 feet of the lot it serves.

    b. Pedestrian pathways must be provided connecting parking lots or structures with the buildings they serve. Where off-site parking is across a project roadway, a crosswalk must be provided.

    c. Reciprocal parking and access easements or covenants must be recorded before the City issues a building permit and must be shown or noted on the applicable site plans.

    d. Parking lots and driveways may straddle lot lines subject to provisions in a reciprocal parking and access easement or covenant. Such documents must provide provisions for shared maintenance.

3. For retail and restaurant uses within the CMU District excluding the Phase 1 area, up to 20% of the required parking for an individual lot in may be provided off-site with approval by the Director of Planning and Building Safety, subject to the following performance standards:

    a. Parking must be located within 150 feet of the lot it serves.

    b. Pedestrian pathways must be provided connecting parking lots or structures with the buildings they serve. Where off-site parking is across a project roadway, a crosswalk must be provided.

    c. Other conditions may be applied by the Director as part of site plan approval.

    d. Requests for over 20% off-site parking require Planning Commission review and approval and may include such conditions as the Planning Commission may lawfully impose.

4. For retail and restaurant uses in Phase 1 within the CMU District, up to 100% of the required parking for an individual lot may be provided off-site, with approval by the Director of Community Development, subject to the following performance standards:

a. Off-site parking must be contained within the CMU District Phase 1 lots.
b. Parking must be adjacent to the lot it serves.
c. Pedestrian pathways must be provided connecting parking lots or structures with the buildings they serve. Where off-site parking is across a project roadway, a crosswalk must be provided.
d. Other conditions may be applied by the Director as part of site plan approval.

5. For retail and restaurant uses within the CMU District including Phase 1, parking lots may service multiple lots or buildings subject to the following standards:

   a. Reciprocal parking and access easements or covenants must be recorded before issuance of a building permit and or in conjunction with a final map as required by the Community Development Director and must be shown or noted on the applicable site plans.

   b. Parking lots and driveways may straddle lot lines subject to provisions in a reciprocal parking and access easement or covenant. Private access roads that connect parking lots with a right-of-way may encroach into a required landscape setbacks on interior property lines. Such documents must provide provisions for shared maintenance and landscaping.

6. The number of required parking spaces may be modified subject to the approval of a Transportation Systems Management Plan, as specified in the ESMC Chapter 15- 16 "Developer Transportation Demand Management."

7. The Director of Planning and Building Safety may modify the required number of parking spaces up to a maximum of 10% based on the submittal and approval of a parking demand study or shared parking analysis. Additionally, for any use for which the number of parking spaces is not listed in ESMC Chapter 15-15, the Director of Planning and Building Safety shall specify the required number of spaces based on a parking demand study.

8. The Planning Commission may modify the required number of parking spaces up to a maximum of 20% based on the submittal of a parking demand/shared parking study.

9. Notwithstanding items 7 and 8 above, the Director of Planning and Building Safety may also grant uses with significantly different peak hours of operation up to a 20% parking reduction, without approval of the Planning Commission. Any request for such shared parking must meet the following requirements:

   a. A parking study must be submitted by the applicant demonstrating that there will not be substantial conflict in the peak hours or parking demand for the uses for which the joint use is proposed.

   b. The number of parking stalls which may be credited against the requirements of the structures or uses involved cannot exceed the number of stalls reasonably anticipated to be available during differing hours of operation.

c. A written agreement must be executed by all parties concerned, to the satisfaction of the Director of Planning and Building Safety and the City Attorney assuring the continued availability of the number of stalls designed for joint use.

10. Preferential parking must be provided for carpools and vanpools.

11. Bicycle parking must comply with ESMC Chapters 15-15 and 15-16 and the South Bay Bicycle Plan.

12. The Raytheon Company recreation facility within the Specific Plan area is not required to provide parking beyond that already provided for daytime, weekday users.

E. LANDSCAPING

Landscaping is a critical criterion when evaluating development proposals in the Campus. This section will ensure that adequate landscaping area and permanent maintenance is provided for all new development. This mandate is also in accordance with the City's requirements to landscape commercial and industrial areas.

Landscaped areas must be provided and permanent irrigation systems installed in the landscaped areas at: 1) the Campus entry areas, 2) around the perimeter of the buildings in the setbacks, 3) within the required setbacks along the property perimeter and, 4) in the Vehicular Use Areas (VUAs) as defined in ESMC §15-1-6.

A Landscape Master Plan must be prepared for the Campus to ensure a unified appearance implementing the intent of the Design Guidelines and objectives of this Specific Plan. The Landscape Master Plan must be submitted to the City at or before the first site plan review submittal within the Campus.

ALL LANDSCAPING

1. Landscaping must conform to the City's Water Conservation in Landscaping requirements as set forth in ESMC Chapter 10-2.

CAMPUS ENTRIES

Campus entries must be provided at the following locations:

- Nash Street at El Segundo Boulevard
- Hughes Way/Nash Street at the southern campus boundary

Entry landscaping must be in substantial conformance with the entry concepts outlined in the Design Guidelines of this Specific Plan.

BUILDING PERIMETER LANDSCAPING

1. Except as otherwise allowed by this Plan, a minimum horizontal depth of five feet of landscape materials, excluding curbs, must be provided around each building. In instances where two buildings are separated by ten feet, the landscape requirement may be reduced to allow for pedestrian walkways/access.

PROPERTY PERIMETER LANDSCAPING

1. One shade tree must be provided for every 25 feet of street frontage.

2. The following encroachments are permitted into the landscaped setback areas:

    a. Parking may encroach into the landscaped setback up to a maximum of fifty percent of the required setback area, provided a minimum landscaped setback of five feet is maintained except as permitted in Specific Plan § VI.D.2.

b. "Architectural landscape features" including fountains, free-standing arbors/pergolas, and public art, may encroach into the landscaped setback area subject to site plan review, provided a minimum landscaped setback of five feet is maintained. The features may cover a maximum of twenty five percent of the total area of the setback, and be a maximum of twenty feet in height.

VEHICULAR USE AREAS

1. Vehicular Use Areas (VUA) include parking lots and loading areas. Landscaping in the VUAs must cover a minimum of five percent of the VUA and be distributed uniformly throughout the VUA. Such landscaping is in addition to the required property perimeter and building perimeter landscaping. The figure to the right represents a typical parking area within the Campus.



   a. A minimum of 5 foot landscape buffers must be provided at all parking lot edges to screen parking lots and provide shading.

   b. Planting areas containing trees must have a minimum width of 5 feet.

   c. Each parking space must be located within 30 feet of a tree. Trees are required to provide shade and parking lot/loading area screening.

F. PUBLIC SAFETY

In an effort to ensure the safety of employees and visitors to the Campus, the following strategies must be incorporated into site development:

1. Lighting must be adequate throughout the Campus and shielded to minimize off-site illumination. Submittal of photometric studies is required as part of any site plan review submittal which includes parking lots, and parking structures in the Specific Plan area.
2. The site design and operation must comply with fire and police safety regulations with regard to site layout, building configurations, landscape design, and infrastructure requirements.
3. Street lighting must be provided in accordance with ESMC requirements.

G. SIGNAGE

1. Signage within the Campus must conform to the signage regulations of the ESMC except as established and approved in a Master Sign Program for the Campus.

2. The following signs are not permitted within the Campus:

   - Billboards, as defined in the ESMC; and
   - Pole signs; and
   - Signs incorporating flashing or blinking lights.

3. A Master Sign Program for the entire Campus must be developed and submitted for review and approval by the Planning Commission before or concurrent with the first site plan review for a project within the Specific Plan. The Master Sign Program must include the following elements:

   - Campus Master signage (entryways, common sign design throughout Campus);
   - Sign standards developed for each of the three uses allowed: industrial, commercial and office;
   - Provisions for way finding and decorative elements such as banners;
   - General features that all signs in the Campus are required to comply with; and
   - Regulations for temporary signs (including construction signs).

H. SUSTAINABILITY

1. All new development must have buildings designed to be energy efficient, at least 15% above Title 24 requirements.

2. The Project areas must include Stormwater management practices that treat Stormwater runoff from 90% of the average rainfall on the site using structural and non-structural management measures.

3. Preferential parking must be provided for carpools and vanpools at the rate of not less than 10 percent of total employee parking.

4. Bicycle parking must comply with the ESMC.

5. Shower facilities must be provided for buildings of 25,000 square feet or greater.

6. Exterior lighting must be energy efficient and designed to minimize light pollution.

7. Low-emitting building materials must be utilized.

8. Roof structures must be designed to support future solar panels.

9. Reclaimed water must be utilized for all landscaped areas.

10. A Pedestrian Walkway for direct access to the Green Line Station from the project site that meets ADA minimum width requirements.

I. ENCLOSED USES

All uses must be conducted wholly within an enclosed building except for the following:

1. Electrical distribution stations, adequately screened from public rights-of-way and public view, as determined by the Director of Planning and Building Safety.

2. Outdoor restaurants and cafes incidental to the permitted use, provided they comply with the provisions of ESMC §15-2-16.

3. Recreational facilities customarily conducted in the open.

4. Radar towers, antennas, dishes, and laser/optical targets, provided they comply with the screening requirements of ESMC § 15-2-8.

VII. ADMINISTRATION

A. INTRODUCTION

Unless regulated by this Specific Plan, development will be administered and enforced by the City in accordance with the ESMC. This Specific Plan supersedes any conflicts with ESMC zoning regulations.

1. The Director of Planning and Building Safety may grant administrative use permits in accordance with ESMC Chapter 15-22.

2. The Director of Planning and Building Safety may make other administrative determinations using the same procedures set forth in ESMC Chapter 15-22.

3. The Director of Planning and Building Safety may grant adjustments and administrative adjustments in accordance with ESMC Chapter 15-24.

4. The Planning Commission may grant conditional use permits in accordance with ESMC Chapter 15-23.

B. MUNICIPAL CODE REFERENCES

All section references in the Specific Plan refer to the El Segundo Municipal Code (ESMC) as adopted at the time of building permit application submittal.

C. MODIFICATIONS

1. Major Modifications

The following modifications constitute a Major Modification and require an amendment to this Specific Plan:

a. Any decrease in the required building setbacks as set forth in Section VI.B.3 above;

b. Any increase in the total developable square footage of the entire Specific Plan in excess of the maximum allowable development intensity allowed under the Specific Plan;

c. Any increase in height of buildings or structures on the Property above 200 feet;

d. Any increase in the maximum number of A.M. and P.M. peak hour vehicle trips for the Specific Plan as specified in Section VI.C.2 above, unless a

subsequent traffic report has been prepared to the reasonable satisfaction of the Director that identifies potential impacts and proposes feasible mitigation measures to mitigate such impacts and otherwise complies with CEQA;

e. Any change in use to a use which is not permitted under the Specific Plan, except as approved by the Director in accordance with Chapter 15-22 of the ESMC;

f. Any change in the land use plan categories identified in Exhibit 5 of this plan.

g. Any decrease in the minimum required lot area;

h. Any decrease in the minimum required lot frontage;

i. Any material modification that requires modification to the EIR other than an Addendum; and

j. Any modification deemed by the Director of Planning and Building Safety as major and requiring amendment to this Specific Plan.

2. Minor Modifications

Any modification to this Specific Plan not listed above as a "major modification," including a use approved subject to an Administrative Use Permit, is a Minor Modification. The Developer may make Minor Modifications without amending this Specific Plan upon the administrative approval of the Director of Planning and Building Safety or designee, provided that such modifications are consistent with the Development and Design Standards, Applicable Rules, and Project Approvals. Such Minor Modifications may include:

- Modifications to the streetscape palette with the concurrence of the City's urban forester.

- Modifications to infrastructure sizing based upon final engineering plans approved by the City.

- Relocation of the Raytheon Recreation Facility to a parcel or parcels of the same size (7.54 acres) or larger and having similar access. Should this occur, a revised land use plan shall be provided updating the land use plan of this document (Exhibit 5).

- Modifications to the conceptual plan (Exhibit 6), Vesting Tentative Map (Exhibit 7) and Conceptual Utility Plans (Exhibits 8, 9, 10, 11 and 12) that do not exceed the new development vehicle trip cap, do not increase the

number of parcels and do not require subsequent CEQA environmental review may be deemed minor by the Director of Planning and Building Safety.

- Adjustments, Administrative Adjustments, Administrative Determinations subject to the requirements in Section VII.A, above.

D. SITE PLAN REVIEW

1. Overview

In order to develop a Project that is in conformance with the uses, density, approved FAR, Design Guidelines and trip generation of this Specific Plan, a Site Plan Review ("SPR") application shall be filed with the Department of Planning and Building Safety.

2. Application for Site Plan Review - Contents

The Site Plan Review Application must conform to the following. The number of copies required for submittal will be determined by City policy at time of submittal:

a. A "Development Status Tracking Table" must be submitted to the Director of Planning and Building Safety for review by the Planning and Building Safety Department as part of any site plan submittal within the Specific Plan area. This table must specify the development request for the site plan including the following information:

- Specific Plan parcel area(s) and the allocation of intensity by land use as defined in Section III herein;

- A revised Land Use table for the Specific Plan area by phase, showing updated land use distribution and intensity as modified by the site plan submittal; and

- Submittal of a traffic report analyzing the trip generation for the land use(s) and demonstrating that the maximum number of vehicle trips (trip ceiling) is not exceeded.

c. Plans and landscape plans for projects must be prepared by a registered architect and a licensed landscape architect respectively.

c. Site Plan. A fully dimensioned site plan, drawn to scale and showing:

1. Location of existing and proposed structures, including signs, showing dimensions from property line;

2. Location, size and species of existing trees or natural attributes;

3. Location of off-street parking. The number of parking spaces (specifying handicapped, compact and regular spaces), type of paving, direction of traffic flow, parking stall dimensions, and areas for turning and maneuvering vehicles;

4. Location and dimension of driveway approaches, off-street loading areas, street and highway dedications;

5. Refuse disposal and recycling;

6. Location, height, and material of existing and/or proposed fences and walls;

7. Means of screening all vents, pipes, antennas and machinery placed on roofs;

8. Location, height and specifications of all existing and/or proposed exterior lighting;

9. Location of all utility pipes, valves, vaults and similar appurtenances; and

10. Location of structures on abutting lots showing dimensions to property line.

d. Photometric Analysis for parking lots and parking structures.

e. Elevation Drawings. Elevation drawings dimensioned and fully illustrating all sides of the proposed structures. These drawings must include:

1. Location of signs and size, height, color, material and type of illumination of all signs. A Master Sign Plan must be submitted when the development includes two or more tenants;

2. Location, size and style of architectural features, such as awnings, doors, windows and other wall openings; and

3. All exterior materials and their colors.

f. Landscape Plan. A preliminary landscape plan showing the location and design of the following listed items:

1. Existing trees (by species and size) proposed to be retained, removed or relocated on the site;

2. Landscaped areas and the numbers, varieties and sizes of plant materials to be planted therein and all other landscape features;

3. Softscape, hardscape (walkways, paving, textured concrete) and lighting; and

4. All submittal material required by ESMC Chapter 10-2.

g. Colors and Materials. A materials and colors board showing all colors and materials, with color chips and textures keyed to the principal plan elements where those components are found.

h. Floor Plans.

i. Photo Board. Showing subject site, and all surrounding properties.

j. Rendering/Illustration. One set of color elevation drawings or a color rendering. The Director of Planning and Building Safety may require, at his/her discretion, a computer model where such is necessary to evaluate scale, massing and architectural treatment.

3. Site Plan Review - Procedure

a. The Director of Planning and Building Safety must review the application to ensure there is consistency with the Specific Plan within 30 days after the Director deems the application complete.

b. CEQA Review, if required, must be conducted in accordance with applicable law.

c. The Site Plan Review must be timely scheduled for public hearing before the Planning Commission, which date should not exceed 45 days after the completion of the public review period of the environmental documentation, or within 30 days from the date the application is deemed complete if no further environmental review is required. The Planning Commission must render its decision in writing, either approving, approving with conditions, or denying the Site Plan Review application, stating the reasons for such action. The decision of the Planning Commission is final unless appealed to the City Council.

d. Any aggrieved person may appeal the Planning Commission's decision to the City Council. Such appeal must be filed in writing with the Department of Planning and Building Safety within ten (10) days after the date of the written decision by the Planning Commission. Upon receipt of such an appeal and the payment of the appropriate filing fee, the matter must be

scheduled for consideration by the City Council no more than 45 days after the date of receipt of the appeal.

e. The Site Plan is valid for two years from the date of approval. If construction does not commence within such time, but the applicant has diligently pursued the Project plan review process, the Director of Planning and Building Safety may extend the Site Plan approval for up to two additional years.

f. After the Site Plan is approved, the Director of Planning and Building Safety may approve minor changes in the Site Plan or its conditions if the Director finds that there are practical reasons for such changes, that such changes do not substantially vary from the previously approved site plan and applicable law and that such changes do not involved deviations from the design's intent.

4. Site Plan Review Criteria

The purpose of the Site Plan Review procedure is to ensure that the development provides a cohesive visual identity and coordinated design character for the Specific Plan area of high quality. The overall coordinated design character must be expressed in the site planning, architecture, landscaping, lighting, and signage. The architectural design is to be compatible in character, massing and materials consistent with the conceptual plan depicted in this Plan.

In approving the Site Plan Review the Planning Commission, or City Council on appeal, must consider the following factors:

a. The dimensions, shape and orientation of the parcel;

b. The placement of buildings and structures on the parcel;

c. The height, setbacks, bulk and building materials;

d. The building materials and design;

e. The distance between buildings or structures;

f. The location, number and layout of off-street parking and loading spaces;

g. The internal vehicular patterns and pedestrian safety features;

h. The location, distribution, amount and type of landscaping materials and the sustainability of the landscaping material with the El Segundo climate in compliance with the applicable climate zone;

i. The placement, photometrics, height and direction of illumination of light standards;

j. The location, number, size and height of signs;

k. The location, height and materials of walls, fences or hedges;

l. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;

m. Compliance with all applicable development standards including, but not limited to, height, setbacks, FAR, trip generation, and off-street parking requirements; and,

n. Consistency with the Design Guidelines of this Specific Plan.

5. Approval Criteria

The Planning Commission, or City Council on appeal, may approve the Site Plan Review if it finds that the site plan, architecture and landscape design, with conditions if necessary are consistent with this Specific Plan.

6. Exempt Activities

The following is a list of activities which are exempt from the site plan review process. This list is not all-inclusive; the Director of Planning and Building Safety may exempt other activities not listed:

a. All interior changes and alterations

b. Demolition of Buildings E-20, E-21, E-23, or E-24

c. Exterior mechanical equipment (heating, air conditioning, water heater) designed with mechanical equipment screening compatible with the architecture of the building to which it is adjacent or affixed.

d. Minor exterior repairs costing less than $50,000 in 2015 dollars, indexed for inflation to the Consumer Price Index (CPI).

e. Reglazing, new mullions

f. Re-landscaping consistent with the landscape palette

g. Repainting

h. Reroofing with similar style roofing materials

E. AMENDMENT

In accordance with the Government Code §§ 65450-65457, Specific Plans must be prepared, adopted and amended in the same manner as General Plans except that Specific Plans may be adopted by resolution or by ordinance.

This Specific Plan may be amended as necessary by ordinance. Said amendment or amendments do not require a concurrent General Plan amendment unless the Director of Planning and Building Safety determines that the proposed amendment would substantially affect General Plan goals, policies, objectives or programs.

F. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

The El Segundo South Campus Specific Plan and related entitlements were approved in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines (Guidelines), and City policies adopted to implement the CEQA and the Guidelines.

An Environmental Impact Report was prepared and certified by the City Council which establishes the development thresholds shown in Table VII-1 below.

Table VII-1
California Environmental Quality Act Compliance

EIR Project	Net Floor Area
Existing Site Facilities	1,802,513 square feet
The Conceptual Site Plan and Application Materials evaluated within the EIR document.	1,930,000 square feet (including 13,624 square feet of demolition and replacement)

The CEQA clearance indicated above analyzes the effects of 1,930,000 net square feet of incremental development by the Project , 13,624 of which is anticipated to be replacement of existing facilities with allowed uses.

Any portion of the Project that is developed consistent with the Conceptual Site Plan evaluated for this Specific Plan is exempt from further CEQA analysis unless an event specified in Public Resources Code § 21166 occurs as to the Specific Plan.

APPENDIX A
El Segundo South Campus Specific Plan Trip Generation Rates, Credits, and Caps

The following two tables are to provide data for maintaining a trip inventory analysis for the build-out of the Specific Plan. A table maintaining a cumulative accounting of total square footage by land use as well as the cumulative number of A.M. and P.M. peak hour trips generated by new development within the Specific Plan area must be generated by the project applicant and verified by the City. The trip inventory must be updated and submitted upon the filing of site plan review application and verified before a building permit is issued.

The traffic-generating characteristics of most of the components of the Project are identified in the Institute of Transportation Engineers' (ITE) *Trip Generation*, 9th Edition.
With mixed-use projects there are many opportunities for interaction amongst the various uses. The interaction is likely to reduce the number of trips entering and leaving the site ("internal capture"). Additionally, many of the individual uses will attract vehicles already on the surrounding street network ("diverted/pass-by"). These are trips that are already on the roadway network and are diverted to the Project. Furthermore, since the Specific Plan is adjacent to the El Segundo Metro Green Line station, the following table takes into consideration credits for transit usage, as well as for "internal capture" and "diverted/pass-by."

Appendix A – Table 1
Project Trip Ceiling
for trips associated with new development
within the ESSCSP area.

AM Peak Hour Trips		
In	Out	Total
2634	408	3042

PM Peak Hour Trips		
In	Out	Total
631	2489	3120

Total Daily Trips
26, 585

Appendix A – Table 2
Summary of Trip Generation Rates and Trip Credits

RAYTHEON SOUTH CAMPUS SPECIFIC PLAN DRAFT TRAFFIC IMPACT ANALYSIS
SUMMARY OF TRIP GENERATION RATES AND TRIP CREDITS

Use	AM PEAK-HOUR FORMULA (per 1,000 gross square feet)	PM PEAK-HOUR FORMULA (per 1,000 gross square feet)	AVERAGE DAILY TRIPS FORMULA (per 1,000 gross square feet)
Retail	**T = 0.96 (A)**	**T = 3.71 (A)**	**T = 42.70 (A)**
Internal Capture	-	Less 1%	Less 2%
Diverted/Pass-By	-	Less 34%	-
General Light Industrial	**T = 0.92 (A)**	**T = 0.97 (A)**	**T = 6.97 (A)**
Internal Capture	-	Less 1%	Less 1%
Warehouse	**T = 0.30 (A)**	**T = 0.32 (A)**	**T = 3.56 (A)**
Internal Capture	-	Less 1%	Less 1%
Office	**T = 1.56 (A)**	**T = 1.49 (A)**	**T = 11.03 (A)**
Internal Capture	-	Less 1%	Less 1%
Transit Credit*	Less 5%	Less 5%	Less 5%
Other Possible Uses			
Health/Fitness Club	**T = 1.41 (A)**	**T = 3.53 (A)**	**T = 32.93 (A)**
Hotel	**T = 0.53 (R)**	**T = 0.60 (R)**	**T = 8.17 (R)**
Medical/Dental Office	**T = 2.39 (A)**	**T = 3.57 (A)**	**T = 36.13 (A)**
Supermarket	**T = 3.40 (A)**	**T = 9.48 (A)**	**T = 102.24 (A)**
Quality Restaurant	**T = 0.81 (A)**	**T = 7.49 (A)**	**T = 89.95 (A)**
High-Turnover (Sit-Down) Restaurant	**T = 10.81 (A)**	**T = 9.85 (A)**	**T = 127.15 (A)**
Fast-Food Restaurant without Drive-Through Window	**T = 43.87 (A)**	**T = 26.15 (A)**	**T = 716.00 (A)**
Coffee/Donut Shop without Drive-Through Window	**T = 108.38 (A)**	**T= 40.75 (A)**	**T = 818.58 (A)**

Notes

* Trip generation adjustment discount associated with proximity to transit service for similar sites based on recommendations published by Los Angeles County Metropolitan Transportation Authority (LAMTA) and ITE.

T: Trip ends

A: Building area in 1,00 sq. ft.

R: Rooms

APPENDIX B
EL SEGUNDO SOUTH CAMPUS SPECIFIC PLAN
LEGAL DESCRIPTION

THAT PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN CASE NO. 11629, SUPERIOR COURT OF SAID COUNTY ON JUNE 21, 1890, IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, A COPY OF SAID MAP APPEARING IN THE FILES OF THE COUNTY SURVEYOR OF SAID COUNTY AS CLERK'S FILED MAP NO. 218, BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SECTION 18; BOUNDED ON THE EAST BY THE WESTERLY LINE AND THE NORTHERLY PROLONGATION THEREOF OF TRACT NO. 26556, AS SHOWN ON MAP RECORDED IN BOOK 675 PAGES 93 TO 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; BOUNDED ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF THE 80 FOOT STRIP OF LAND DESCRIBED IN THE DEED TO PACIFIC ELECTRIC RAILWAY CO., RECORDED MAY 27, 1913 AS INSTRUMENT NO. 210 IN BOOK 5750 PAGE 43 OF DEEDS, RECORDS OF SAID COUNTY AND BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 6, 1930 AS INSTRUMENT NO. 535 IN BOOK 9840 PAGE 33, OFFICIAL RECORDS OF SAID COUNTY.

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, 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 OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH."

ASSESSOR'S PARCEL NOs. 4138-014-047 AND 4138-014-013

South Campus Development Tracking Table - Square Feet and FAR As of April 2023

Land Use	Building Area (Net Square Feet)	Building Area (Gross Square Feet)
South Campus Specific Plan Entitled Square Feet		
Office	1,565,000	1,752,800
Warehouse/Storage	82,000	91,840
Light Industrial	150,000	168,000
Commercial	133,000	148,960
Subtotal Entitled Additional Development	***1,930,000***	***2,161,600***
Existing Campus Uses•	**1,788,889**	**2,069,947**
Total Campus Entitled Square Feet	**3,718,889**	**4,231,547**
Phase I - New Development		
Office	40,450	42,119
Warehouse/Storage	-	-
Light Industrial	-	-
Commercial	19,259	19,918
Total Phase I Square Feet	**59,709**	**62,037**
Phase II - New Development		
Office	122,080	143,250
Warehouse/Storage	4,368	4,800
Light Industrial	-	-
Commercial	-	-
Total Phase II Square Feet	**126,448**	**148,050**
Phase III - New Development		
Office	-	-
Warehouse/Storage	-	-
Light Industrial	-	-
Commercial	-	-
Total Phase III Square Feet	**-**	**-**
Phase IV - New Development		
Office	-	-
Warehouse/Storage	5,237	5,865
Light Industrial	-	-
Commercial	-	-
Total Phase IV Square Feet	**5,237**	**5,865**
Remaining South Campus Specific Plan Entitled Square Feet		
Office	1,402,470	1,567,431
Warehouse/Storage	72,395	81,175
Light Industrial	150,000	168,000
Commercial	113,741	129,042
Subtotal Remaining Specific Plan Entitled Square Feet	***1,738,606***	***1,945,648***
Existing Campus Uses•	**1,788,889**	**2,069,947**
Total Campus Entitled Square Feet	**3,718,889**	**4,231,547**

South Campus Development Tracking Table - Square Feet and FAR As of April 2023 [continued]

South Campus Specific Plan FAR		
Total Entitled FAR	0.60	
Total FAR of Existing Development	0.29	
Total FAR of New Development	0.03	
Total FAR of Existing & New Development	0.32	

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.16

TITLE:

Acceptance of Public Street Dedication for Extension of Nash Street

RECOMMENDATION:

1. Accept the public right-of-way dedication for the Nash Street extension and authorize the City Manager or designee to execute the dedication acceptance document for recording.

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

FISCAL IMPACT:

None.

BACKGROUND:

In 2015, the City Council certified Final Environmental Impact Report ("EIR") EA-905 for the El Segundo South Campus Specific Plan (State Clearinghouse No. 2012101081) and approved El Segundo South Campus Specific Plan ("ESSCSP"), Development Agreement DA No. 11-02, and a subdivision were approved, establishing development standards for the campus site and dividing the ESSCSP area into 26 individual lots per Vesting Tentative Tract Map No. 71551.

The Ordinance effectuating the ESSCSP and corresponding development agreement was subsequently adopted on January 19, 2016, and the final map was recorded on November 27, 2019 (Instrument No. 20191313306). The Development Agreement between the City and Raytheon Company, specifying the standards and conditions that would govern the property's development and detailing the Applicant's and City's obligations, was recorded on December 13, 2016. The First Amendment to the Development Agreement, recorded on November 13, 2019, established four development phases for the ESSCSP area. Proposed developments include a new sports facility, the Charger's Training Facility, and the Nash Street Extension, which are included in Phase 2 of the four development phases of the ESSCSP.

On October 4, 2021, El Segundo Planning Commission adopted Resolution No. 2903, approving Vesting Tentative Tract Map No. 83507, which constitutes a multi-lot merger and subdivision of thirteen parcels on a property located at 2000 E. El Segundo Boulevard. Vesting Tentative Tract Map No. 83507 modifies Parcel Nos. 5 through 11 and 18 through 23 of the previously approved and recorded Tract Map No. 71551. Modifications to these lots facilitated finalization of the new Nash Street alignment and accommodated adjustments to parcels necessary to build the Charger's Training Facility. On June 7, 2022, the Final Tract Map No. 83507 was approved through the adoption of City Council Resolution No. 5335.

The application for the Charger's Training Facility and the Nash Street Extension was processed by the Community Development Department and Public Works Department and the construction of the Nash Street Extension was just completed.

DISCUSSION:

The Nash Street Extension is a 3,500' long extension of Nash Street from the intersection of E El Segundo Boulevard through parcels created by Final Tract Map No. 83507 and terminating at S. Hughes Way. It will provide access to the soon-to-be completed Charger's Training Facility, Raytheon's Campus, the Charger's Commons, and several vacant parcels for future commercial developments.

The construction of this extension is completed, and it is ready for City Council to accept this new roadway as a public street. City staff and the City Attorney's office prepared the attached certificate of acceptance for this roadway dedication. The staff respectfully recommends the City Council approve this acceptance. Upon City Council approval, all necessary signatures will be obtained, and the acceptance document will be recorded in the County Recorder's Office.

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

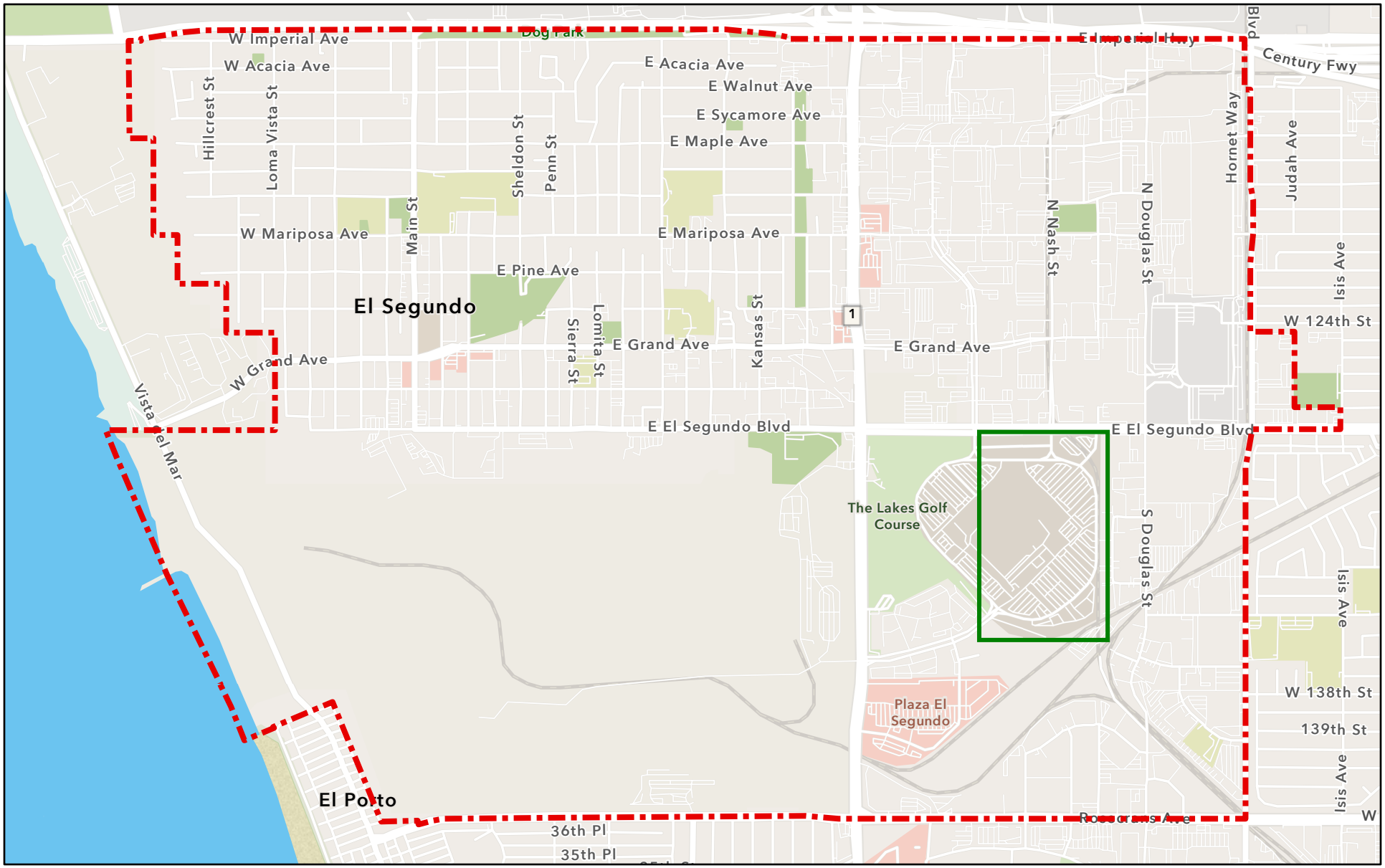
Objective 5A: El Segundo promotes economic growth and vitality for businesses and the community.

PREPARED BY:
James Rice, Associate Engineer
REVIEWED BY:
Elias Sassoon, Public Works Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Recorded Irrevocable Offer to Dedicate for Nash Street Extension
4. Certificate of Acceptance for Nash Street Extension Dedication

Vicinity Map - Acceptance of Dedication for Nash Street Extension



5/14/2024

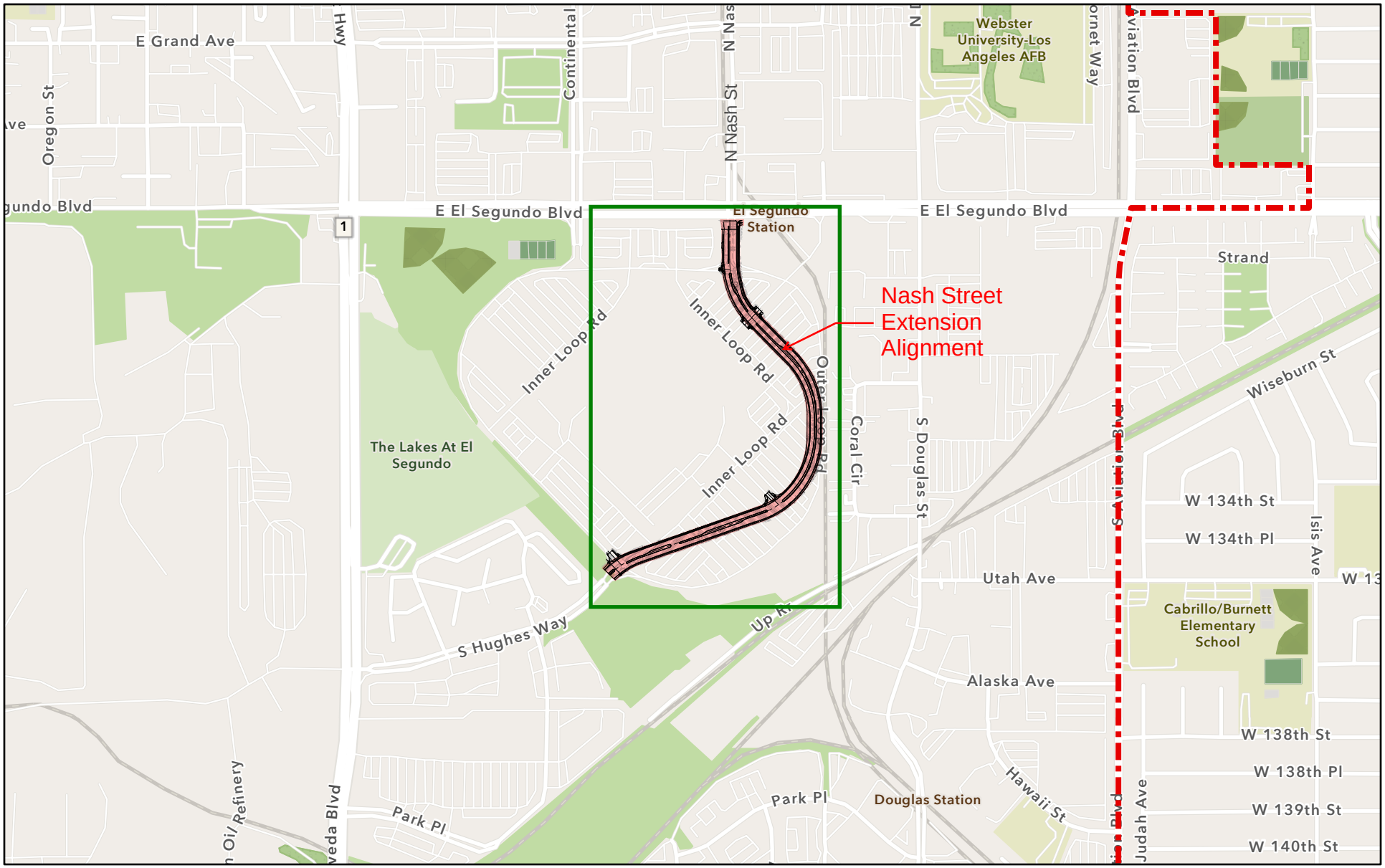
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0 0.3 0.6 1.2 km

City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Location Map - Acceptance of Dedication for Nash Street Extension



5/14/2024

1:13,523

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0 0.15 0.3 0.6 km

Esri Community Maps Contributors, County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

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20240190023

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/22/24 AT 12:56PM

Pages:
0009

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

202403220920011

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DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E678820

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" or "Grantee").

1. **Recitals.**

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 terms, conditions, covenants and obligations under the Development Agreement and

B. In 2015, the El Segundo City Council approved a series of entitlements pertaining to Grantor's Property, including, without limitation, a Vesting Tentative Map, the El Segundo South Campus Specific Plan, and Development Agreement No. 11-02. The entitlements required Grantor to construct the "Nash Street Extension" in accordance with City standards and to offer for dedication to the City the street and public improvements associated therewith.

C. Grantor is the owner of the property on which the Nash Street Extension was constructed in the City of El Segundo;

D. Grantor has constructed the Nash Street Extension and the City's Public Works Director has inspected the improvements and determined that they have been constructed in accordance with City standards, as required.

E. As required by conditions of approval of the above-referenced entitlements, and by Section 7.1.4 of Development Agreement 11-02, as amended, Grantor now desires to irrevocably offer to dedicate to Grantee, pursuant to Government Code section 7050, the Nash Street Extension, and the public improvements associated therewith, as a permanent easement for public street, drainage, and utility purposes, together with all uses necessary or convenient thereto.

2. **Irrevocable Offer to Dedicate.** Grantor hereby irrevocably offers to dedicate to City a permanent easement for public street, drainage, and utility purposes, together with all uses necessary and convenient thereto, on that certain portion of Grantor's Property described on Exhibit "A" and depicted on Exhibit "B" hereto (the "Offered Property"). Exhibits "A" and "B" are attached hereto and incorporated herein by this reference.

3. **Effect of Acceptance on Grantor's Duties**. Upon City's acceptance of this offer, Grantor will no longer be responsible for maintenance of the Nash Street Extension improvements including, without limitation, sidewalks, roadways, streetlights, and lighting fixtures. Moreover, City agrees to defend, indemnify and hold harmless Grantor from any and all claims arising from the City's operation, maintenance or design of the Nash Street Extension, except to the extent such claims arise from the willful misconduct or negligence of Grantor, its officers, employees, contractors, agents, or volunteers.

4. **Duration and Acceptance**. This offer shall run with the land and shall burden the Offered Property for the benefit of the City. This irrevocable offer of dedication is binding upon Grantor and its heirs, successors and assigns for a period of ten (10) years. Grantor authorizes City to record this Offer of Dedication in the Official Records of the County of Los Angeles. 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 5 th day of MARCH, 2024.

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

ACKNOWLEDGMENT

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 March 5, 2024 before me, Ester M. Fungladda, Notary Public
(insert name and title of the officer)

personally appeared Alex J. Rose,
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.

ESTER M. FUNGLADDA
Notary Public - California
Los Angeles County
Commission # 2411134
My Comm. Expires Aug 15, 2026

Signature Ester M. Fungladda (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPOSED DEDICATION

Lot 2 of Tract No. 83507 in the City of El Segundo, County of Los Angeles, State of California, as per map recorded in Map Book 1439, Pages 67 through 75, inclusive, of Maps, in the office of the County Recorder of said County

EXHIBIT B
DEPICTION OF PROPOSED DEDICATION

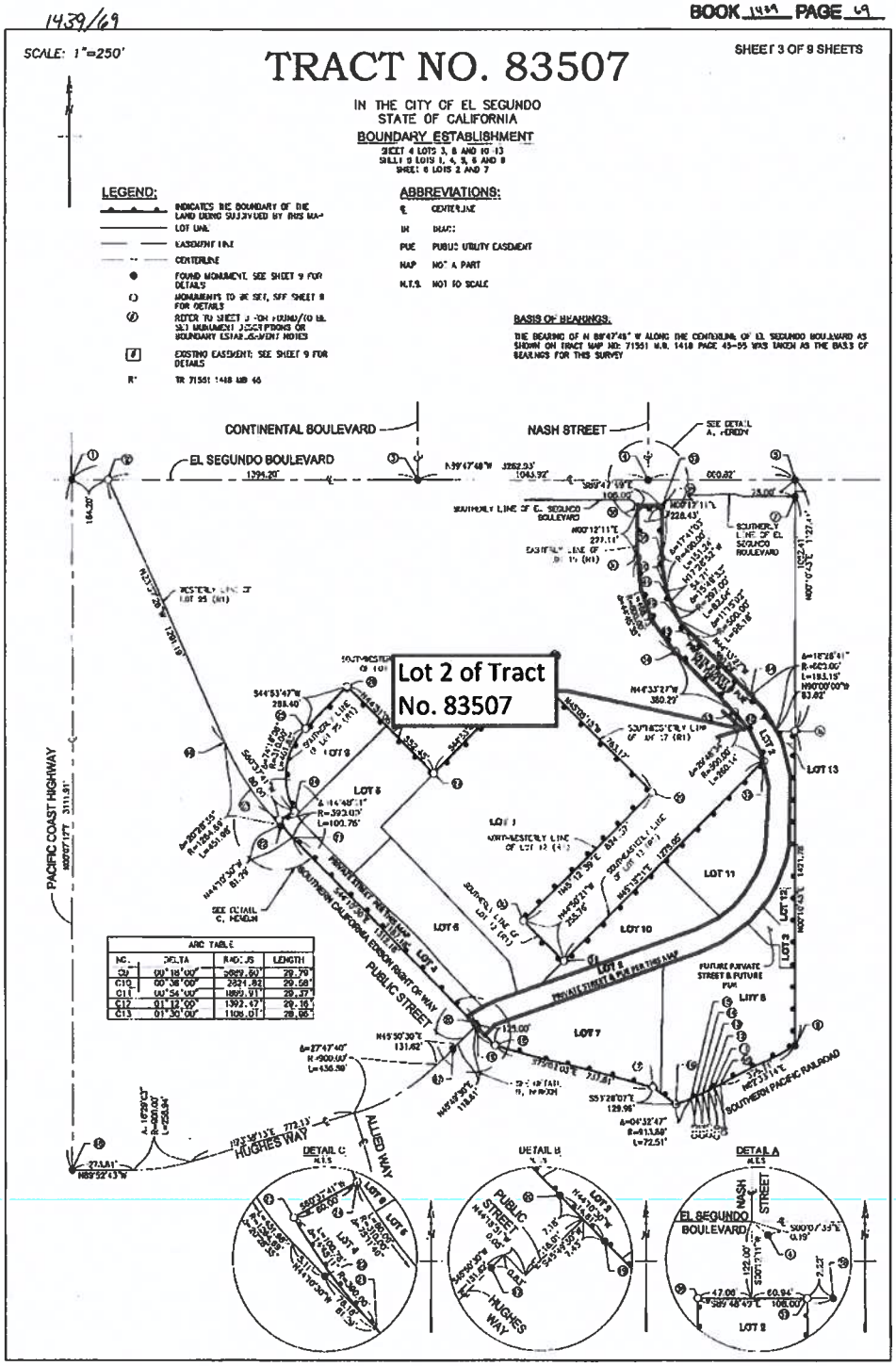


EXHIBIT C

CERTIFICATE OF ACCEPTANCE OF IRREVOCABLE OFFER TO DEDICATE EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 FOR PUBLIC STREET, DRAINAGE, AND UTILITY PURPOSES, TOGETHER WITH ALL USES NECESSARY OR CONVENIENT THERETO

The City of El Segundo, a California municipal corporation ("City") hereby accepts the attached irrevocable offer of dedication of easement for public street, drainage, and utility purposes, together with all uses necessary or convenient thereto, made by CDC MAR East Campus 2 LLC in favor of City in that certain IRREVOCABLE OFFER TO DEDICATE dated _____ and recorded in the Official Records of the County of Los Angeles on _____ as Document No. _____.

The City hereby certifies that it accepts the dedication of the permanent easement for public street, drainage, and utility purposes, together with all uses necessary or convenient thereto, described on EXHIBIT A and depicted on EXHIBIT B attached hereto (the "Subject Easement"), and incorporated herein by this reference, on behalf of the public and pursuant to the authority granted by the City Council of the City of El Segundo by Resolution No. ____ adopted on _____, and consents to the recordation thereof by its duly authorized officer.

_____ _____

Date

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

EXEMPT FROM FEES PER GOVERNMENT CODE § 27383

SPACE ABOVE LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE OF IRREVOCABLE OFFER TO DEDICATE EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 FOR PUBLIC STREET, DRAINAGE, AND UTILITY PURPOSES, TOGETHER WITH ALL USES NECESSARY OR CONVENIENT THERETO

The City of El Segundo, a California municipal corporation ("City"), hereby accepts the irrevocable offer of dedication of easement for public street, drainage, and utility purposes, together with all uses necessary or convenient thereto, made by CDC MAR East Campus 2 LLC in favor of City in that certain IRREVOCABLE OFFER TO DEDICATE dated March 5, 2024, and recorded in the Official Records of the County of Los Angeles on March 22, 2024, as Document No. 20240190023.

The City hereby certifies that it accepts the dedication of the permanent easement for public street, drainage, and utility purposes, together with all uses necessary and convenient thereto, described on EXHIBIT A and depicted on EXHIBIT B attached hereto (the "Subject Easement"), and incorporated herein by this reference, on behalf of the public and pursuant to the authority granted by the City Council of the City of El Segundo on May 21, 2024, and consents to the recordation thereof by its duly authorized officer.

_____ _____
City Manager Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF DEDICATED EASEMENT

Lot 2 of Tract No. 83507 in the City of El Segundo, County of Los Angeles, State of California, as per map recorded in Map Book 1439, Pages 67 through 75, inclusive, of Maps, in the office of the County Recorder of said County.

EXHIBIT B

DEPICTION OF DEDICATED EASEMENT

1439/69

BOOK 1439 PAGE 69

SCALE: 1"=250'

SHEET 3 OF 9 SHEETS

TRACT NO. 83507

IN THE CITY OF EL SEGUNDO
STATE OF CALIFORNIA

BOUNDARY ESTABLISHMENT

SHEET 4 LOTS 3, 8 AND 10-13
SHEET 5 LOTS 1, 4, 5, 6 AND 9
SHEET 6 LOTS 2 AND 7

LEGEND:

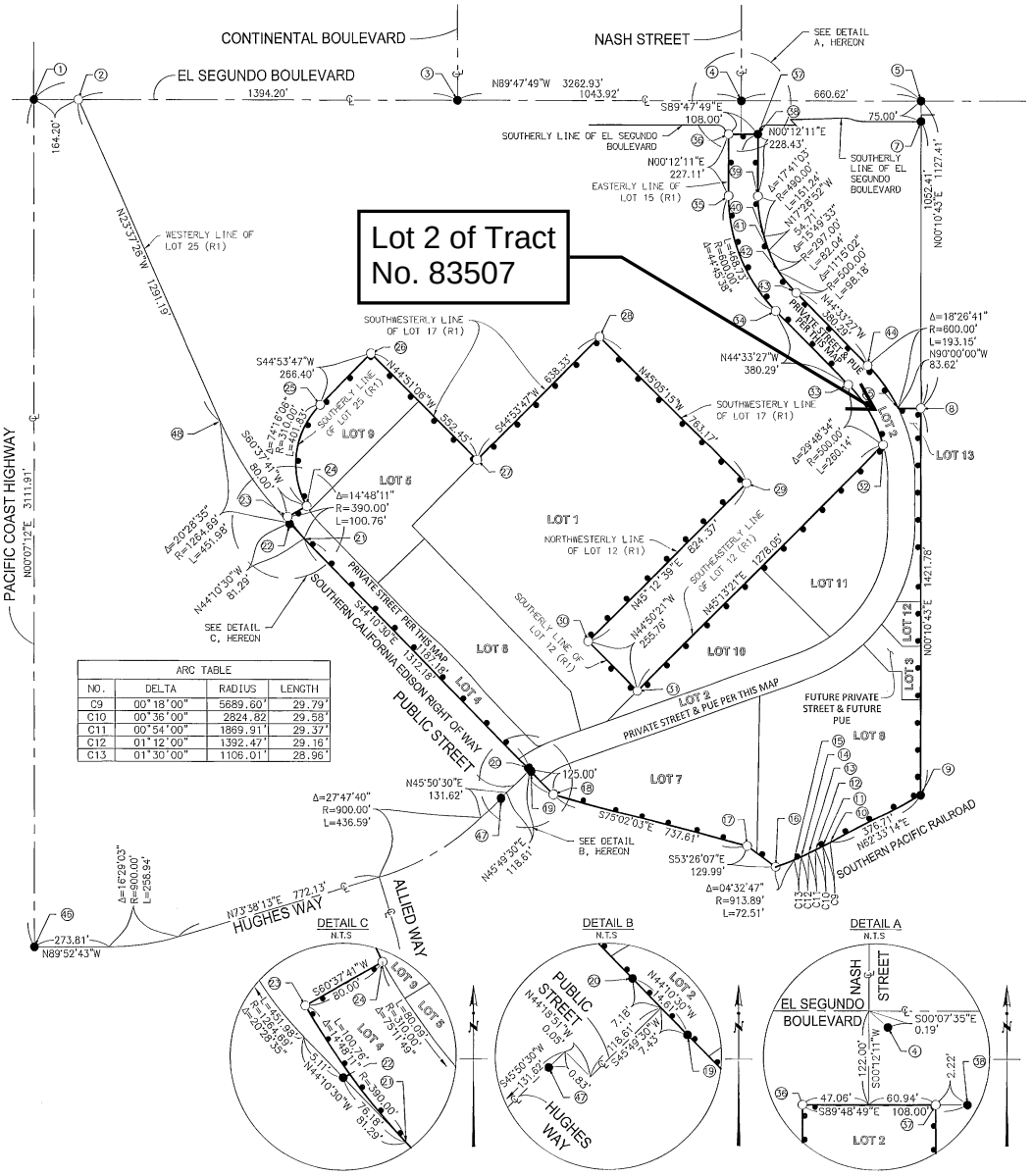
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- FOUND MONUMENT, SEE SHEET 9 FOR DETAILS
- MONUMENTS TO BE SET, SEE SHEET 9 FOR DETAILS
- (#) REFER TO SHEET 9 FOR FOUND/TO BE SET MONUMENT DESCRIPTIONS OR BOUNDARY ESTABLISHMENT NOTES
- [#] EXISTING EASEMENT; SEE SHEET 9 FOR DETAILS
- R1 TR 71551 1418 MB 45

ABBREVIATIONS:

- ℄ CENTERLINE
- TR TRACT
- PUE PUBLIC UTILITY EASEMENT
- NAP NOT A PART
- N.T.S. NOT TO SCALE

BASIS OF BEARINGS:

THE BEARING OF N 89°47'49" W ALONG THE CENTERLINE OF EL SEGUNDO BOULEVARD AS SHOWN ON TRACT MAP NO: 71551 M.B. 1418 PAGE 45-55 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY



ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C9	00°18'00"	5689.60'	29.79'
C10	00°36'00"	2824.82'	29.58'
C11	00°54'00"	1869.91'	29.37'
C12	01°12'00"	1392.47'	29.16'
C13	01°30'00"	1106.01'	28.96'

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.17

TITLE:

Resolution Designating the City Manager, Fire Chief and Emergency Management Coordinator as Applicant's Agents for Federal Emergency Management Agency and the California Governor's Office of Emergency Services Grants

RECOMMENDATION:

1. Designate the City Manager, Fire Chief and Emergency Management Coordinator as Applicants Agents for three (3) years for Federal Emergency Management Agency and the California Governor's Office of Emergency Services grants.

2. Authorize the Applicant's Agents to serve as grant administrators for the purpose of obtaining federal financial assistance for any existing or future grant programs.

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

FISCAL IMPACT:

None.

BACKGROUND:

This action will allow Applicant's Agents to file disaster recovery and other emergency funding and grant applications with the Federal Emergency Management Agency ("FEMA") and the California Governor’s Office of Emergency Services ("Cal OES") to obtain financial assistance through any existing or future grant program, including, but not limited to, any of the following:

1. Federally declared Disaster ("DR"), Fire Mitigation Assistance Grant ("FMAG"), California State Only Disaster ("CDAA"), Immediate Services Program ("ISP"), Hazard Mitigation Grant Program ("HMGP"), Building Resilient Infrastructure and Communities ("BRIC"), Legislative Pre-Disaster Mitigation Program ("LPDM"),

under

2. Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

3. Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.

4. National Earthquake Hazards Reduction Program (NEHRP) 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141.

5. California Early Earthquake Warning ("CEEW") under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12.

DISCUSSION:

The positions designated as "Authorized Agents" are those who have been granted authority by the City Council to engage with the Federal Emergency Management Agency and California Governor's Office of Emergency Services concerning grants, funding, and disaster relief applications. To be eligible for funding, all Applicants (jurisdictions) must submit a Designation of Applicant's Agent Resolution for Non-State Agencies. The previously submitted resolution for the City of El Segundo lapsed on April 24, 2024. It is recommended that the resolution be accepted, as it will aid the city in obtaining funding and disaster relief and will further bolster the response and readiness of the City of El Segundo. This aligns with the City Council policy regarding grant submissions.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:
Todd DeVoe, Emergency Management Coordinator
REVIEWED BY:
George Avery, Fire Chief
APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution - Designation of Applicant's Agent

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of El Segundo (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Fire Chief (Title of Authorized Agent), OR

Emergency Management Coordinator (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of El Segundo (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of El Segundo (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this__day of_____, 20____

Mayor Drew Boyles
(Name and Title of Governing Body Representative)

Mayor Pro Tem Chris Pimentel
(Name and Title of Governing Body Representative)

Councilmember Carol Prisztuk
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Tracy Weaver (Name), duly appointed and City Clerk (Title) of City of El Segundo (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council (Governing Body) of the City of El Segundo (Name of Applicant) on the_____ day of_____, 20___.

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Consent
Item Number: B.18

TITLE:

One-Year Extension of Beach Cities Transit Line 109 Regional Operation Agreement

RECOMMENDATION:

1. Approve the one-year renewal of the cost-sharing agreement with Beach Cities Transit for operation of Transit Line 109 for FY 2024-25.

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

FISCAL IMPACT:

It is anticipated that the City's contribution for FY 2024-25 will be $0. However, in the unlikely event that there is a funding shortfall, the City will pay up to $50,000, which would be funded by Proposition A Funds.

BACKGROUND:

Since August 2006, Beach Cities Transit ("BCT") has operated Line 109 from Redondo Beach to the LAX Transit Center, passing through the cities of Hermosa Beach, Manhattan Beach, and El Segundo. In July 2006, these South Bay communities came together to collectively fund a portion of the operating costs for a new BCT Line (designated Line 109) to provide bus services in lieu of the discontinued Metropolitan Transportation Authority's ("Metro") Line 439.

Line 109 encompasses northbound and southbound stops with nearly 40% of the route within El Segundo city limits. Major designations on Line 109 include the LAX City Bus Center, the Aviation Green Line Station, the Douglas Green Line Station, downtown Manhattan Beach, Manhattan Village Mall, downtown El Segundo, Plaza El Segundo, The Point, the Hermosa Beach Pier, the Redondo Beach Pier, and Riviera Village.

BCT, a community-based transit system operated by the City of Redondo Beach, is designated as an "included operator" in Los Angeles County. As such, BCT is eligible to receive funding from Metro to partially fund local transit operating expenses. The four

participating cities proportionally share any remaining costs (based on route miles within each jurisdiction) for the annual operations of the service. The City of El Segundo's contribution is paid for by Proposition A Funds, an allocation from Los Angeles County designated to support public transportation.

DISCUSSION:

Due to increased dedicated transit funding from LA County as well as other operational funding sources, the City of Redondo Beach has been able to operate BCT without contributions from El Segundo, Manhattan Beach, and Hermosa Beach during the past three years. Additional federal transit relief funds will help the City of Redondo Beach operate BCT without contributions from the cities for FY 2024-25. In the event other funding is not sufficient, the City's maximum contribution under the Agreement would be capped at $50,000.

The City of Redondo Beach requests the City of El Segundo approve a one-year agreement in a form approved by the City Attorney to participate in Line 109 to continue to operate the transit service and serve the South Bay's residents, businesses, and employers. The cities of Manhattan Beach and Hermosa Beach are expected to renew their participation.

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.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:
Randy Niessen, Cultural Arts Coordinator
REVIEWED BY:
Aly Mancini, Recreation, Parks and Library Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Beach Cities Transit Staff Report
2. ES BCT Cost Sharing Agmt 2024 to 2025 final 5.9.2024

TITLE:

Agreement to Renew Beach Cities Transit Line 109 for FY 2024-25

RECOMMENDATION:

1. Approve the one-year renewal of the cost-sharing agreement with BCT for operation of Transit Line 109 FY 2024-2025.

2. Authorize the Mayor to execute the Transit Service Operation Agreement.

FISCAL IMPACT:

It is anticipated that the City's contribution for FY25 will be $0. However, in the unlikely event that there is a funding shortfall, the City will pay up to $50,000, which would be funded by Proposition A funds.

BACKGROUND:

Since August 2006, Beach Cities Transit ("BCT") has operated Line 109 from Redondo Beach to the LAX Transit Center, passing through the cities of Hermosa Beach, Manhattan Beach, and El Segundo. In July 2006, these South Bay communities came together to collectively fund a portion of the operating costs for a new BCT Line (designated Line 109) to provide bus services in lieu of the discontinued Metropolitan Transportation Authority's ("Metro") Line 439.

Line 109 encompasses northbound and southbound stops with nearly 40% of the route within El Segundo city limits. Major designations on Line 109 include the LAX City Bus Center, the Aviation Green Line Station, the Douglas Green Line Station, downtown Manhattan Beach, Manhattan Village Mall, downtown El Segundo, Plaza El Segundo, The Point, the Hermosa Beach Pier, the Redondo Beach Pier, and Riviera Village.

BCT, a community-based transit system operated by the City of Redondo Beach, is designated as an "included operator" in Los Angeles County. As such, BCT is eligible to receive funding from Metro to partially fund local transit operating expenses. The four

participating cities proportionally share any remaining costs (based on route miles within each jurisdiction) for the annual operations of the service. The City of El Segundo's contribution is paid for by Proposition C Funds, an allocation from Los Angeles County designated to support public transportation.

DISCUSSION:

Due to increased dedicated transit funding from LA County as well as other operational funding sources, the City of Redondo Beach has been able to operate BCT without contributions from El Segundo, Manhattan Beach, and Hermosa Beach during the past three years. Additional federal transit relief funds will help the City of Redondo Beach operate BCT without contributions from the cities for FY 2024-2025. In the event other funding is not sufficient, the City's maximum contribution under the Agreement would be capped at $50,000.

The City of Redondo Beach requests the City of El Segundo approve a one-year agreement in a form approved by the City Attorney to participate in Line 109 to continue to operate the transit service and serve the South Bay's residents, businesses, and employers. The cities of Manhattan Beach and Hermosa Beach are expected to renew their participation.

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.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:
Linnea Palmer, Senior Administrative Analyst
REVIEWED BY:
Aly Mancini, Recreation, Parks and Library Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. BCT ES Cost Sharing Agmt 2024 to 2025

TRANSIT SERVICE OPERATION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
THE CITY OF EL SEGUNDO

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of El Segundo ("El Segundo"). Redondo Beach and El Segundo are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. **WHEREAS,** pursuant to Government Code section 54981, the legislative body of any local agency (here, El Segundo) may contract with another local agency (here, Redondo Beach) for the performance of municipal services or functions within the territory of the former.
B. **WHEREAS**, on July 1, 2006, Redondo Beach and El Segundo entered into that certain Transit Service Operation Agreement to enable BCT Line 109 as described in **Attachment A** to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority ("LACMTA") Line 439 for a two (2) year term.

C. **WHEREAS**, Redondo Beach and El Segundo subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, 2020, 2021, 2022, and 2023 (the "2023 Agreement").

D. **WHEREAS**, the 2023 Agreement expires on June 30, 2024, and the Parties desire to enter into a new agreement on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2024, and shall have a one (1) year term expiring on June 30, 2025. El Segundo acknowledges that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2025. In the event El Segundo intends to renew this Agreement, El Segundo shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

2. SERVICE DESCRIPTION

A. Redondo Beach shall operate Line 109 consistent with the maps shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. Redondo Beach shall operate Line 109 on the days of the week; service times and days; and frequencies of service equal to or better than that which was operated by BCT immediately before the effective date of this Agreement. The current service schedule for

Line 109 is illustrated in **Attachment B**, which is attached hereto and by this reference incorporated herein.

C. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to El Segundo in writing for review and comment prior to implementation.

D. Redondo Beach may, in its sole discretion, enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of El Segundo. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind. Redondo Beach will require the City's Transit contractor to provide an Additional Insured Endorsement that contains General Liability and Automobile Liability Coverages for El Segundo, its officers, elected and appointed officials, employees and volunteers.

E. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in the **Attachment C,** which is attached hereto and by this reference incorporated herein.

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service as described in **Attachment A**. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. FUNDING

A. El Segundo shall pay Redondo Beach for costs in associated with operating Line 109 in accordance with this Section. El Segundo shall not pay Redondo Beach for capital costs nor shall El Segundo provide any equipment to operate the Service.

B. **FY 2024-25:** Operations Funding from El Segundo shall be $0 for fiscal year 2024-2025.

In the event Redondo Beach incurs a shortfall in funding, El Segundo's funding contribution will be based on the number of miles of the BCT Line 109 route (as described in **Attachment C**) within El Segundo's boundaries and other cities' Line 109 route miles will not factor into El Segundo's funding contribution. El Segundo shall pay up to $50,000 if there is a funding shortfall.

A shortfall occurs when the (1) the estimated costs exceed the (2) estimated operating revenues for the respective fiscal year. The estimated costs shall be based on (1) the prior year's Line 109 service hours multiplied by the applicable service hour rates plus (2) the prior year's fuel costs plus an estimated CPI increase plus (3) estimated costs for RTI systems. The estimated revenues shall be based on the LACMTA funding formula and the prior fiscal year's fare revenues for Line 109.

Operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. Real Time Information ("RTI") Systems operating expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

C. Redondo Beach is responsible for all marketing and promotion of the Service. However, El Segundo may advertise the Service at its sole expense in community newsletters and recreational brochures at its sole expense. El Segundo may also advertise the Service at its sole expense in other mediums, but any reference to BCT in such advertising must be approved in writing by Redondo Beach. The BCT logo cannot be used without Redondo Beach's prior approval.

D. On at least a quarterly basis, BCT will meet with El Segundo to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. El Segundo shall provide assistance for public outreach and information to target El Segundo residents and non-resident community members.

5. <u>REPORTING/INVOICING</u>

A. Redondo Beach shall report to El Segundo on a quarterly basis, all of the following data for the Line 109 Service:

(1) Passengers carried
(2) Revenue hours operated
(3) Revenue miles operated
(4) Total operating costs, including service operating expenses and RTI capital and operating expenses

B. Redondo Beach shall submit said report to El Segundo in writing within fifteen (15) days after the end of each reporting quarter.

C. Redondo Beach shall submit quarterly reports to El Segundo.

D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to El Segundo annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in El Segundo, and the total estimated El Segundo passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

E. El Segundo retains the right to audit the BCT's records of Line 109 Service, and to periodically monitor the Service.

F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. INSPECTION OF RECORDS

BCT records relevant to this Agreement shall be available for inspection by El Segundo at all reasonable times for a period of at least three (3) years for each year or after the termination date, whichever comes first.

7. NON-DISCRIMINATION

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, physical or mental disability, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. COORDINATION

A. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

B. The El Segundo Project Manager for this project shall be the Recreation and Parks Director, or designee. BCT coordinator for this project shall be the Community Services Director or designee.

9. WAIVER OF BREACH

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. NOTICES

A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

(1) Personal Delivery. Personally delivered to the recipient. Notice is effective on delivery.

(2) First Class Mail. First class to the last address of the recipient known to the Party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

(3) Certified Mail. Certified mail with return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight Delivery. Delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile Transmission. Sent by fax to the last fax number of the recipient known to the Party giving notice. Notice is effective upon receipt. Any

notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

(6) Email. Sent by email to the last email address of the recipient known to the Party giving notice. Notice is effective upon receipt. Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:

City of Redondo Beach
Interim Transit Manager
415 Diamond Street
Redondo Beach, CA 90277
Attention: Line 109

Email: diane.amaya@redondo.org
Fax Number: 310-798-8273

With a copy to:

City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836
Attention: City Clerk

Email: cityclerk@redondo.org
Fax Number: 310- 374-0220

El Segundo:

City of El Segundo
Recreation, Parks, and Library Director
350 Main Street
El Segundo, CA 90245-3813
Attention: Aly Mancini

Email: amancini@elsegundo.org

With a copy to:

City of El Segundo
City Clerk
350 Main Street
El Segundo, CA 90245-3813
Attention: City Clerk

Email: allcityclerks@elsegundo.org

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either Party may change its address, fax number, or email by giving the other Party written notice of the change.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of El Segundo and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. The Agreement may not be modified or altered except by written amendment executed by both Parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF CITIES

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION

Each Party hereby agrees to defend, protect, indemnify and hold harmless the other Party, its officers, employees, volunteers, agents, elected and appointed officials, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of the Party, its agents, contractors or employees to perform the services required of the Party under the terms of this Agreement.

18. AUTHORITY

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of this ____ day of _____, 2024.

CITY OF REDONDO BEACH	CITY OF EL SEGUNDO
By: _____ James A. Light, Mayor	By: _____ Drew Boyles, Mayor
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ Michael W. Webb, City Attorney	_____ Mark D. Hensley, City Attorney
ATTEST:	ATTEST:
_____ Eleanor Manzano, City Clerk	_____ Tracy Weaver, City Clerk

Attachment A: Line 109 Map



Attachment B: BCT Line 109 Time Schedule

NORTH BOUND 109 Redondo Beach Riviera Village to LAX Bus Center

MONDAY THROUGH FRIDAY

Palos Verdes Bl & Via Valencia	Hermosa Ave & 10th St	Highland Ave & 14th St	Park Place at Douglas	Main St & Holly Ave	Aviation Station	LAX Bus Center
7	8	9	10	11	12	13
-:-	-:-	-:-	-:-	-:-	-:-	-:-
-:-	-:-	-:-	-:-	-:-	-:-	-:-
6:00	6:17	6:28	6:42	6:53	7:03	7:13
6:30	6:47	6:58	7:12	7:23	7:33	7:43
7:25	7:42	7:53	8:07	8:18	8:28	8:38
8:10	8:27	8:38	8:52	9:07	9:17	9:27
8:50	9:07	9:18	9:32	9:47	9:57	10:07
9:35	9:52	10:03	10:17	10:32	10:42	10:52
10:25	10:42	10:53	11:07	11:22	11:32	11:42
11:10	11:27	11:38	11:52	**12:07**	**12:17**	**12:27**
11:50	**12:07**	**12:18**	**12:32**	**12:47**	**12:57**	**1:07**
12:35	**12:52**	**1:03**	**1:17**	**1:32**	**1:42**	**1:52**
1:45	**2:02**	**2:13**	**2:27**	**2:42**	**2:52**	**3:02**
2:30	**2:47**	**2:58**	**3:12**	**3:27**	**3:37**	**3:47**
3:10	**3:27**	**3:38**	**3:52**	**4:07**	**4:17**	**4:27**
3:55	**4:12**	**4:23**	**4:37**	**4:52**	**5:02**	**5:12**
4:45	**5:02**	**5:13**	**5:27**	**5:42**	**5:52**	**6:02**
5:30	**5:47**	**5:58**	**6:12**	**6:27**	**6:37**	**6:47**
6:10	**6:27**	**6:38**	**6:52**	**7:07**	**7:17**	**7:27**
6:55	**7:12**	**7:23**	**7:37**	**7:52**	**8:02**	**8:12**
7:45	**8:02**	**8:13**	**8:27**	**8:42**	**8:52**	**9:02**
8:30	**8:47**	**8:58**	**9:12**	**9:27**	**9:37**	**9:47**

AM **PM**

SATURDAY & SUNDAY

Palos Verdes Bl & Via Valencia	Hermosa Ave & 10th St	Highland Ave & 14th St	Park Place at Douglas	Main St & Holly Ave	Aviation Station	LAX Bus Center
7	8	9	10	11	12	13
-:-	-:-	-:-	-:-	-:-	-:-	-:-
6:05	6:22	6:33	6:47	7:02	7:12	7:22
7:05	7:22	7:33	7:47	8:02	8:12	8:22
8:15	8:32	8:43	8:57	9:12	9:22	9:32
9:10	9:27	9:38	9:52	10:07	10:17	10:27
10:10	10:27	10:38	10:52	11:07	11:17	11:27
11:15	11:32	11:43	11:57	**12:12**	**12:22**	**12:32**
12:10	**12:27**	**12:38**	**12:52**	**1:07**	**1:17**	**1:27**
1:10	**1:27**	**1:38**	**1:52**	**2:07**	**2:17**	**2:27**
2:35	**2:52**	**3:03**	**3:17**	**3:32**	**3:42**	**3:52**
3:30	**3:47**	**3:58**	**4:12**	**4:27**	**4:37**	**4:47**
4:30	**4:47**	**4:58**	**5:12**	**5:27**	**5:37**	**5:47**
5:35	**5:52**	**6:03**	**6:17**	**6:32**	**6:42**	**6:52**
6:30	**6:47**	**6:58**	**7:12**	**7:27**	**7:37**	**7:47**
7:30	**7:47**	**7:58**	**8:12**	**8:27**	**8:37**	**8:47**
8:30	**8:47**	**8:58**	**9:12**	**9:27**	**9:37**	**9:47**

AM **PM**

SOUTH BOUND 109 LAX Bus Center to Redondo Beach Riviera Village

MONDAY THROUGH FRIDAY

LAX Bus Center	Aviation Station	Main St & Holly Ave	Park Place at Douglas	Highland Ave & 14th St	Hermosa Ave & 11th St	Palos Verdes Bl & Via Valencia
13	12	11	10	9	8	7
5:55	6:07	6:21	6:39	6:51	7:00	7:15
6:40	6:52	7:06	7:24	7:36	7:45	8:00
7:20	7:32	7:46	8:04	8:16	8:25	8:40
8:05	8:17	8:31	8:49	9:01	9:10	9:25
8:55	9:07	9:21	9:39	9:51	10:00	10:15
9:40	9:52	10:06	10:24	10:36	10:45	11:00
10:20	10:32	10:46	11:04	11:16	11:25	11:40
11:05	11:17	11:31	11:49	**12:01**	**12:10**	**12:25**
12:15	**12:27**	**12:41**	**12:59**	**1:11**	**1:20**	**1:35**
1:00	**1:12**	**1:26**	**1:44**	**1:56**	**2:05**	**2:20**
1:40	**1:52**	**2:06**	**2:24**	**2:36**	**2:45**	**3:00**
2:25	**2:37**	**2:51**	**3:09**	**3:21**	**3:30**	**3:45**
3:15	**3:27**	**3:41**	**3:59**	**4:11**	**4:20**	**4:35**
4:00	**4:12**	**4:26**	**4:44**	**4:56**	**5:05**	**5:20**
4:40	**4:52**	**5:06**	**5:24**	**5:36**	**5:45**	**6:00**
5:25	**5:37**	**5:51**	**6:09**	**6:21**	**6:30**	**6:45**
6:15	**6:27**	**6:41**	**6:59**	**7:11**	**7:20**	**7:35**
7:00	**7:12**	**7:26**	**7:44**	**7:56**	**8:05**	**8:20**
7:40	**7:52**	**8:06**	**8:24**	**8:36**	**8:45**	**9:00**
8:25	**8:37**	**8:51**	**9:09**	**9:21**	**9:30**	**9:45**

AM **PM**

SATURDAY & SUNDAY

LAX Bus Center	Aviation Station	Main St & Holly Ave	Park Place at Douglas	Highland Ave & 14th St	Hermosa Ave & 11th St	Palos Verdes Bl & Via Valencia
13	12	11	10	9	8	7
6:45	6:57	7:11	7:29	7:41	7:50	8:05
7:40	7:52	8:06	8:24	8:36	8:45	9:00
8:40	8:52	9:06	9:24	9:36	9:45	10:00
9:45	9:57	10:11	10:29	10:41	10:50	11:05
10:40	10:52	11:06	11:24	11:36	11:45	**12:00**
11:40	11:52	**12:06**	**12:24**	**12:36**	**12:45**	**1:00**
1:05	**1:17**	**1:31**	**1:49**	**2:01**	**2:10**	**2:25**
2:00	**2:12**	**2:26**	**2:44**	**2:56**	**3:05**	**3:20**
3:00	**3:12**	**3:26**	**3:44**	**3:56**	**4:05**	**4:20**
4:05	**4:17**	**4:31**	**4:49**	**5:01**	**5:10**	**5:25**
5:00	**5:12**	**5:26**	**5:44**	**5:56**	**6:05**	**6:20**
6:00	**6:12**	**6:26**	**6:44**	**6:56**	**7:05**	**7:20**
7:05	**7:17**	**7:31**	**7:49**	**8:01**	**8:10**	**8:25**
8:00	**8:12**	**8:26**	**8:44**	**8:56**	**9:05**	**9:20**
8:55	**9:07**	**9:21**	**9:39**	**9:51**	**10:00**	**10:15**

AM **PM**

BCT does not operate on Thanksgiving Day, Christmas Day and New Year's Day.

Saturday schedules are operated on Memorial Day, Independence Day, Labor Day and Veterans Day.

EFFECTIVE JANUARY 2018

Beach Cities Transit
More to See redondo BEACH
310.802.7686
424.212.4299
beachcitiestransit.org
BCT@redondo.org
Redondo Beach City Hall
415 Diamond St

Attachment C
Beach Cities Transit Line 109
Route Service Mile Calculations by City

Route Miles	**NB Miles**	**SB Miles**	***Average Miles Per City***	***Allocation Formula %***
Redondo Beach & Los Angeles	5.3	6.9	***6.1***	***34.95%***
Hermosa Beach	2.2	1.6	***1.90***	***10.89%***
Manhattan Beach	3.4	2.2	***2.8***	***16.05%***
El Segundo	7.7	5.6	***6.65***	***38.11%***
Total Miles	18.6	16.3	***17.45***	***100.00%***

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Staff Presentations
Item Number: D.19

TITLE:

Memorandum of Understanding Between the City of El Segundo and the El Segundo Firefighters' Association and Amendment to the City Contributions for CalPERS Medical Premiums

RECOMMENDATION:

1. Adopt a Resolution approving and adopting the Memorandum of Understanding between the City of El Segundo and the El Segundo Firefighters' Association.

2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the Memorandum of Understanding between the City and the El Segundo Firefighters' Association.

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

FISCAL IMPACT:

The total cost of the successor ESFA Memorandum of Understanding ("MOU") is $5,475,180 for the term May 21, 2024 through June 30, 2028. The proposed FY 2024-25 budget will include the first year fiscal impact which is approximately $1,151,712.

The FY 2023-24 maximum fiscal impact $208,368. This assumes that all thirty-five employees eligible for the Voluntary Binding Arbitration bonus payment sign an agreement which is valued at $175,000 for the first payment. The fiscal impact of the remaining items includes the following: Paramedic Certification - $9,922; conversion of Education Incentive into base salary for all ranks- $21,696; and increase to City monthly medical contribution- $1,750.

The fiscal impact for FY 2023-34 can be absorbed through salary savings from Citywide vacancies. No additional appropriation is needed.

BACKGROUND:

The City imposed Terms and Conditions effective February 20, 2024. On April 22, 2024, the El Segundo Firefighters' Association ("ESFA") formally requested to begin negotiations for a Memorandum of Understanding and provided their proposal. Staff and representatives of the ESFA met and conferred pursuant to Section 3500 et seq. of the California Government Code ("MMBA"), for purposes of reaching a labor agreement on April 24, 2024. The City's response to ESFA's proposal was provided on May 8, 2024. A tentative Agreement was reached on May 9, 2024 and the ESFA ratified the agreement on May 11, 2024.

The City and the ESFA had a mutual interest in reaching an agreement in an expeditious manner in an effort to improve recruitment and retention efforts.

DISCUSSION:

The MOU provides for an increase in Paramedic Certification pay, elimination of Education Incentive pay and instead applied to base salary, cost-of-living adjustments, and increases to City contributions for health. The attached, redlined MOU indicates these revisions and clean-up language. The ESFA bargaining unit represents the Fire Captain, Fire Engineer, Fire Paramedic, and Firefighter job classifications with thirty-five (35) incumbents. The following are highlights of the salary and benefit changes to the MOU:

1. Term: 4 years and 1 month, May 21, 2024, to June 30, 2028
2. Paramedic Certification Pay (monthly): Increase from 7.6% to 8.0% represented as a flat dollar rate for all ranks (Captain- $897.54, Engineer- $776.36, and Firefighter $672.05); now also provided to Paramedics who were previously ineligible for this pay ($776.36).
3. Elimination of Education Incentive for all ranks; apply Captain rank Tier I Bachelor's degree ($1,059.02) as a monthly base salary increase for all ranks (valued at 3.2%).
4. Salary Adjustments:
    - 5.3% effective July 1, 2024
    - 3% effective July 1, 2025
    - 2% effective July 1, 2026
    - 2% effective July 1, 2027
5. Health Insurance Increases (monthly):
    - Effective June 1, 2024: from $1,700 to $1,750
    - Effective January 1, 2025: from $1,750 to $1,800
    - Effective January 1, 2026: from $1,800 to $1,850
    - Effective January 1, 2027: from $1,850 to $1,900
    - Effective January 1, 2028: from $1,900 to $1,950
6. Voluntary Binding Arbitration: Bonus payment of $10,000 for current employees paid in two $5,000 installments in exchange for signing a Binding Arbitration

Agreement. The first payment is to be made within thirty days of signing the Agreement and the second payment is paid six months later. New hires are eligible for this bonus payment upon successful completion of probation.

Additionally, the parties agreed to various items including the following:

- Revision of the leave cash out process to comply with the IRS doctrine of constructive receipt;
- Force Hire/One Rank Down: Employees rehired hall only be permitted to work down one rank; and
- Enforcement of Vacation leave accrual of two years with no payment of "overages" and Comp Time bank of 144 hours effective January 1, 2025.

CalPERS requires contracting agencies participating in the Medical Plan under the Public Employee's Medical and Hospital Care Act ("PEMHCA") to submit a change resolution approved by the City Council to amend the employer contribution for medical premiums. Attached for adoption is the required resolution to increase the 2024 City paid medical premiums as noted above.

Upon approval and adoption of the MOU and related resolutions, Human Resources will work with Finance to implement all provisions as negotiated.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

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

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

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

PREPARED BY:
Rebecca Redyk, Human Resources Director
REVIEWED BY:
Rebecca Redyk, Human Resources Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Approving and Adopting the ESFA MOU
2. ESFA MOU - CLEAN
3. ESFA MOU - REDLINE
4. Resolution Fixing the Employer Contribution 004 El Segundo El Segundo Firefighters Association (ESFA)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO FIREFIGHTERS' I.A.F.F., LOCAL 3682 BARGAINING UNIT

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

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

A. The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Firefighters' Association ("ESFA"), a recognized employee organization, for the term of May 21, 2024 through June 30, 2028.

B. Representatives from the City and ESFA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment, which are memorialized in the MOU between the City and ESFA attached hereto as "Exhibit A" and incorporate herein by this reference.

C. The ESFA ratified said agreement on May 10, 2024.

SECTION 2. *Actions; Direction.*

A. The City Council approves the MOU between the City and ESFA for the period May 21, 2024 through June 30, 2028.

B. Staff is directed and authorized to implement all the MOU's terms.

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

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

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

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

_____
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 of said City, and attested by the City Clerk of said City, all at a regular meeting of said City Council held on the ____ day of _____ 2024, 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 “A”
MOU between the City and ESFA for the period May 21, 2024 through June 30, 2028

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS' ASSOCIATION I.A.F.F., LOCAL 3682

Term: May 21, 2024 through June 30, 2028

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ARTICLE 1 – GENERAL PROVISIONS

Section 1.01 PREAMBLE

This Memorandum of Understanding (MOU) applies to the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

The parties have met and conferred in good faith regarding employment conditions and have reached a mutual agreement as to certain wages, hours, and other terms and conditions of employment of the affected employees, this memorandum which shall be submitted to the City Council of the City of El Segundo for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This Memorandum of Understanding is a comprehensive statement of agreed upon wages, hours, and other terms and conditions of employment.

Notwithstanding the above, the Parties previously agreed that either party may re-open this Agreement and require the other party discuss the following items:

(a) Modification to the Municipal Code
(b) Arbitration of claims
(c) Worker's Compensation Carve Out Program

However, no changes shall be made with respect to any of the above items without mutual agreement by the parties.

Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.

Section 1.03 TERM

Unless otherwise provided herein, all terms and conditions described herein shall be effective May 21, 2024 by the City Council. This MOU shall remain in full force and effect until such time as a new agreement is reached.

Section 1.04 MANAGEMENT RIGHTS

1. Except as limited by specific and express terms herein, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.

2. The management and the direction of the workforce of the City is vested exclusively in the City, and nothing herein is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

Section 1.05 SAVINGS CLAUSE

If any provision or the application of any provision of this Memorandum of Understanding should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this Agreement shall remain in force and effect.

Section 1.06 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.07 MAINTENANCE OF EXISTING BENEFITS

1. The Memorandum of Understanding contains all of the covenants, stipulations and provisions applicable to the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this MOU is covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of the MOU, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the implementation of the MOU or which may have been omitted in the discussions which

led up to the implementation of the MOU, except as provided or by mutual agreement of parties.

2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 – SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective the period that includes July 1, 2024, the base salary of each represented employee shall be increased by 5.3%.

3. Effective the pay period that includes July 1, 2025, the base salary of each represented employee shall be increased by three percent (3%).

4. Effective the pay period that includes July 1, 2026, the base salary of each represented employee shall be increased by two percent (2%).

5. Effective the pay period that includes July 1, 2027, the base salary of each represented employee shall be increased by two percent (2%).

6. Attached to this MOU as Appendix B, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

Firefighter	**483**	**Steps A – F**
Fire Engineer	**497**	**Steps A – E**
Fire Paramedic	**497**	**Steps A - E**
Fire Captain	**510**	**Steps A - E**

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A – E.

Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

This Agreement periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 USC § 207(e) within the Fair Labor Standards Act (“FLSA”). The term “regular rate of pay” as used herein is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 209 USC § 207(e)(1-8.) The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8)then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. The effective date of the increase will be the first day of the pay period in which the anniversary date falls. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06 FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07 CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

Section 2.08 SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification 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 percent of the base rate of the affected employee.

2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

ARTICLE 3 – INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC LICENSE INCENTIVE

1. Effective upon approval and adoption of the MOU, permanent sworn employees that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth below:

Firefighter	$672.05
Fire Paramedic	$776.36
Fire Engineer	$776.36
Fire Captain	$897.54

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

    a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

    b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

    c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in this Agreement.

4. The City shall continue to provide an EMS Educator.

Section 3.02 FIRE STAFF PREMIUM PAY

Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

Section 3.03 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.04 LIGHT-DUTY PAY

When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.05 FIRE INVESTIGATOR PREMIUM PAY

The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.06 TILLER PREMIUM PAY

Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.

Section 3.07 DRIVER'S LICENSE PREMIUM PAY

1. Effective the pay period beginning November 28, 2015, Driver's License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.08 REQUESTING INCENTIVE COMPENSATION

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

Incentive Compensation	**Required Proof**
Paramedic License Incentive:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Educational Program – EMT-D	A current EMT-D certification
Educational Program – Units	Official or unofficial transcript listing required units.
Educational Program – Certificate	Certificate, or official or unofficial transcript listing certificate earned.
Educational Program – Degrees	Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

Section 3.09 TEMPORARY UPGRADE PAY

Effective February 20, 2024, employees who are assigned to work for at least a minimum of twelve (12) hours in a higher position/classification on a temporary basis shall receive temporary upgrade pay equal to five percent (5%) of their current base salary for all hours worked in the higher position/classification.

ARTICLE 4 – EDUCATIONAL PROGRAMS

Section 4.01 INCENTIVE PAY

Effective upon approval and adoption of this MOU, the Educational Incentive will be eliminated for all ranks and the previous Tier One Captain Educational Incentive for a Bachelor's degree shall be applied to base salary in the amount of $1,059.02 per month for all ranks.

FOR HISTORICAL REFERENCE ONLY

EDUCATIONAL PROGRAMS – TIER ONE

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Educational Incentive Pay for achieving the following education levels in the amounts set forth in Exhibit III, attached and incorporated herein. Members of this bargaining unit who achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.

    a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science;

    b. Associate of Arts Degree with at least twenty units in Fire Science;

    c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief.

    d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

EDUCATIONAL PROGRAMS – TIER TWO

EDUCATION BONUS

Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.

The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:

Bachelor's Degree	$500 monthly
Master's Degree	$900 monthly

The above amounts shall not be cumulative.

ELIGIBILITY

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

Section 4.02 ELIGIBILITY

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein.

Section 4.03 CONTINUOUS TRAINING

The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

ARTICLE 5 – LONGEVITY PAY

Section 5.01 TIER ONE

Employees hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth below: .

	6.5 Years	13 Years	19 Years	26 Years
Firefighter	$426.73	$1,036.35	$1,645.97	$2,377.52
Fire Paramedic	$493.17	$1,197.70	$1,902.24	$2,747.67
Fire Engineer	$493.17	$1,197.70	$1,902.24	$2,747.67
Fire Captain	$570.24	$1,384.87	$2,199.50	$3,177.06

Section 5.02 TIER TWO

Employees hired on or after November 28, 2015, shall be eligible for Longevity Pay as set forth below:

	6 Years	13 Years	20 Years
Firefighter	$500	$700	$900
Fire Paramedic	$500	$700	$900
Fire Engineer	$500	$700	$900
Fire Captain	$500	$700	$900

ARTICLE 6 – INSURANCE ACTIVE EMPLOYEES

Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE

The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 6.02 HEALTH INSURANCE FORMULA

1. Effective upon approval and adoption of the MOU, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,750.

2. Effective January 1, 2025 , the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,800.

3. Effective January 1, 2026, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,850.

4. Effective January 1, 2027, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,900.

5. Effective January 1, 2028, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,950.

6. Employee Assistance Program – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year.

Section 6.03 DENTAL, OPTICAL AND LIFE INSURANCE

Effective January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of $135 per month. Effective March 2024, the maximum will increase to $184.25 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order: (i) optical, (ii) life, and (iii) dental. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance. Effective March 1, 2024, the City shall pay basic life premiums to increase coverage to $50,000.

Section 6.04 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters reported to the taxing authorities as ordinary income of the employees.

1. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical insurance and retirement payments as if the employee were not on Leave.

2. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

Section 6.05 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

Section 6.06 LONG TERM CARE GROUP INSURANCE

Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.07 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

Section 6.08 FLEXIBLE SPENDING ACCOUNT

The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 7 – INSURANCE RETIRED EMPLOYEES

Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03 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 the 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.

ARTICLE 8 – SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month's service, not to exceed a maximum of 1,584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.

2. Immediate family member includes an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, and a "designated person" (an employee may designate one person per 12-month period at the time the employee requests sick leave).

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:

    a. 50% after ten (10) years of service.

    b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee's sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.05 SICK LEAVE PAY UPON DEATH

Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay". Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

ARTICLE 9 – VACATION LEAVE

Section 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

    a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;

    b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;

    c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-7	144 hours	5.53 hours	288 hours
7-14	216 hours	8.03 hours	432 hours
14+	288 hours	11.07 hours	576 hours

Effective January 1, 2025, the City will enforce the cap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will be cashed out for the vacation accruals in excess of the cap.

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

Section 9.04 VACATION CASH OUT

Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash-out.

Cash-out Process in 2024: In calendar year 2024, a qualified employee may 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 10, Section 10.02, While employees may elect to exercise this option not more than twice in calendar year 2024, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation up to one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution.

On or before December 15, 2024 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation 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 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 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).

The City shall administer the cash-out twice annually, starting in December 2024 and every July and 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.

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 available for their use.

Section 9.05 VACATION ACCRUAL ON IOD

An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY

Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07 PAYOUT ON TERMINATION

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Section 9.08 EMERGENCY USE

For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

ARTICLE 10 – OVERTIME

Section 10.01 GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. This Agreement periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee's 12% PERS member contribution and consequently employer paid member contribution of 12% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

In determining an employee's eligibility for overtime compensation in a work period, "sick leave" shall be excluded from the total hours worked.

4. 56- HOUR SUPPRESSION ASSIGNMENT- The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered "regularly scheduled overtime," thus premium pay reportable to CalPERS as normal hours worked.

Section 10.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006

a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee's hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03 FORCED HIRE COMPENSATION

Effective July 1, 2006Notwithstanding Section 11.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department's practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

Section 10.04 COMPENSATORY TIME OFF

Effective November 23, 2018, employees may elect to convert straight time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half time "premium" portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

Section 10.05 NO PRESCRIBED STAFFING LEVELS

The Fire Chief, in conjunction with the City Manager, shall have the sole responsibility of determining safe and adequate staffing and equipment levels.

ARTICLE 11 – DEFERRED COMPENSATION PROGRAM

Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

Union members are eligible to participate in the City's approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 11.02 DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City's Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City's Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

ARTICLE 12 – RETIREMENT - PERS

Section 12.01 PERS RETIREMENT PLAN

1. For all members, except those defined as "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013:

    a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.

b. One-Year Final Compensation option “single highest year” (Government Code Section 20042).

2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:

   a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.

   b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.

   c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

   d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12.02 OPTIONAL BENEFITS

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:

   a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
   b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
   c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
   d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548

Section 12.03 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

2. The City’s pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

3. Effective November 23, 2018, “classic” members, as defined by the California Pension Reform Act of 2013 (AB340), shall make an additional contribution to CalPERS of three percent (3%) of compensation earnable simultaneously with the salary increase identified in Section 2.01. (These employees shall pay an amount equal to twelve percent (12%) of compensation earnable as the employee contribution to PERS). These deductions shall be pre-tax and be pursuant to California Government Code section 20516(f) until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

ARTICLE 13 – UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

Section 13.03 DEPARTMENT UNIFORM OFFICER

The duties of the Department Uniform Officer may be assigned in the Firefighters’ bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 – BEREAVEMENT LEAVE

Section14.01 GENERAL

A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse,

registered domestic partner, child, mother, father, grandparents, grandchildren or sibling of the employee or their spouse/registered domestic partner/significant other.

Section 14.02 USE OF OTHER LEAVES

No other emergency leave shall be provided, except as outlined in Section 9.08.

Section14.03 DOCUMENTATION

Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

ARTICLE 15 – SAFETY COMMITTEE

Section15.01 SELECTING MEMBERS

The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section15.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety and make recommendations for correction or change.

3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.

4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section15.03 MEETINGS

The committee shall meet at the discretion of their selected chairperson.

ARTICLE 16 – TRAINING REIMBURSEMENT

Section16.01 PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:

    a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

    b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

    c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

    d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:

    a. Primary Paramedic Training.

    b. State Accreditation Fee.

    c. L.A. County Accreditation Fee.

Section 16.02 DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

a. Fees for the course(s).

b. Travel, per diem and lodging expense.

ARTICLE 17 – EDUCATIONAL REIMBURSEMENT

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article.

FOR HISTORICAL REFERENCE ONLY

Section 17.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During this Agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 17.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

    a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

    b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

    c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

    d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Human Resources.

    e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

    f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

    g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 17.03 CITY REIMBURSEMENT AGREEMENT

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

    a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

Section 17.04 CITY REIMBURSEMENT SCHEDULE

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

ARTICLE 18 –TEMPORARY APPOINTMENTS

Section18.01 GENERAL

Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, “appreciable period of time” is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 18.02 METHOD FOR FILLING VACANCIES

Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long-term vacancies expected to be longer than eight (8) weeks.

Section 18.03 GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

    a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.

    b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 18.04 PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true**:**

a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

b. The provisional appointment is needed to relieve an overburden of staffing replacement hours.

c. The provisional appointment will not cause an overburden of staffing replacement hours.

d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

e. The provisional appointment can be reasonably justified as an operational necessity.

Section 18.05 DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 18.06 INTENT OF POLICY

This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE19– MAINTENANCE AND REPAIRS

Section 19.01 LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY

a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. PAINTING

a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

Section 19.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

ARTICLE 20 – MATERNITY LEAVE

Section 20.01 EQUAL BENEFITS

Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

Section 20.02 WORKING AND REPORTING

It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

Section 20.03 LIGHT DUTY

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Section 20.04 LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of "disabled because of pregnancy" includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning

sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee's other licensed heath-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's physician or her other licensed health-care provider. At the end of the employee's period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act ("CFRA") eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 20.05 NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

    a. The City reserves the right to require written confirmation from the employee's physician or the employee's other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

    b. The City reserves the right to require written verification from the employee's physician or the employee's other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section 20.06 RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

    a. The job ceases to exist because of legitimate business reasons unrelated to the employee's pregnancy disability leave (e.g., layoff); or

    b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.

Section 20.07 COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

    a. There is no comparable position available; or

b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City's ability to operate safely and efficiently.

c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 20.08 RIGHTS

Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

ARTICLE 21 – POLICY AND PROCEDURE AGREEMENTS

Section 21.01 DISABILITY RETIREMENT APPEAL PROCEDURES

The parties have agreed upon a disability retirement appeal procedure dated May 2010.

Section 21.02 INJURY ON DUTY PROCEDURES

The parties have agreed upon an injury on duty procedures dated June 18, 2003.

Section 21.03 MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 21.04 REHIRE POLICIES

City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section 21.05 RANK FOR RANK POLICY

The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

Effective May 21, 2024, employees rehired shall only be permitted to work down one rank. In the case where no employees are available that meet this criterion, the Fire Chief shall have the sole discretion on a case by case basis to approve a work down in excess of one rank.

Section 21.06 LAYOFF AND RECALL POLICY

1. Definitions

    a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

    b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

    a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

        1. Temporary, part-time and seasonal employees;

2. Probationary employees;

3. Employees who have finished their probationary period.

3. Notice to Employees

   a. An Employee filling a full-time position shall be given fourteen (14) calendar days' notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days' notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

   a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

   a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

   a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

   a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

    a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

9. Breaking Ties

    a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).

        1. Overall raw score.

        2. Raw score of the oral interview.

        3. Raw score of the Practical (Engineers).

        4. Raw score of the written examination.

        5. The earliest date and time of application.

10. Salary Placement

    a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. Reemployment List

    a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three years from the date their names were placed on

the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

    a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

    a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

    a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section 21.07 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

    a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

    b. To provide that grievances shall be settled as near as possible to the point of origin.

    c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

    a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this Agreement. Such controversy must pertain to any of the following:

        1. Any matter involving the application of any provision of this Agreement; or

        2. Any matter involving the violation(s) of any provision or intent of this Agreement; or

        3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this Agreement; or

        4. Any protests of ratings or performance evaluations.

3. Evaluations

    a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Human Resources within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Human Resources will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Human Resources. The Director of Human Resources may invite other members of management to be present at such meeting. The Director of Human Resources will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Human Resources shall be final.

4. Discipline

    a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

    a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.

2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Human Resources within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Human Resources shall then submit said request, together with copies of all the pertinent forms, documents, and materials

concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

    a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Human Resources, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

    a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

    a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section 21.08 SHIFT TRADE POLICY

During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

Section 21.09 NO SMOKING POLICY

1. Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty, except as specified below.

3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

Section 21.10 MEDICAL EXAMINATION POLICY

Upon request, the City shall provide annual medical examinations to members of this bargaining unit.

Section 21.11 MILITARY LEAVE POLICY

City shall provide military leave in accordance with law.

Section 21.12 ELECTION DAY VOTING POLICY

Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 21.13 JURY DUTY

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:

    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 (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

    b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

    c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 21.14 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

Attached to this MOU as Appendix A , is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

Section 21.15 RESIDENCY REQUIREMENT

In order to ensure prompt response times in an emergency situation, all personnel hired by the El Segundo Fire Department after February 20, 2024, may reside no further than one hundred (100) road miles from Fire Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Fire Headquarters within 90 minutes of the request for call back. Any request to live outside this limit will be evaluated individually to determine the impact on ability to respond in an emergency situation.

Section 21.16 BINDING ARBITRATION

Voluntary Agreement to Binding Arbitration in Exchange for $10,000 Bonus Payment: Employees as of the approval and adoption of this MOU may voluntarily enter into an Arbitration Agreement according to the terms of the agreement. Current ESFA members in the classifications of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain shall have until December 31, 2024 to enter into the Arbitration Agreement in Appendix C.

For Employees hired during the term of this MOU, they are not eligible to participate in the program unless and until they have satisfactorily completed probation. Upon satisfactory completion of probation, newly hired employees during the term of this MOU shall have 90 days from satisfactory completion of probation to sign the Arbitration Agreement.

ARTICLE 22 – UNION BUSINESS

Section 22.01 BULLETIN BOARDS

The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right

to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 22.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 22.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

Effective July 1, 2000, each fiscal year, representatives designated by the Union shall collectively be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section 22.04 VOLUNTARY DUES DEDUCTIONS

Union Dues

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.

2. The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union).

3. The Union shall notify the City if the amount of dues will change.

Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.

ARTICLE 23 – HOLIDAYS

Section 23.01 ACCUMULATION

Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOD) shall continue to accumulate one hundred and forty-four hours per year in lieu of holiday but shall use holiday pay based on the assigned light duty or IOD work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 23.02 ANNUAL PAYMENT

Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls at the employee's hourly rate at the time the holiday is earned. Employees shall be paid the holiday pay at the employee's rate of pay via direct deposit annually, inclusive of sick leave pay and holiday pay in November, but not later than on or about December 10.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article 25.02) which includes the employee's base salary plus all remuneration required to be included in the regular rate of pay.

Section 23.03 PERS PICK-UP

Effective November 28, 2015, the City shall no longer pay any of the members' PERS contribution on Holiday pay.

ARTICLE 24 – MISCELLANEOUS

Section 24.01 OPPORTUNITY TO REVIEW MATERIALS

No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 24.02 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration’s discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with this Agreement.

ARTICLE 25 – WORK SCHEDULE

Section 25.01 SCHEDULE – SUPPRESSION EMPLOYEES

The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

ARTICLE 26- LIMITED LAYOFFS

Section 26.01 NO LAYOFFS

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

For the Union:

Geoff Gerny, President

Curt Crowson, Vice President #1

Dan Engler, Vice President #2

Matthew Goodenough, Secretary

Chase Long, Treasurer

May 13, 2024
Date

For the City of El Segundo:

Darrell George, City Manager

Rebecca Redyk, Director of Human Resources

/s/ Laura Drottz Kalty
Laura Drottz Kalty, Chief Negotiator

5/13/2024
Date

APPENDIX A

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS OF PUNITIVE ACTION UNDER THE FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS

   a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

   b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a

period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. [1]

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

   i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

   ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled "Notice of Defense" which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

   iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent's right to a hearing. The statement to respondent should be prepared in conformity with the

[1] The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as "Commission/ City Council" inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.

requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los

Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of

notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department ("Department") shall bear the burden of proof at the hearing.

   i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

   ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

aa. Witnesses shall testify under oath.

bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code

§ 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision.

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/1/2024	6/1/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	31.71	7694.40	92332.80
							33.02	8013.89	96166.70
							34.41	8349.34	100192.06
							35.86	8701.56	104418.77
							37.38	9071.37	108856.43
							38.98	9459.69	113516.25
6/1/2024	6/1/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	42.58	10332.47	123989.59
							44.44	10783.83	129405.92
							46.39	11257.78	135093.37
							48.44	11755.41	141064.98
							50.60	12277.93	147335.12

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	6/29/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	33.39	8102.20	97226.44
							34.77	8438.63	101263.51
							36.23	8791.86	105502.26
							37.76	9162.74	109952.91
							39.36	9552.15	114625.83
							41.05	9961.05	119532.64
6/29/2024	6/29/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	44.84	10880.09	130561.09
							46.79	11355.37	136264.48
							48.85	11854.44	142253.31
							51.01	12378.45	148541.36
							53.28	12928.66	155143.92

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025	5467	Firefighter	ESFA - IAFF	483	Hourly	34.39	8345.27	100143.19
							35.82	8691.79	104301.47
							37.32	9055.62	108667.39
							38.89	9437.62	113251.47
							40.54	9838.71	118064.57
							42.28	10259.88	123118.58
7/1/2025	7/1/2025	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Engineer	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Captain	ESFA - IAFF	510	Hourly	46.18	11206.49	134477.91
							48.20	11696.03	140352.37
							50.32	12210.07	146520.88
							52.54	12749.80	152997.64
							54.88	13316.52	159798.24

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JULY 1, 2026
2%

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2026	7/1/2026	5467	Firefighter	ESFA - IAFF	483	Hourly	35.08	8512.18	102146.10
							36.53	8865.63	106387.51
							38.06	9236.73	110840.79
							39.67	9626.37	115516.47
							41.36	10035.48	120425.81
							43.13	10465.08	125580.93
7/1/2026	7/1/2026	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Engineer	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Captain	ESFA - IAFF	510	Hourly	47.10	11430.62	137167.44
							49.16	11929.95	143159.41
							51.32	12454.27	149451.26
							53.59	13004.80	156057.55
							55.97	13582.85	162994.20

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2027	7/1/2027	5467	Firefighter	ESFA - IAFF	483	Hourly	35.78	8682.42	104189.08
							37.26	9042.94	108515.31
							38.82	9421.46	113057.58
							40.46	9818.90	117826.77
							42.18	10236.19	122834.28
							43.99	10674.38	128092.58
7/1/2027	7/1/2027	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Engineer	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Captain	ESFA - IAFF	510	Hourly	48.05	11659.23	139910.79
							50.15	12168.55	146022.59
							52.35	12703.36	152440.26
							54.66	13264.90	159178.75
							57.09	13854.51	166254.08

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 payments of up to $10,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

   a. The first payment of $5,000 is to be paid within 30 days of Employee's delivery of an executed Agreement to the City, and then the remaining $5,000 shall be paid six months thereafter. Employee shall not be entitled to receive more than $10,000 in payments pursuant to this Agreement, even if Employee's employment is terminated and the Employee subsequently becomes re-employed by the City.

   b. If an employee's employment is terminated before the employee receives $10,000 in payments, this Agreement is still in full force and effect and employee has no right to receive to additional payments. However, if Employee becomes re-employed by the City but had not received the entire $10,000 in payments, the remaining payment shall be made based upon the same payment interval described above.

   c. If an employee remains employed with City but promotes or otherwise transfers to another bargaining unit and/or an unrepresented position within the City after this Agreement has been executed and the first payment has been made, City shall continue to make payments consistent with Section 1.a. and 1.b. above, and Arbitrable Claims will be subject to binding arbitration regardless of whether the Arbitrable Claims arose while the employee was a member of the ESFA or while a member of another bargaining unit and/or an unrepresented position within the City.

   d. 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 Fire Employees: For Fire Employees only, 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 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 representative. 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 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 employment by Employer and survives after the termination of the Employee's employment.

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

~~TERMS AND CONDITIONS OF EMPLOYMENT~~
MEMORANDUM OF UNDERSATNDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS' ASSOCIATION
I.A.F.F., LOCAL 3682

~~**Effective: February 20, 2024**~~
Term: May 21, 2024 through June 30, 2028

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ARTICLE 1 – GENERAL PROVISIONS

Section 1.01 PREAMBLE

1. This Memorandum of Understanding (MOU) applies ~~These Terms and Conditions of Employment apply~~ to the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

   The parties have met and conferred in good faith regarding employment conditions and have reached a mutual agreement as to certain wages, hours, and other ~~these Terms~~ terms and ~~Conditions~~ conditions of ~~Employment~~ employment of the affected employees, this memorandum which shall be submitted to the City Council of the City of El Segundo for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This Memorandum of Understanding is a comprehensive statement of agreed upon wages, hours, and other terms and conditions of employment.

~~2. effective as described in Section 1.03, below. There will be no other negotiations for salaries, benefits, and working conditions for the term covered by these Terms and Conditions unless both parties agree otherwise. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.~~

Notwithstanding the above, the Parties previously agreed that either party may re-open ~~these Terms and Conditions~~this Agreement and require the other party discuss the following items:

(a) Modification to the Municipal Code
(b) Arbitration of claims
(c) Worker's Compensation Carve Out Program
~~(d) Education Reimbursement Program~~

However, no changes shall be made with respect to any of the above items without mutual agreement by the parties.

~~3.~~ Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.

Section 1.03 TERM

Unless otherwise provided herein, all ~~These Terms~~ terms and ~~Conditions~~ conditions described herein shall be effective ~~February 20~~May 21, 2024 by the City Council. ~~These Terms and Conditions~~ This MOU shall remain in full force and effect until such time as a new agreement is reached.

Section 1.04 MANAGEMENT RIGHTS

1. Except as limited by specific and express terms herein, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.

2. The management and the direction of the workforce of the City is vested exclusively in the City, and nothing herein is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

Section 1.05 SAVINGS CLAUSE

If any provision or the application of any provision of this Memorandum of Understanding ~~these Terms and Conditions of Employment as implemented~~ should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of ~~these Terms~~this Agreement shall remain in force and effect.

Section 1.06 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.07 MAINTENANCE OF EXISTING BENEFITS

1. The Memorandum of Understanding ~~Terms and Conditions of Employment~~ contains all of the covenants, stipulations and provisions applicable to the parties. It is understood

that all items relating to employee wages, hours and other terms and conditions of employment not covered in this MOU ~~these Terms and Conditions of Employment are~~ is covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of ~~these Terms~~ the MOU, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the implementation of the MOU ~~these Terms~~ or which may have been omitted in the discussions which led up to the implementation of the MOU~~these Terms~~, except as provided or by mutual agreement of parties.

2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 – SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

~~Effective~~ the period that includes July 1, 2024~~February 24, 2024~~, the base salary of each represented employee shall be increased by 5.3%~~one and one-half percent (1.5%)~~

2. Effective the pay period that includes July 1, 2025, the base salary of each represented employee shall be increased by three percent (3%).

3. Effective the pay period that includes July 1, 2026, the base salary of each represented employee shall be increased by two percent (2%).

4. Effective the pay period that includes July 1, 2027, the base salary of each represented employee shall be increased by two percent (2%).

~~2.~~5. Attached to ~~these Terms and Conditions of Employment~~ this MOU as Appe~~r~~ndix B~~Exhibit II~~, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

~~3. The Parties agree to re-open the Terms and Conditions of Employment, at the City's option, if the City determines that it is facing a fiscal hardship. However, no changes shall be made based upon this re-opener without mutual agreement by the parties.~~

Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

Firefighter	**483**	**Steps A – F**
Fire Engineer	**497**	**Steps A – E**
Fire Paramedic	**497**	**Steps A - E**
Fire Captain	**510**	**Steps A - E**

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A – E.

Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

~~These Terms and Conditions~~This Agreement periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 USC § 207(e) within the Fair Labor Standards Act ("FLSA"). The term "regular rate of pay" as used herein is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 209 USC § 207(e)(1-8.) The parties acknowledge that the City does not pay the employee's 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8)then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. ~~If the employee's anniversary date falls in the first week of the pay period, the~~ The effective date of the increase will be the first day of ~~the~~ that pay period~~; if~~ in which the anniversary 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~~. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06 FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07 CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in

accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

Section 2.08 SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification 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 percent of the base rate of the affected employee.

2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

ARTICLE 3 – INCENTIVE COMPENSATION

~~**Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY**~~

~~Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.~~

Section 3.01~~2~~ PARAMEDIC LICENSE INCENTIVE

1. ~~Effective~~ Effective upon approval and adoption of the MOU~~October 14, 2008~~, permanent sworn employees that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth below: ~~in Exhibit V.~~

Firefighter	$672.05
Fire Paramedic	$776.36
Fire Engineer	$776.36

Fire Captain	$897.54

~~1.~~

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

    a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

    b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

    c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

    d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

    e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in ~~these Terms and Conditions of Employment~~this Agreement.

4. The City shall continue to provide an EMS Educator.

Section 3.0~~2~~3 FIRE STAFF PREMIUM PAY

Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

Section 3.0~~3~~4 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.0~~4~~5 LIGHT-DUTY PAY

When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.0~~5~~6 FIRE INVESTIGATOR PREMIUM PAY

The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.0~~6~~7 TILLER PREMIUM PAY

Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.

Section 3.0~~7~~8 DRIVER'S LICENSE PREMIUM PAY

1. Effective the pay period beginning November 28, 2015, Driver's License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.0~~8~~9 REQUESTING INCENTIVE COMPENSATION

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

Incentive Compensation	**Required Proof**

Paramedic License Incentive:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Educational Program – EMT-D	A current EMT-D certification
Educational Program – Units	Official or unofficial transcript listing required units.
Educational Program – Certificate	Certificate, or official or unofficial transcript listing certificate earned.
Educational Program – Degrees	Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration.~~–~~ The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

Section 3.10 TEMPORARY UPGRADE PAY

Effective February 20, 2024, employees who are assigned to work for at least a minimum of twelve (12) hours in a higher position/classification on a temporary basis shall receive temporary upgrade pay equal to five percent (5%) of their current base salary for all hours worked in the higher position/classification.

ARTICLE 4 – EDUCATIONAL PROGRAMS ~~– TIER ONE~~

Section 4.01 INCENTIVE PAY

Effective upon approval and adoption of this MOU, the Educational Incentive will be eliminated for all ranks and the previous Tier One Captain Educational Incentive for a Bachelor's degree shall be applied to base salary in the amount of $1,059.02 per month for all ranks.

FOR HISTORICAL REFERENCE ONLY

EDUCATIONAL PROGRAMS – TIER ONE

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Educational Incentive Pay for achieving the following education levels in the amounts set forth in Exhibit III, attached and incorporated herein. Members of this bargaining unit who achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.

    a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science;

    b. Associate of Arts Degree with at least twenty units in Fire Science;

    c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief.

    d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

EDUCATIONAL PROGRAMS – TIER TWO

EDUCATION BONUS

Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.

The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:

Bachelor's Degree	$500 monthly
Master's Degree	$900 monthly

The above amounts shall not be cumulative.

ELIGIBILITY

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated

above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

Section 4.02 ELIGIBILITY

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein.

Section 4.03 CONTINUOUS TRAINING

The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

~~**ARTICLE 5 –EDUCATIONAL PROGRAMS – TIER TWO**~~

~~**Section 5.01 EDUCATION BONUS**~~

~~Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.~~

~~The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:~~

~~Bachelor's Degree $500 monthly~~
~~Master's Degree $900 monthly~~

~~The above amounts shall not be cumulative.~~

~~**Section 5.02 ELIGIBILITY**~~

~~Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does~~

~~not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.~~

ARTICLE 5~~6~~ – LONGEVITY PAY

Section 5~~6~~.01 TIER ONE

Employees ~~Members of this bargaining unit~~ hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth below: ~~in Exhibit IV, attached and incorporated herein~~.

	6.5 Years	13 Years	19 Years	26 Years
Firefighter	$426.73	$1,036.35	$1,645.97	$2,377.52
Fire Paramedic	$493.17	$1,197.70	$1,902.24	$2,747.67
Fire Engineer	$493.17	$1,197.70	$1,902.24	$2,747.67
Fire Captain	$570.24	$1,384.87	$2,199.50	$3,177.06

Section 5~~6~~.02 TIER TWO

~~ARTICLE 7 – LONGEVITY PAY — TIER TWO~~

~~Bargaining Unit members~~ Employees hired on or after November 28, 2015, shall be eligible for Longevity Pay as set forth below~~follows~~:

	6 Years	13 Years	20 Years
Firefighter	$500	$700	$900
Fire Paramedic	$500	$700	$900
Fire Engineer	$500	$700	$900
Fire Captain	$500	$700	$900

~~6 years of service — $500 monthly~~
~~13 years of service — $700 monthly~~
~~20 years of service – $900 monthly~~

~~The Longevity payments in this section are as set forth in Exhibit V, attached and incorporated herein.~~

ARTICLE 6~~7~~8 – INSURANCE ACTIVE EMPLOYEES

Section 6~~7~~8.01 BASIC HEALTH AND MEDICAL INSURANCE

The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 6~~7~~8.02 HEALTH INSURANCE FORMULA

1. Effective upon approval and adoption of the MOU~~January 2021~~, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,76~~6~~50.

2. Effective~~–~~ January 1, 2025 ~~March 2024~~, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,87~~7~~00.

3. Effective January 1, 2026, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,850.

4. Effective January 1, 2027, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,900.

~~2.~~5. Effective January 1, 2028, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,950.

~~3.~~6. Employee Assistance Program – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. ~~Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2016 monthly rate is $9.52 and is subject to change.~~

Section 6~~7~~8.03 DENTAL, OPTICAL AND LIFE INSURANCE

Effective January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of $135 per month. Effective March 2024, the maximum will increase to $184.25 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order: (i) optical, (ii) life, and (iii) dental. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance. Effective~~ as soon as practicable following implementation of these Terms and Conditions~~ March 1, 2024, the City shall pay basic life premiums to increase coverage to $50,000.

Section 6~~7~~8.04 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters reported to the taxing authorities as ordinary income of the employees.

1. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical insurance and retirement payments as if the employee were not on Leave.

2. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

Section 6~~7~~8.05 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the

Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

Section ~~6~~8.06 LONG TERM CARE GROUP INSURANCE

Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6~~8~~.07 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

Section 6~~8~~.08 FLEXIBLE SPENDING ACCOUNT

The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE ~~9~~ 7 – INSURANCE RETIRED EMPLOYEES

Section ~~9~~7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section ~~9~~7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage

shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section ~~9~~7.03 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 the 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.

ARTICLE 8~~10~~ – SICK LEAVE

Section 8~~10~~.01 SICK LEAVE ACCRUAL

Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month's service, not to exceed a maximum of 1,584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8~~10~~.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.

2. Immediate family member includes an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, and a "designated person" (an employee may designate one person per 12-month period at the time the employee requests sick leave).

Section 8~~10~~.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:

    a. 50% after ten (10) years of service.

    b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee's sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8~~10~~.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8~~10~~.05 SICK LEAVE PAY UPON DEATH

Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay". Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section ~~8~~10.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

ARTICLE 9~~11~~ – VACATION LEAVE

Section ~~11~~ 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

    a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;

    b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;

    c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section ~~11~~9.02 VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-7	144 hours	5.53 hours	288 hours
7-14	216 hours	8.03 hours	432 hours
14+	288 hours	11.07 hours	576 hours

~~1.~~

Effective January 1, 2025, the City will enforce the 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 who has accrued, but unused, vacation in an amount that exceeds that amount will be cashed out for the vacation accruals in excess of the cap.

~~a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.~~

~~b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.~~

~~c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.~~

Section ~~9~~11.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

Section ~~9~~10~~1~~1.04 VACATION CASH OUT ~~BUY BACK~~

Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash-out.

Cash-out Process in 2024: In calendar year 2024, a qualified employee may 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 10, Section 10.02, While employees may elect to exercise this option not more than twice in calendar year 2024, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

Election Process: A ~~Each affected~~ qualified employee may elect ~~shall be provided the option of converting~~ to receive cash payment(s) in lieu of accrued vacation up to one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution., ~~during one (1) calendar year pay period as selected at the discretion of the employee.~~

On or before December 15, 2024 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation 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 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 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).

The City shall administer the cash-out twice annually, starting in December 2024 and every July and 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.

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 available for their use.

Section ~~9~~11.05 VACATION ACCRUAL ON IOD

An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section ~~9~~11.06 PROMOTION AND TRANSFER ELIGIBILITY

Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section ~~9~~11.07 PAYOUT ON TERMINATION

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Section ~~9~~11.08 EMERGENCY USE

For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

ARTICLE 10~~2~~ – OVERTIME

Section 10~~2~~.01 GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. ~~These Terms and Conditions~~This Agreement periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee's 12% PERS member contribution and consequently employer paid member contribution of 12% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

In determining an employee's eligibility for overtime compensation in a work period, "sick leave" shall be excluded from the total hours worked.

4. 56- HOUR SUPPRESSION ASSIGNMENT- The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered "regularly scheduled overtime," thus premium pay reportable to CalPERS as normal hours worked.

Section 10~~2~~.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006

a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee's hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10~~2~~.03 FORCED HIRE COMPENSATION

~~1.~~ Effective July 1, 2006

~~a.~~ Notwithstanding Section 11~~2~~.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department's practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

Section ~~12~~10.04 ~~———~~COMPENSATORY TIME OFF

Effective November 23, 2018, employees may elect to convert straight time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half time "premium" portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

Section ~~12~~10.05 NO PRESCRIBED STAFFING LEVELS

~~Consistent with El Segundo Fire Department Policy 208, the City does not have prescribed staffing levels. As set forth in Section 1.04, the City has the exclusive management right to increase or decrease staffing levels and assign employees, and maintain the efficiency of governmental operations. Effective February 24, 2024, the City will end its practice of backfilling overtime for thirteen (13) unit employees for each shift and will have the sole discretion to determine safe and appropriate staffing levels and the type and number of apparatus staffed.~~

~~Should the City exercise its right to make a permanent change to staffing levels, the City shall provide notice and an opportunity to bargain any negotiable impacts.~~

The Fire Chief, in conjunction with the City Manager, shall have the sole responsibility of determining safe and adequate staffing and equipment levels.

ARTICLE ~~13~~ 11 – DEFERRED COMPENSATION PROGRAM

Section 1~~3~~1.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

Union members are eligible to participate in the City's approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 1~~3~~1.02 DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City's Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City's Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

ARTICLE 12~~14~~ – RETIREMENT - PERS

Section 12~~14~~.01 PERS RETIREMENT PLAN

1. For all members, except those defined as "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013:

    a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.

    b. One-Year Final Compensation option "single highest year" (Government Code Section 20042).

2. For "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013:

    a. The provisions of AB 340 (The California Public Employees' Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.

    b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.

    c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

    d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12~~14~~.02 OPTIONAL BENEFITS

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:

    a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
    b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
    c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
    d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548

Section 12~~14~~.03 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this ~~contribution as~~contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue ~~Code(~~Code (IRC) Section 414(h)(2).

2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

3. Effective November 23, 2018, "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall make an additional contribution to CalPERS of three percent (3%) of compensation ~~earnable simultaneously~~earnable simultaneously with the salary increase identified in Section 2.01. (These employees shall pay an amount equal to twelve percent (12%) of compensation earnable as the employee contribution to PERS). These deductions shall be pre-~~tax and~~tax and be pursuant to California Government Code section 20516(f) until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

ARTICLE ~~15~~ 13 – UNIFORM AND SAFETY EQUIPMENT

Section 13~~15~~.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section ~~13~~13~~15~~.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

Section ~~13~~15.03 DEPARTMENT UNIFORM OFFICER

The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14~~16~~ – BEREAVEMENT LEAVE

Section ~~14~~16.01 GENERAL

A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, registered domestic partner, child, mother, father, grandparents, grandchildren or sibling of the employee or their spouse/registered domestic partner/significant other.

Section 14~~16~~.02 USE OF OTHER LEAVES

No other emergency leave shall be provided, except as outlined in Section ~~11~~9.08.

Section ~~14~~16.03 DOCUMENTATION

Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

ARTICLE 15~~17~~ – SAFETY COMMITTEE

Section ~~15~~17.01 SELECTING MEMBERS

The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section ~~15~~17.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to ~~safety, and~~safety and make recommendations for correction or change.

3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.

4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section ~~15~~17.03 MEETINGS

The committee shall meet at the discretion of their selected chairperson.

ARTICLE 16~~18~~ – TRAINING REIMBURSEMENT

Section ~~16~~18.01 PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:

    a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

    b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

    c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

    d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:

    a. Primary Paramedic Training.

    b. State Accreditation Fee.

c. L.A. County Accreditation Fee.

Section ~~18~~16.02 DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

    a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

    b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

    c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

    d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

    e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

    a. Fees for the course(s).

    b. Travel, per diem and lodging expense.

ARTICLE 17~~19~~ – EDUCATIONAL REIMBURSEMENT

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article. ~~However, since there is a re-opener on this subject, the parties have agreed to retain the language below for historical reference only.~~

FOR HISTORICAL REFERENCE ONLY

Section ~~-~~1719.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee

completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During ~~these Terms~~this Agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section ~~17~~19.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

    a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

    b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

    c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

    d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Human Resources.

    e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

    f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

    g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section ~~17~~19.03 CITY REIMBURSEMENT AGREEMENT

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

Section 17~~19~~.04 CITY REIMBURSEMENT SCHEDULE

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

ARTICLE 18~~20~~ –TEMPORARY APPOINTMENTS

Section ~~1~~18~~20~~.01 GENERAL

Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, “appreciable period of time” is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 18~~20~~.02 METHOD FOR FILLING VACANCIES

Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long-term vacancies expected to be longer than eight (8) weeks.

Section 18~~20~~.03 GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

    a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.

    b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence.

This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 18~~20~~.04 PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true**:**

   a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

   b. The provisional appointment is needed to relieve an overburden of staffing replacement hours.

   c. The provisional appointment will not cause an overburden of staffing replacement hours.

   d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

   e. The provisional appointment can be reasonably justified as an operational necessity.

Section 18~~20~~.05 DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 18~~20~~.06 INTENT OF POLICY

This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE 19~~21~~ – MAINTENANCE AND REPAIRS

Section 19~~21~~.01 LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY

a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. PAINTING

a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

Section 19~~21~~.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

ARTICLE 20~~22~~ – MATERNITY LEAVE

Section 20~~22~~.01 EQUAL BENEFITS

Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

Section 20~~22~~.02 WORKING AND REPORTING

It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

Section 20~~22~~.03 LIGHT DUTY

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Section ~~20~~22.04 LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of "disabled because of pregnancy" includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee's other licensed heath-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's physician or her other licensed health-care provider. At the end of the employee's period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act ("CFRA") eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section ~~20~~22.05 NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

    a. The City reserves the right to require written confirmation from the employee's physician or the employee's other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

    b. The City reserves the right to require written verification from the employee's physician or the employee's other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section ~~20~~22.06 RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

    a. The job ceases to exist because of legitimate business reasons unrelated to the employee's pregnancy disability leave (e.g., layoff); or

    b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.

Section 20~~22~~.07 COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

    a. There is no comparable position available; or

    b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City's ability to operate safely and efficiently.

    c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 20~~22~~.08 RIGHTS

Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

ARTICLE 21~~23~~ – POLICY AND PROCEDURE AGREEMENTS

Section 21~~23~~.01 DISABILITY RETIREMENT APPEAL PROCEDURES

The parties have agreed upon a disability retirement appeal procedure dated May 2010.

Section 21~~23~~.02 INJURY ON DUTY PROCEDURES

The parties have agreed upon an injury on duty procedures dated June 18, 2003.

Section 21~~23~~.03 MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section ~~21~~23.04 REHIRE POLICIES

City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section ~~21~~23.05 RANK FOR RANK POLICY

The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

Effective May 21, 2024, employees rehired shall only be permitted to work down one rank. In the case where no employees are available that meet this criterion, the Fire Chief shall have the sole discretion on a case by case basis to approve a work down in excess of one rank.

Section ~~23~~21.06 LAYOFF AND RECALL POLICY

1. Definitions

   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

   a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced

(bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

1. Temporary, part-time and seasonal employees;

2. Probationary employees;

3. Employees who have finished their probationary period.

3. Notice to Employees

   a. An Employee filling a full-time position shall be given fourteen (14) calendar ~~days notice~~days' notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar ~~days notice~~days' notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

   a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

   a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

   a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

    a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

    a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

9. Breaking Ties

    a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).

        1. Overall raw score.

        2. Raw score of the oral interview.

        3. Raw score of the Practical (Engineers).

        4. Raw score of the written examination.

        5. The earliest date and time of application.

10. Salary Placement

    a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The

employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. Reemployment List

    a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

    a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

    a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

    a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section ~~21~~23.07 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

    a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

    b. To provide that grievances shall be settled as near as possible to the point of origin.

    c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

    a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by ~~these Terms~~this Agreement. Such controversy must pertain to any of the following:

        1. Any matter involving the application of any provision of ~~these Terms~~this Agreement; or

        2. Any matter involving the violation(s) of any provision or intent of ~~these Terms~~this Agreement; or

        3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by ~~these Terms~~this Agreement; or

        4. Any protests of ratings or performance evaluations.

3. Evaluations

    a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Human Resources within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Human Resources will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Human Resources. The Director of Human Resources may invite other members of management to be present at such meeting. The Director of Human Resources will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Human Resources shall be final.

4. Discipline

    a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance ~~586,.~~586. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

    a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

        1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of ~~these Terms~~this Agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.

        2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

        3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

        4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day

following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Human Resources within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Human Resources shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

   a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Human Resources, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

   a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

   a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this

Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section ~~21~~23.08 SHIFT TRADE POLICY

During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

Section ~~21~~23.9 NO SMOKING POLICY

1. Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty, except as specified below.

3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

Section ~~21~~23.10 MEDICAL EXAMINATION POLICY

Upon request, the City shall provide annual medical examinations to members of this bargaining unit.

Section ~~21~~23.11 MILITARY LEAVE POLICY

City shall provide military leave in accordance with law.

Section ~~21~~23.12 ELECTION DAY VOTING POLICY

Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section ~~21~~23.13 JURY DUTY

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:

    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 (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section ~~21~~23.14 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

Attached to this MOU ~~these Terms and Conditions~~ as Appendix A ~~Exhibit I~~, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

Section ~~21~~23.15 RESIDENCY REQUIREMENT

In order to ensure prompt response times in an emergency situation, all personnel hired by the El Segundo Fire Department after February 20, 2024, may reside no further than one hundred (100) road miles from Fire Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Fire Headquarters within 90 minutes of the request for call back. Any request to live outside this limit will be evaluated individually to determine the impact on ability to respond in an emergency situation.

Section ~~21~~22.16 BINDING ARBITRATION

Voluntary Agreement to Binding Arbitration in Exchange for $10,000 Bonus Payment: Employees as of the approval and adoption of this MOU may voluntarily enter into an Arbitration Agreement according to the terms of the agreement. Current ESFA members in the classifications of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain shall have until December 31, 2024 to enter into the Arbitration Agreement in Appendix C.

For Employees hired during the term of this MOU, they are not eligible to participate in the program unless and until they have satisfactorily completed probation. Upon satisfactory completion of probation, newly hired employees during the term of this MOU shall have 90 days from satisfactory completion of probation to sign the Arbitration Agreement.

ARTICLE 22~~24~~ – UNION BUSINESS

Section ~~22~~24.01 BULLETIN BOARDS

The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section ~~22~~24.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section ~~22~~24.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

Effective July 1, 2000, each fiscal year, representatives designated by the Union shall collectively be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal “Meet and Confer” process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire

Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section ~~22~~24.04 VOLUNTARY DUES DEDUCTIONS

Union Dues

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.

2. The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union).

3. The Union shall notify the City if the amount of dues will change.

Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.

ARTICLE 23~~25~~ – HOLIDAYS

Section ~~23~~25.01 ACCUMULATION

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOD) shall continue to accumulate one hundred and forty-four hours per year in lieu of ~~holiday, but~~holiday but shall use holiday pay based on the assigned light duty or IOD work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section ~~23~~25.02 ANNUAL PAYMENT

1. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls at the employee's hourly rate at the time the holiday is earned.

Employees shall be paid the holiday pay at the employee's rate of pay via direct deposit annually, inclusive of sick leave pay and holiday pay in November, but not later than on or about December 10.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article 25.02) which includes the employee's base salary plus all remuneration required to be included in the regular rate of pay.

Section ~~23~~25.03 PERS PICK-UP

Effective November 28, 2015, the City shall no longer pay any of the members' PERS contribution on Holiday pay.

ARTICLE 24~~26~~ – MISCELLANEOUS

Section ~~24~~26.01 OPPORTUNITY TO REVIEW MATERIALS

~~1.~~ No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse ~~comment, but~~comment but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section ~~24~~26.02 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with ~~these Terms and Conditions of Employment~~this Agreement.

ARTICLE 25 ~~27~~ – WORK SCHEDULE

Section ~~25~~27.01 SCHEDULE – SUPPRESSION EMPLOYEES

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

ARTICLE 26~~28~~ - LIMITED LAYOFFS

Section ~~26~~28.01 NO LAYOFFS

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

For the Union:	For the City of El Segundo:
Geoff Gerny, President	Darrell George, City Manager
Curt Crowson, Vice President #1	Rebecca Redyk, Director of Human Resources
Dan Engler, Vice President #2	Laura Kalty, Chief Negotiator
Matthew Goodenough, Secretary	
Chase Long, Treasurer	
Date	Date

APPENDIX AEXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS OF PUNITIVE ACTION UNDER THE FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS

   a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

   b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a

period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. [1]

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

   i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

   ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled "Notice of Defense" which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

   iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent's right to a hearing. The statement to respondent should be prepared in conformity with the

[1] The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as "Commission/ City Council" inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.

requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los

Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of

notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department ("Department") shall bear the burden of proof at the hearing.

   i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

   ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

aa. Witnesses shall testify under oath.

bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code

§ 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision.

CITYWIDE PUBLIC PAY SCHEDULE - EFFECTIVE OCTOBER 4, 2011
REVISION DATE - FEBRUARY 20, 2024

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
2/24/2024	2/20/2024		Firefighter	ESFA- IAFF	483	Hourly	27.34	6635.38	79624.56
							28.66	6954.87	83458.46
							30.04	7290.32	87483.82
							31.49	7642.54	91710.53
							33.02	8012.35	96148.19
							34.62	8400.67	100808.01
2/24/2024	2/20/2024		Fire Paramedic	ESFA- IAFF	497	Hourly	33.08	8028.28	96339.42
							34.69	8417.41	101008.86
							36.37	8825.96	105911.56
							38.14	9254.96	111059.55
							39.99	9705.42	116465.04
2/24/2024	2/20/2024		Fire Engineer	ESFA- IAFF	497	Hourly	33.08	8028.28	96339.42
							34.69	8417.41	101008.86
							36.37	8825.96	105911.56
							38.14	9254.96	111059.55
							39.99	9705.42	116465.04
2/24/2024	2/20/2024		Fire Captain	ESFA- IAFF	510	Hourly	38.21	9273.45	111281.35
							40.07	9724.81	116697.68
							42.03	10198.76	122385.13
							44.08	10696.39	128356.74
							46.23	11218.91	134626.88

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/1/2024	6/1/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	31.71	7694.40	92332.80
							33.02	8013.89	96166.70
							34.41	8349.34	100192.06
							35.86	8701.56	104418.77
							37.38	9071.37	108856.43
							38.98	9459.69	113516.25
6/1/2024	6/1/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	42.58	10332.47	123989.59
							44.44	10783.83	129405.92
							46.39	11257.78	135093.37
							48.44	11755.41	141064.98
							50.60	12277.93	147335.12

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El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

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6/29/2024	6/29/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	33.39	8102.20	97226.44
							34.77	8438.63	101263.51
							36.23	8791.86	105502.26
							37.76	9162.74	109952.91
							39.36	9552.15	114625.83
							41.05	9961.05	119532.64
6/29/2024	6/29/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	44.84	10880.09	130561.09
							46.79	11355.37	136264.48
							48.85	11854.44	142253.31
							51.01	12378.45	148541.36
							53.28	12928.66	155143.92

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El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025	5467	Firefighter	ESFA - IAFF	483	Hourly	34.39	8345.27	100143.19
							35.82	8691.79	104301.47
							37.32	9055.62	108667.39
							38.89	9437.62	113251.47
							40.54	9838.71	118064.57
							42.28	10259.88	123118.58
7/1/2025	7/1/2025	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Engineer	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Captain	ESFA - IAFF	510	Hourly	46.18	11206.49	134477.91
							48.20	11696.03	140352.37
							50.32	12210.07	146520.88
							52.54	12749.80	152997.64
							54.88	13316.52	159798.24

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El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

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7/1/2026	7/1/2026	5467	Firefighter	ESFA - IAFF	483	Hourly	35.08	8512.18	102146.10
							36.53	8865.63	106387.51
							38.06	9236.73	110840.79
							39.67	9626.37	115516.47
							41.36	10035.48	120425.81
							43.13	10465.08	125580.93
7/1/2026	7/1/2026	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Engineer	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Captain	ESFA - IAFF	510	Hourly	47.10	11430.62	137167.44
							49.16	11929.95	143159.41
							51.32	12454.27	149451.26
							53.59	13004.80	156057.55
							55.97	13582.85	162994.20

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2027	7/1/2027	5467	Firefighter	ESFA - IAFF	483	Hourly	35.78	8682.42	104189.08
							37.26	9042.94	108515.31
							38.82	9421.46	113057.58
							40.46	9818.90	117826.77
							42.18	10236.19	122834.28
							43.99	10674.38	128092.58
7/1/2027	7/1/2027	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Engineer	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Captain	ESFA - IAFF	510	Hourly	48.05	11659.23	139910.79
							50.15	12168.55	146022.59
							52.35	12703.36	152440.26
							54.66	13264.90	159178.75
							57.09	13854.51	166254.08

Exhibit III - Educational incentive
Effective 11/24/2018
*** Represented employees hired before 11/28/15 shall have the opportunity to achieve PERSable educational incentive highlighted in blue until the end of this contract (09/30/21) (Tier I)**
**** Represented employees hired after 11/28/15 shall receive non-PERSable educational bonus pay highlighted in yellow (Tier II)**

		Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
RANGE	POSITION	BA	MA	FIRE UNITS	AA	BA
483	FIREFIGHTER	$ 500.00	$ 900.00	$ 182.89	$ 548.66	$ 792.51

		Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
RANGE	POSITION	BA	MA	FIRE UNITS	AA	BA
497	FIRE PARAMEDIC	$ 500.00	$ 900.00	$ 211.36	$ 634.08	$ 915.89

		Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
RANGE	POSITION	BA	MA	FIRE UNITS	AA	BA
497	FIRE ENGINEER	$ 500.00	$ 900.00	$ 211.36	$ 634.08	$ 915.89

		Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
RANGE	POSITION	BA	MA	FIRE UNITS	AA	BA
510	FIRE CAPTAIN	$ 500.00	$900.00	$ 244.39	$ 733.17	$ 1,059.02

Exhibit IV - Longevity
Effective 11/24/2018
*** Longevity 19.5 yrs amended to 19 years for members hired before 11/28/15**

		Hired on/after 11/28/15			Hired before 11/28/15			
RANGE	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
483	FIREFIGHTER	$ 500.00	$ 700.00	$ 900.00	$ 426.73	$ 1,036.35	$ 1,645.97	$ 2,377.52

		Hired on/after 11/28/15			Hired before 11/28/15			
RANGE	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE PARAMEDIC	$ 500.00	$ 700.00	$ 900.00	$ 493.17	$ 1,197.70	$ 1,902.24	$ 2,747.67

		Hired on/after 11/28/15			Hired before 11/28/15			
RANGE	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE ENGINEER	$ 500.00	$ 700.00	$ 900.00	$ 493.17	$1,197.70	$ 1,902.24	$ 2,747.67

		Hired on/after 11/28/15			Hired before 11/28/15			
RANGE	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
510	FIRE CAPTAIN	$ 500.00	$ 700.00	$ 900.00	$ 570.24	$ 1,384.87	$ 2,199.50	$ 3,177.06

Exhibit V - PM level 1
Effective 11/24/2018 for all represented employees in unit

RANGE	POSITION	PM LEV 1
483	FIREFIGHTER	$ 640.10

RANGE	POSITION	PM LEV 1
497	FIRE PARAMEDIC	NA

RANGE	POSITION	PM LEV 1
497	FIRE ENGINEER	$ 739.76

RANGE	POSITION	PM LEV 1
510	FIRE CAPTAIN	$855.36

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 payments of up to $10,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

   a. The first payment of $5,000 is to be paid within 30 days of Employee's delivery of an executed Agreement to the City, and then the remaining $5,000 shall be paid six months thereafter. Employee shall not be entitled to receive more than $10,000 in payments pursuant to this Agreement, even if Employee's employment is terminated and the Employee subsequently becomes re-employed by the City.

   b. If an employee's employment is terminated before the employee receives $10,000 in payments, this Agreement is still in full force and effect and employee has no right to receive to additional payments. However, if Employee becomes re-employed by the City but had not received the entire $10,000 in payments, the remaining payment shall be made based upon the same payment interval described above.

   c. If an employee remains employed with City but promotes or otherwise transfers to another bargaining unit and/or an unrepresented position within the City after this Agreement has been executed and the first payment has been made, City shall continue to make payments consistent with Section 1.a. and 1.b. above, and Arbitrable Claims will be subject to binding arbitration regardless of whether the Arbitrable Claims arose while the employee was a member of the ESFA or while a member of another bargaining unit and/or an unrepresented position within the City.

   d. 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 Fire Employees: For Fire Employees only, 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 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 representative. 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 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 employment by Employer and survives after the termination of the Employee's employment.

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

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
004 EL SEGUNDO FIREFIGHTERS' ASSOCIATION

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 Firefighters' Association**; 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 **$1,750.00** 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 Human Resourced Director or designee to file with the CalPERS 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 **July 1, 2024**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 21st day of May, 2024.

Signed: _____
Drew Boyles, Mayor

Attest: _____
Tracy Weaver, City Clerk

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Staff Presentations
Item Number: D.20

TITLE:

Changes to the Title and Classification Specification for Community Cable Program Specialist and Building Safety Manager and Accompanying Resolution Establishing Basic Salary Ranges

RECOMMENDATION:

1. Approve a title change from Community Cable Program Specialist to Media Specialist and accompanying revised classification specification.

2. Approve a title change from Building and Safety Manger to Building Official and accompanying revised classification specification.

3. Adopt a resolution establishing the basic salary ranges for the Media Specialist and Building Official.

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

FISCAL IMPACT:

There is no fiscal impact. Funding for the Community Cable Program Specialist (Media Specialist) and Building Safety Manager (Building Official) classifications are already included in the FY 2023-24 budget.

BACKGROUND:

The Community Cable Program Specialist is a vacant single incumbent position represented by the City Employee's Association ("CEA") with a classification specification that was last updated in October 1999. Under the Meyers-Milias Brown Act ("MMBA"), the City is required to notify CEA of the intent to update the classification specification and also provide an opportunity to meet and confer on the changes.

The Building Safety Manager (At-Will) is a vacant single incumbent position in the unrepresented Management and Confidential group with a classification that was last

updated in September 2007.

Both classification updates include a title change that requires a resolution adopted by the City Council to comply with CalPERS regulations regarding publicly available pay schedules.

DISCUSSION:

Human Resources works closely with the employee labor groups and departments to continually review and update classification specifications. This review may result in recommended changes to essential duties, knowledge, skills or qualifications. When revised, the classifications are also converted to a standardized format which includes language regarding the Disaster Service Worker requirement and the City's commitment to being an Equal Opportunity Employer.

Media Specialist

In preparation for opening a recruitment, Human Resources worked with the Communications Division in the City Manager's Office to review the classification specification. Upon review, the classification needed an update to the title to align with the other positions in the Media job family as well as a refresh of the terms used in the essential duties regarding modern media and production equipment and systems.

On May 2, 2024, the revised classification specification was sent to the CEA representative and executive board for review. On May 8, CEA provided their concurrence with the changes.

Building Official

After review of the classification and in an effort to provide flexibility in attracting the best qualified candidates for the position, alternative minimum education requirements have been included. Candidates meeting the years of experience as a journey-level Building Inspector may not have formal education in the form of a Bachelor's degree, but instead possess multiple certifications that can equate to college units. Therefore, the requirements have been restructured to include this type of applicant.

Candidates will meet the minimum experience and education qualifications with either five (5) years of professional experience as a structural engineer, journey-level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes, including two (2) years of supervisory experience and education equivalent to a Bachelor's degree (120 units), or seven (7) years of experience, including two (2) years of supervisory experience and education equivalent to an Associate's degree (60 units).

Regardless of either option described above to qualify, possession of International Code

Council (ICC) or California Building Officials (CALBO) certification as a Building Inspector or Plans Examiner is required at the time of application. International Code Council (ICC) certification as a Building Official is required within six (6) months of appointment.

Changing the title from Building Safety Manager to Building Official aligns with the industry standard for the positions that require Building Official certification and performance of related duties. This may also be more attractive to prospective candidates during the recruitment process.

These updates will provide a more accurate description of the positions for candidates to apply and also for the individual ultimately selected to fill these roles. The classification specification review and retitling are best practices that support Strategic Plan Goal 3, “Promote a Quality Workforce Through Teamwork and Organizational Efficiencies.”

CITY STRATEGIC PLAN COMPLIANCE:

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

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

PREPARED BY:
Rebecca Redyk, Human Resources Director
REVIEWED BY:
Rebecca Redyk, Human Resources Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Media Specialist Job Specification- CLEAN
2. Media Specialist Job Specification- REDLINE
3. Building Official At-Will Job Specification - CLEAN
4. Building Official At-Will Job Specification - REDLINE
5. Resolution Establishing Basic Salary Ranges

MEDIA SPECIALIST

DEFINITION: Plans, develops, and produces content for broadcast on City media channels including community cable television , social media, and web.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Communications Manager and/or Media Supervisor. May provide functional and technical direction to part-time Media staff.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Performs pre-to-post production duties including producing, directing, camera operation, set up of studio and field production, editing, script writing, and talent roles; trains and oversees employees, interns, and volunteers in video production work and standards; schedules and assigns cameras, editing equipment, and employees for production work;

Produces local feature segments, full-length programs, public service announcements and promotional material for the City's various media distribution channels; coordinates with program originators for in-depth analysis of program parameters; coordinates with appropriate departments(s) for any special programming requirements and/or requests; schedules producers, talent, camera operators and editors;

Set up, oversees, troubleshoots, and operates a variety of media production equipment and systems (hardware and software) including character generators, computer editing suites, audio mixers, video switchers and routers, video servers, green screen processors, and waveform/vector scopes;

Maintains equipment, such as the studio, control room, and field production equipment used – and may perform minor equipment repairs; also maintains media assets, including archive of video, audio, and other related content;

Teaches new employees, interns, and volunteers video equipment and technique; conducts employee production meetings and workshops; assists in the instruction of classes and community video workshops as needed;

Assists in conducting community surveys and needs assessments; gathers data and information and assists in the preparation of required reports and other written materials;

May assist in , overseeing and evaluating work of part-time staff, interns, and volunteers;

Regularly and predictably attends work; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Film and/or Video production theory and practices;

Editing systems and production equipment;

Broadcast video principles and techniques as related to areas assigned;

Computers and associated software programs used in video production;

FCC rules and regulations pertaining to system operations;

Basic principles and practices of supervision and evaluation; and

Safe work practices

Skill in:

Directing the development and production of multi-media programs;

Analyzing technical problems and identifying effective corrective action;

Developing and implementing effective program procedures;

Researching and developing program ideas and concepts;

Communicating orally and in writing;

Coordinating, directing, and organizing the work of others;

Working under pressure and deadlines;

Utilizing public relations techniques responding to inquiries and complaints;

Supervising, training, evaluating and motivating employees, interns, and volunteers;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with staff, other City employees, elected officials, and the public.

QUALIFICATIONS:

Experience: Three (3) years increasingly responsible experience in television/video programming and production.

Education: Equivalent to a Bachelor's degree (120 units) with major coursework in film or production, communications, or a related field from an accredited college or university.

Licensing/Certificates: Due to the performance of some field duties which require the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Physical Requirements: Incumbents in this classification may stand or sit for extended periods of time, lift, and carry related equipment weighing up to 50 pounds, bend, stoop, reach, climb stairs and ladders.

Working Conditions: Typical office environment with exposure to various environmental conditions during field production shoots and ability to work a flexible schedule in order to meet the needs of the City, including evening and weekend assignments.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

City Employees' Association (CEA)
Revision Date: October 1999
Revision Date: May 21, 2024

~~COMMUNITY CABLE PROGRAM~~ MEDIA SPECIALIST

DEFINITION: ~~Under general supervision, plans~~Plans, develops and produces ~~all aspects of live, taped and remote~~content for broadcast on City media channels including community~~City~~ cable television ~~programs~~, social media, and web.~~and special events.~~

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Communications Manager and/or Media Supervisor. May provide functional and technical direction to part-time Media staff.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Performs pre-to-post production duties including producing, directing, camera operation, set up of studio and field production, editing, script writing, and talent roles; trains and oversees ~~monitors~~ employees, interns, and volunteers ~~and high school students~~ in video production work and standards; schedules and assigns cameras, editing equipment, and employees for production work.

Produces local feature segments, full-length programs, public service announcements and promotional material for the City's ~~cable channels~~various media distribution channels; coordinates with program originators for in-depth analysis of program parameters; coordinates with appropriate departments(s) for any special programming requirements and/or requests; schedules producers, talent, camera operators and editors.

Set up, oversees, troubleshoots, and operates a variety of media production equipment and systems (hardware and software) including character generators, computer editing

suites, audio mixers, video switchers and routers, video servers, green screen processors, and waveform/vector scopes.

Maintains equipment, such as the studio, control room, and field production equipment used – and may perform minor equipment repairs; also maintains media assets, including archive of video, audio, and other related content.

Teaches new employees, interns, and volunteers ~~students and public access producers~~ video equipment and technique; conducts employee production meetings and workshops; assists in the instruction of ~~high school video~~ classes and community video workshops as needed.

Assists in conducting community surveys and needs assessments; gathers data and information and assists in the preparation of required reports and other written materials.

May assist in ~~Recruits, trains, assigns~~, ~~reviews~~ overseeings and evaluat~~inges~~ work of ~~assigned~~ part-time staff, interns, and volunteers~~;; initiates corrective and/or disciplinary action and assists in response to grievances following established personnel policies and procedures and in consultation with the Media Supervisor, Communications Manager, and Human Resources.~~

Regularly and predictably attends work; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

~~Knowledge of video~~ Film and/or Video production theory and practices;

~~Knowledge of current editing~~ Editing systems and production equipment;

Broadcast video principles and techniques as related to areas assigned;

~~Knowledge of current computers~~ Computers and associated software programs used in video production;

~~Knowledge of~~ FCC rules and regulations pertaining to system operations;

City of El Segundo
~~Community Cable Program~~ Media Production Specialist
Job Class Code:
Basic principles and practices of supervision and evaluation; and~~.~~

Safe work practices

Skill in:

~~Skill directing~~ Directing the development and production of ~~cable television~~multi-media programs;

~~Skill analyzing~~ Analyzing technical problems and identifying effective corrective action;

~~Skill developing~~ Developing and implementing effective program procedures;

~~Skill researching~~ Researching and developing program ideas and concepts;

~~Skill communicating~~ Communicating orally and in writing;

Coordinating, directing, and organizing the work of others;

Working under pressure and deadlines;

~~Skill utilizing~~ Utilizing public relations techniques responding to inquiries and complaints;

~~Skill supervising~~Supervising, training, evaluating and motivating employees, interns, and volunteers ~~and students~~;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism;

~~Skill in establishing~~ Establishing and maintaining effective working relationships with ~~other department~~ staff, other City employees, elected officials and the public.

~~Working Conditions:~~

~~Typical office environment.~~
~~Exposure to various environmental conditions during field production shoots.~~

~~Licensing/Certification Requirements:~~

City of El Segundo
~~Community Cable Program~~ Media Production Specialist
Job Class Code:

~~A valid California driver's license.~~

~~Minimum~~ QUALIFICATIONS:

Experience: Three (3) years increasingly responsible experience in television/video programming and production.

Education: ~~A~~ Equivalent to a Bachelor's degree (120 units) with major coursework in film or production, communications, ~~film production~~ or a related field from an accredited college or university.~~; and three (3) years increasingly responsible experience in television/video programming and production; or an equivalent combination of education and experience.~~

Licensing/Certificates: Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Physical Requirements: Incumbents in this classification may stand or sit for extended periods of time, lift and carry related equipment weighing up to 50 pounds, bend, stoop, reach, climb stairs and ladders.

Working Conditions: Typical office environment with exposure to various environmental conditions during field production shoots and ability~~.~~ to work a flexible schedule in order to meet the needs of the City, including evening and weekend assignments.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

City Employees' Association (CEA)
Revision Date: October 1999
Revision Date: May 21, 2024

BUILDING OFFICIAL (AT-WILL)

DEFINITION: Under general direction, plans, manages, supervises and coordinates the activity and operation of the Building and Safety Division, Code Enforcement Division.'

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Community Development Director. Provides direct supervision to administrative, technical and support staff.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Plans, manages and coordinates the activity and operation of the Building and Safety and Code Compliance ; determines and develops policies and procedures for the Building Safety Division activities including checking plans, issuing permits and inspecting buildings for structural, electrical, mechanical, plumbing, zoning and fire prevention in compliance with state and federal laws, local codes, ordinances and regulations; tracks construction activity, permits issued and plan checks completed; may personally perform a variety of difficult plan checking activities;

Develops and improves processes to ensure the highest level of overall customer service experience through the City's development process; Directs staff to provide the best customer service possible within appropriate policies, procedures and specifications;

Researches, analyzes and interprets code requirements, new materials and methods of construction; resolves field, design and office problems regarding the application or interpretation of codes and regulations;

Prepares, implements and monitors the Division budget; tracks revenue and expenditures; administers Developer Deposit Trust Accounts and Impact Fees; oversees the work of consultants in related activities;

Provides leadership, program development, management and coordination of programs and services; serves as liaison with the community, members of the building trades, professional groups and other external contacts and resources for the City;

Coordinates Division activities with other programs, departments or staff to ensure program delivery according to appropriate policies, procedures and specifications;

Resolves discrepancies or procedural problems and responds to program management and/or program delivery questions ensuring necessary follow-up occurs; controls program records for operational and budget accountability;

Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy;

Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with the Director and Human Resources;

Regularly and predictably attends works; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles and practices of building safety, plumbing, electrical and mechanical systems;

California Building Standards Code including building, mechanical, electrical, plumbing, fire, disability access, and other state codes;

El Segundo Municipal Code, including zoning code;

Plan checking methods and techniques;

Methods, materials, techniques and practices employed in building inspection, design and construction;

Budget preparation and implementation;

Project management principles and practices;

Computer permit systems and ability to identify and generate required reports;

Principles and practices of effective management and supervision training, personnel management and performance evaluation;

English grammar, spelling vocabulary, and punctuation;

Safe work practices;

Business and report writing; and

Modern office practices, methods, procedures, and equipment.

Skill in:

Conducting complex building inspections and plans checks;

Reading complex blueprints/specifications and determining compliance with codes;

Program development, implementation and evaluation;

Assessing objectives and operational requirements to develop and implement appropriate operational plans, policies and procedures;

Managing, developing, motivating and evaluating staff;

Managing special projects, activities and programs;

Conducting research and preparing clear, concise and comprehensive reports;

Understanding and applying complex regulations, procedures and guidelines;

Communicating effectively orally and in writing;

Using personal computers and job related software;

Accepting constructive criticism;

Understanding and following posted work rules and procedures;

Appearing for work on time;

Following directions from a supervisor;

Working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly; and

Establishing and maintaining effective working relationships with staff, other City employees, members of the building trades and the public.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Five (5) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes and two (2) years of supervisory experience.

Education: Equivalent to a Bachelor's degree (minimum 120 units) in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field.

OR

Experience: Seven (7) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes and two (2) years of supervisory experience.

Education: Equivalent to an Associate's degree (minimum 60 units) in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field.

License/Certificates:

Due to the performance of some field duties which requires the operation of a personal or City vehicle, a valid and appropriate California driver's license and acceptable driving record are required.

Possession of International Code Council (ICC) or California Building Officials (CALBO) certification as a Building Inspector or Plans Examiner is required at the time of application. International Code Council (ICC) certification as a Building Official is required within six (6) months of appointment.

Possession of Certified Access Specialist (CASp) certification by the State of California Division of State Architecture as an expert in disability access laws is highly desirable.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Management and Confidential Group
Revision Date: September 2007
Revision Date: May 21, 2024

BUILDING OFFICIAL ~~SAFETY MANAGER~~ (AT-WILL)

DEFINITION: Under general direction, plans, manages, supervises and coordinates the activity and operation of the Building and Safety ~~-~~Division, Code Enforcement Division~~, and serves as the City"s Building Official.~~

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Community Development Director. Provides direct supervision to administrative, technical and support staff.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Plans, manages and coordinates the activity and operation of the Building and Safety and Code Compliance ~~Division~~; determines and develops policies and procedures for the Building Safety Division activities including checking plans, issuing permits and inspecting buildings for structural, electrical, mechanical, plumbing, zoning and fire prevention in compliance with state and federal laws, local codes, ordinances and regulations; tracks construction activity, permits issued and plan checks completed; may personally perform a variety of difficult plan checking activities;~~-~~

Develops and improves processes to ensure the highest level of overall customer service experience through the City's development process; Directs staff to provide the best customer service possible within appropriate policies, procedures and specifications;~~-~~

Researches, analyzes and interprets code requirements, new materials and methods of construction; resolves field, design and office problems regarding the application or interpretation of codes and regulations;~~-~~

Prepares, implements and monitors the Division budget; tracks revenue and expenditures; administers Developer Deposit Trust Accounts and Impact Fees; oversees the work of consultants in related activities

Provides leadership, program development, management and coordination of programs and services; serves as liaison with the community, members of the building trades, professional groups and other external contacts and resources for the City;~~-~~

Coordinates Division activities with other programs, departments or staff to ensure program delivery according to appropriate policies, procedures and specifications;~~-~~

Resolves discrepancies or procedural problems and responds to program management and/or program delivery questions ensuring necessary follow-up occurs; controls program records for operational and budget accountability~~;~~.

Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy~~;~~.

Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with the Director and Human Resources~~;~~.

Regularly and predictably attends works; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

~~Knowledge of principles~~ Principles and practices of building safety, plumbing, electrical and mechanical systems~~;~~.

~~Knowledge of~~ California Building Standards ~~Code including~~Code including building, mechanical, electrical, plumbing, fire, disability access, and other state codes~~;~~.

~~Knowledge of~~ El Segundo Municipal Code, including zoning code~~;~~.

~~Knowledge of plan~~ Plan checking methods and techniques~~;~~.

~~Knowledge of methods~~Methods, materials, techniques and practices employed in building inspection, design and construction~~;~~.

~~Knowledge of budget~~ Budget preparation and implementation~~;~~.

Project management principles and practices;

~~Knowledge of computer~~ Computer permit systems and ability to identify and generate required reports~~;~~.

~~Knowledge of the principles~~ Principles and practices of effective management and supervision training, personnel management and performance evaluation~~;~~.

~~Knowledge of project Project management principles and practices;~~

English grammar, spelling vocabulary, and punctuation;

Safe work practices;

Business and report writing; and

Modern office practices, methods, procedures, and equipment.

Skill in:

~~Skill in conducting~~ Conducting complex building inspections and plans checks;~~.~~

~~Skill in reading~~ Reading complex blueprints/specifications and determining compliance with codes;~~.~~

~~Skill in program~~ Program development, implementation and evaluation;~~.~~

~~Skill in assessing~~ Assessing objectives and operational requirements to develop and implement appropriate operational plans, policies and procedures;~~.~~

~~Skill in managing~~Managing, developing, motivating and evaluating staff;~~.~~

~~Skill in managing~~ Managing special projects, activities and programs;~~.~~

~~Skill in conducting~~ Conducting research and preparing clear, concise and comprehensive reports;~~.~~

~~Skill in understanding~~ Understanding and applying complex regulations, procedures and guidelines;~~.~~
~~Skill in communicating~~ Communicating effectively orally and in writing;~~.~~

~~Skill in using~~ Using personal computers and job related software;~~.~~

Accepting constructive criticism;

Understanding and following posted work rules and procedures;

Appearing for work on time;

Following directions from a supervisor;

~~Skill in working~~ Working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly ;~~.~~and

~~Skill in establishing~~ Establishing and maintaining effective working relationships with staff, other City employees, members of the building trades and the public.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Five (5) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes and two (2) years of supervisory experience.

Education: Equivalent to a Bachelor's degree (minimum 120 units) in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field.

OR

Experience: Seven (7) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes and two (2) years of supervisory experience.

Education: Equivalent to an Associate's degree (minimum 60 units) in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field.

~~Bachelor's degree from an accredited college or university in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field; and five (5) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience in building inspection, plan review and enforcement of building codes and two (2) years of supervisory experience; an equivalent combination of education and experience may be considered.~~

~~Licensing~~License/~~Certification~~ Certificates ~~Requirements~~:
Due to the performance of some field duties which requires the operation of a personal or City vehicle, a valid and appropriate California driver's license and acceptable driving record are required.

Possession of International Code Council (ICC) or California Building Officials (CALBO) certification as a Building Inspector or Plans Examiner is required at the time of application. ~~Official~~ International Code Council (ICC) certification as a Building Official is required within six (6) months of appointment.

Possession of Certified Access Specialist (CASp) certification by the State of California Division of State Architecture as an expert in disability access laws is highly desirable.

~~Possession of a valid California driver's license.~~

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Management and Confidential Group
Revision Date: September 2007

City of El Segundo
Building Official ~~Safety Manager~~ (At-Will)
Job Class Code:

Revision Date: May 21, 2024

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR FULL TIME JOB CLASSIFICATIONS

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

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

Classification	Monthly Salary Range
Media Specialist	$6,049.43 - $7,353.12
Building Official	$11,236.58 - $14,292.92

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 May 21, 2024 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 21st day of May, 2024

_____
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 _____, 2024, 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: May 21, 2024
Agenda Heading: Staff Presentations
Item Number: D.21

TITLE:

United States Department of Homeland Security 2023 Urban Area Security Initiatives Grant Program Award and Subaward Agreement with the City of Los Angeles

RECOMMENDATION:

1. Authorize the City Manager to execute a subaward agreement with the City of Los Angeles and accept a 2023 Urban Area Security Initiatives Grant for $251,765 towards the purchase of an armored rescue vehicle for an estimated total cost not to exceed $458,379.

2. Authorize the use of an additional $206,614 from Asset Forfeiture to cover the remaining amount necessary to complete the purchase of the armored rescue vehicle, which includes a 15% contingency of $26,950 added to the Asset Forfeiture amount to account for potential cost increases before the City's purchase is finalized.

3. Authorize the City Manager or designee to execute documentation, approved as to form by the City Attorney, necessary to effectuate the armored rescue vehicle purchase.

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

FISCAL IMPACT:

Funds will be appropriated during the FY 2024-25 budget process. The Federal Urban Area Security Initiatives ("UASI") Grant Program is a reimbursable grant. The upfront cost of $251,765 will come from City reserves until the funds are reimbursed per the agreement.

UASI Grant Revenue Account 124-300-3101-6411 - budgeted for $251,765 in FY 2024-25
UASI Grant Expenditure Account 124-400-3101-6411 - budgeted for $251,765 in FY 2024-25

The remaining funds needed to purchase the vehicle ($206,614) will come from the Asset Forfeiture Expenditure Account (109-400-3109-8105), which includes a 15% contingency of $26,950 added to the Asset Forfeiture amount to account for potential cost increases before the City's purchase is finalized.

BACKGROUND:

In October 2022, the El Segundo Police Department ("ESPD") applied for the 2023 UASI Grant Program with an application totaling $348,355 to purchase an armored rescue vehicle. In November 2022, ESPD received notice that the law enforcement working group approved the application with the reduced amount of $251,765. The projects were then presented to the UASI Approval Authority for final approval at the December 6, 2022 meeting. A motion was passed to approve the UASI 2023 projects and funding allocations as presented. The remaining funds needed to purchase the vehicle ($206,614) will come from the ESPD Asset Forfeiture Expenditure Account, which includes a 15% contingency of $26,950 added to the Asset Forfeiture amount to account for potential cost increases before the City's purchase is finalized.

The primary purpose of the UASI Grant Program is to provide financial assistance to dense urban areas with high concentrations of people, high-visibility targets, and critical infrastructure to help those areas improve their ability to prevent, protect against, respond to, and recover from threats or acts of terrorism. This financial assistance can be used to support the purchase of homeland security equipment, as well as the costs of planning, training, exercises, limited operational costs, and grant administration. The Department of Homeland Security ("DHS") awards UASI funds by using a discretionary risk-based formula and assessing the effectiveness of each applicant's proposed solutions to address these risks. The UASI Grant Program is overseen by the State Administrative Agency ("SAA"), which is the California Governor’s Office of Emergency Services ("Cal OES"). The grant is then administered by the Mayor’s Office of Public Safety, as designated by Cal OES, on behalf of the participating local area jurisdictions that comprise the Los Angeles/Long Beach Urban Area.

DISCUSSION:

From January 2019 to January 2023, the El Segundo Police Department's Special Weapons and Tactics ("SWAT") Team has required a rescue vehicle 19 times to satisfy the needs of a mission. An obstacle the SWAT Team will overcome with this equipment purchase is the need to request a rescue vehicle from a neighboring agency. Many times, the neighboring agency's armored vehicle is not available or down for maintenance. A request for a rescue vehicle on a mutual aid basis could take anywhere from 30 minutes to an hour. With our own rescue vehicle, this response time could be reduced to minutes.

The unique feature of the vehicle is that it is an armored rescue vehicle with advanced life support and firefighting capabilities. No other South Bay agency has a rescue vehicle with these capabilities, and it is large enough to provide emergency medical treatment inside the vehicles cabin. The vehicle will allow the SWAT Team to coordinate efforts to respond to and recover from emergencies in Regional Area "G" Mutual Aid.

Goals for this purchase would be to:

1. Deploy the rescue vehicle multiple times a year during large-scale public events as part of the SWAT Security Reaction Team.
2. Train with neighboring agencies such as Hawthorne PD SWAT, Manhattan Beach PD SWAT, and Gardena PD SWAT.
3. Train El Segundo PD and El Segundo FD members on the use of the armored rescue vehicle with advanced life support and firefighting capabilities.
4. Provide mutual support to surrounding agencies.

The rescue vehicle would be added to the list of military equipment used to meet California Assembly Bill No. 481 requirements.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared community.

PREPARED BY:
Julissa Solano, Sr. Management Analyst
REVIEWED BY:
Saul Rodriguez, Police Chief
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Subaward Agreement City of El Segundo



SUBAWARD AGREEMENT

Subrecipient: City of El Segundo

Title: FY 2023 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

City of Los Angeles Contract Number _____

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EXHIBITS

Exhibit A DHS Standard Conditions

Exhibit B 2023 Standard Assurances for all Cal OES Federal Grant Programs

Exhibit C Financial Management Forms Workbook

Exhibit D Modification Request and Reimbursement Request Forms

Exhibit E CalOES Forms

Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF EL SEGUNDO

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and The City of El Segundo ("El Segundo"), (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR § 200.38, and used in this Agreement) is the Fiscal Year (FY) 2023 Urban Area Security Initiative Grant Program FAIN #EMW-2023-SS-00042, CFDA #97.067, Federal Award Date September 1, 2023, having a period of performance from September 1, 2023 through May 31, 2026 This is not a "Research & Development" award as defined in 2 CFR Sections 200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR Sections 200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR § 200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR Section 200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of $53,932,030.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	**$ 251,765**
Subaward Period of Performance ("Term"):	**September 1, 2023**

to May 31, 2026

Match Requirement: **None**

Subrecipient Identifier: _____

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Brian K. Williams, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: brian.k.williams@lacity.org

Party:	City of El Segundo
Authorized Representative:	Julissa Solano
Authorized Department:	El Segundo Police Department
Address, Phone, Fax, E-mail:	348 Main Street, El Segundo, CA 90245 Email: Jsolano@elsegundo.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 23-0690, _____).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
c. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2023 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2023 DHS Standard Terms and Conditions ("DHS Standard Conditions") **(Exhibit A),** (3) FEMA Information Bulletins ("IB"), (4) CalOES 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2023 Standard Assurances for CalOES Federal Grant Programs ("CalOES Assurances") **(Exhibit B),** (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http:///www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward **(Exhibit C).**

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR § 200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.

D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation ("EHP") request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES ***prior*** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.

E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR Section 315 and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR § 200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a “fixed amount award” as such term is defined in 2 CFR Section 200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR Section 200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as **Exhibit D**) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the “Reimbursement Request”). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for COVID-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient may be required to provide supporting documentation that certifies a reduction in non-Federal resources that occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Sections 3729 to 3733, which sets forth that no subgrantee, recipient or

subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement, or advance. Subrecipient agrees to be subject to the administrative remedies under 38 U.S.C. Sections 3801 to 3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508, 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.214 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.) and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub.L. No. 110-325) and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. Section 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR

Part 40, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act (Pub.L. No. 109-282) and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000 (as amended by 22 U.S.C. § 7104).

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements set forth in California Labor Code Section 3700 et seq.

L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable Only to Federally-Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act (5 U.S.C. § 552) and the California Public Records Act (Gov. Code, § 6250 et seq.) to certain information as more fully set forth in the *California Public Records Act and Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS* section and *Use of DHS Seal, Logo, and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals, logos, and flags.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall comply with the *Conflict of Interest* section, which requires Subrecipient to establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code Sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1) Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of 1990, (3) Terrorist Financing (E.O. 13224), (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections* and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 23 Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See § 2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338.

X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200. which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.

Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA) enacted as part of the Infrastructure Investment and Jobs Act § 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005 ensuring “the future is made in all of America by all of America’s Workers.” This provision requires that “all of the iron, steel, manufactured products, and construction materials” used in the project are produced in the United States.

Z. Subrecipients shall ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) to prevent, protect against, mitigate, respond to and recover from incidents.

AA. Subrecipient shall comply with the National Cybersecurity Review (NCSR) assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additional information may be found in IB 439 and 429a

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR Section 200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR Sections 200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR Section 200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR Section 200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR Section 200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR Section 200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR Section 200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR Section 200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR Section 200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (**Exhibit F**) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR Section 200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR Section 200.307.

G. Subrecipients may consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines.

H. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR Sections 200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR § 200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR § 200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR § 200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR § 200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment

and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR Section 200.316.

I. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR Sections 200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.
9. Threat Hazard Identification and Risk Assessment requirement is to be submitted every three years also an annual capability assessment will still be required.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR Section 200.326.

J. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR Section 200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance

expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR Sections 200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR Sections 200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR Section 200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR Section 200.331(b).

K. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR Sections 200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR Section 200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR Sections 200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

L. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

M. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR § 200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

N. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR Section 200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR Section 200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR Section 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR Section 200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR Section 200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR Section 200.339. Subrecipient shall have the right to terminate

the Subaward only as set forth in 2 CFR Section 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-two (22) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By _____ Barak Vaughn, Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES KAREN BASS, Mayor By _____ Karen Bass, Mayor Date _____
ATTEST: HOLLY L. WOLCOTT, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ [Attorney] Date _____	For: City of El Segundo By _____ Date _____
ATTEST: By _____ Date _____	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #23-0690; Date of Approval: _____
City Contract Number: _____

EXHIBIT A

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and
2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT B

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

Initials _____

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—

be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds,

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EXHIBIT C

	Line #				Project Information										
National Priority	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Department	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	
														$	251,765.00
	P	25	207	56	IJ-3	El Segundo	Police	Armored Tactical and Multipurpose Response/Recovery Vehicle	HSGP-UASI	LE	Equipment	CBRNE Incident Response Vehicle		$	251,765.00

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the $ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Grant Specialist to complete		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	$ -		*Equipment Ledger*		*EHP*	
Revised Amount	$ -		*Training Ledger*		*Sole Source*	
Amendment Y/N?			*Organization Ledger*		*EOC*	
25% Increase	$ -		*Planning Ledger*		*Watercraft*	
Council/14.8 Y/N?			*Exercise Ledger*		*Aircraft*	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
From											$ -		
From											$ -		
From											$ -		
From											$ -		
From											$ -		
										Total:	$ -		

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
										Total:	$ -		

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

EXHIBIT E

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____ Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____ Aviation Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.

5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____

(Name) (Signature)

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.

5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.

6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____

(Name) (Signature)

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
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PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process***. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: https://www.fema.gov/environmental-planning-and-historic-preservation-compliance

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (**Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx**).*

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

   a. Specify the equipment, and the quantity of each: _____

   b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

   c. Complete Section D.

2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): _____

   b. Provide the location of the training (physical address or latitude-longitude): _____

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

   - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
   - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____
   - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
   - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
   - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

   d. Would any equipment or structures need to be installed to facilitate training? _____

   - If yes, complete Section D

3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

a. Provide capacity of the generator (kW): _____

b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____

c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____

d. Complete Section D.

5. ☐ **New construction/addition.**

a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____

b. Provide technical drawings or site plans of the proposed project: ☐ Attached

c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____

b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____

d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____

- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____

e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____

f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____

g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____

h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

- Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

- If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

- If yes, provide Registration #: _____

- If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

- If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

- If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site: _____

2. ☐ **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/ ☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
- Labeled, color aerial photographs of the project site: ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/ structure is more than 45 years old): ☐ Attached

b. Are there technical drawings or site plans available? ☐ Yes ☐ No

- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document prepared for this project? ☐ Yes ☐ No

- If yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)1 or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.1 Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,1 this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

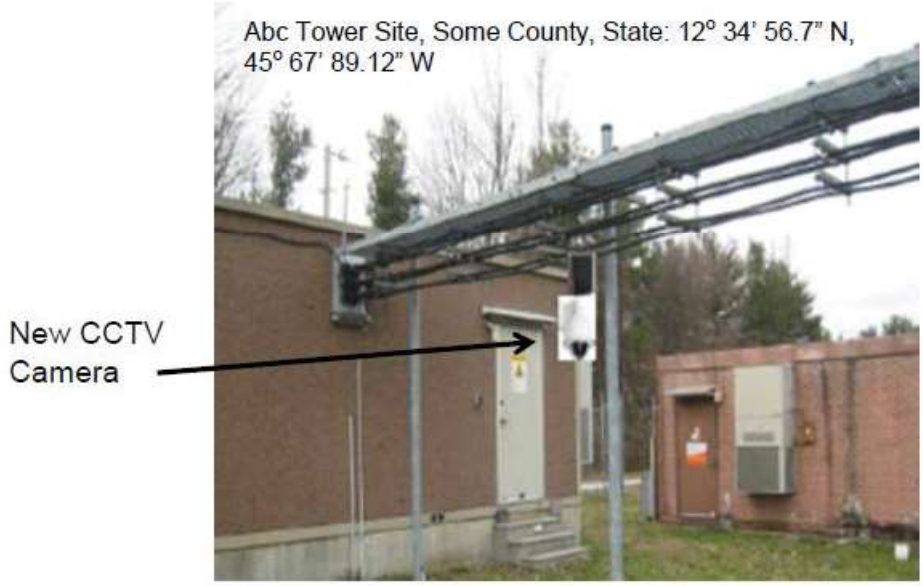


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

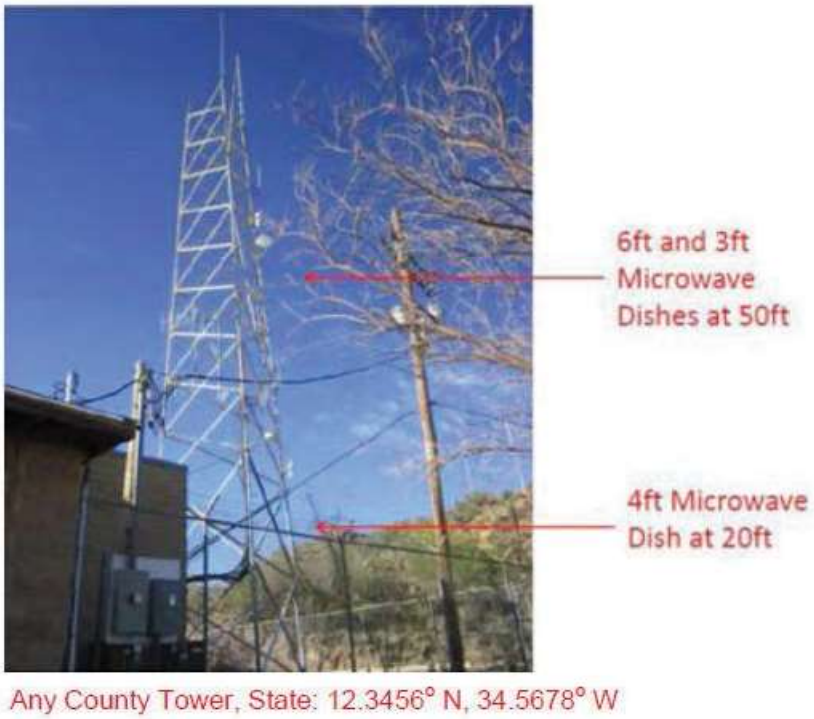


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

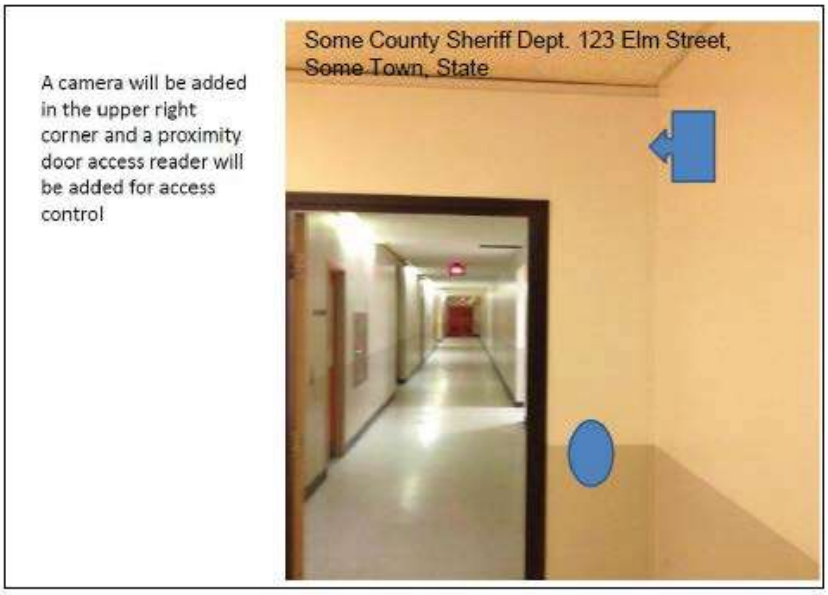


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

Non-Competitive Procurement Request

Information and Instructions

A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts may include goods as well as services, and this definition will also apply to those circumstances (see Subrecipient Handbook (SRH) Section 6.045).

All non-competitive procurements for contracted services or purchased goods greater than $10,000 must be justified and have prior written approval by Cal OES.

Complete this form and include the required narrative justification (as an attachment) addressing each of the elements outlined in SRH Section 6.045. The Grant Subaward Director, or their designee identified on the Grant Subaward Signature Authorization (Cal OES Form 2-103), must sign this form.

This form can be submitted as part of the Grant Subaward Application and/or with a Grant Subaward Modification (Cal OES Form 2-223), if not previously approved as part of the Grant Subaward Application.

Non-Competitive Procurement Request

Grant Subaward #: _____

Subrecipient: _____

Total Procurement Amount: $_____ Procurement: _____

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES ☐ NO ☐

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

_____	_____	_____
Grant Subaward Director Name	Grant Subaward Director Signature	Date

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

	Yes	N/A
• Description of the product of service being procured	☐	☐
• Description of why it is necessary to procure the good or service in a non-competitive manner	☐	☐
• Addresses all elements for one or more of the following		
➢ The good or services is available only from one source	☐	☐
➢ Public exigency or emergency for the required equipment will not permit a delay	☐	☐
➢ Competition is determined inadequate after solicitation	☐	☐

☐ Approved ☐ Denied

_____ _____
Program Specialist Signature Date

☐ Approved ☐ Denied

_____ _____
Unit Chief Signature Date

EXHIBIT F

Mayor's Office of Public Safety
City of Los Angeles
Subrecipient Grants Management Assessment

Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY 23						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	**Scoring**
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	**Scoring**
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	**Scoring**
9. Did the organization receive more than $750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	**Scoring**
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
					Final Score	

Name/Title of Preparer	Signature	Date
Name/Title of Mayor's Office Reviewer #1	Signature	Date
Name/Title of Mayor's Office Reviewer #2	Signature	Date

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Staff Presentations
Item Number: D.22

TITLE:

Proposed Scope of Work for a General Plan Land Use Element Update Request for Proposals

RECOMMENDATION:

1. Discuss and provide direction to staff regarding the scope of work for an upcoming General Plan Land Use Element update request for proposals.

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

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

California state law requires every city and county to include a General Plan Land Use Element, one of seven essential components of the City's General Plan. The Land Use Element has the broadest scope of all the General Plan elements, designating the general distribution, location, and extent of land use, encompassing housing, business, industry, agriculture, open space, public facilities, and other categories of public and private uses within the city. The Land Use Element also sets standards for population density and building intensity.

El Segundo's Land Use Element was last comprehensively updated in 1992. It does not reflect current population trends, economic conditions, or development. An outdated Land Use Element leads to continued implementation of outdated policies, inefficient land use and resource allocation, and can contribute to stagnant development due to investment uncertainty. An outdated element lacks current housing and traffic congestion data, does not address modern environmental concerns and principles, and hinders economic development by failing to capitalize or address emerging economic trends.

A draft request for proposal ("RFP") was developed by staff to obtain the services of a qualified consulting team to assist in updating the City's Land Use Element. Prior to issuing the RFP, staff is seeking City Council feedback on the scope of work to ensure all priorities of City Council are considered and included.

DISCUSSION:

Staff is asking for City Council feedback on the scope of work to obtain the services of a qualified consulting team to assist the City update the Land Use Element.

Scope:

1. Summary of Existing Conditions

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

2. Technical Analysis

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

- Document existing conditions to analyze: socioeconomic data, existing land uses and fiscal implications, and existing regulations and infrastructure that support business growth and expansion. The analysis would relate these conditions to local, regional, and national economic growth sectors, trends, and opportunities, identifying opportunities for sustainable job growth.

- Provide a place-based analysis of the potential value of major prospective project sites and recommendations for commercial corridors, including associated infrastructure and service demands and public service costs, to inform public and/or public–private partnership investment opportunities.

- Identify potential approaches to working with the private sector to achieve shared objectives and potential funding sources for economic development

programs and projects that will help build long-term economic development.

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

ii. Other CEQA-required Technical Studies

3. Land Use Alternatives Analysis

Based on the community's vision, the findings of the existing conditions analysis, and other qualitative and quantitative factors may lead to a need to identify land use alternatives. A report should evaluate how the alternatives meet the community's vision relative to identified City goals as well as evaluate the environmental, equity, health, and economic impacts for each. The report should include recommended policies and strategies for element implementation that support the preferred land use alternative to address the community's vision. In particular, the city is interested in evaluating existing land use regulations that are not conducive to current market conditions, and promoting and enhancing development opportunities east of Pacific Coast Highway to ensure continued growth of tax generating uses. Any new zoning district recommendation must include a land use tabulation that summarizes:

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

4. Environmental Impact Report

Prepare all required analysis for California Environmental Quality Act (CEQA) compliance.

5. Hearings, Meetings, and Events

Proposals should reflect the time required to prepare for and attend, at a minimum:

- Monthly checking/coordination meetings with City staff, with an appropriate mix of in-person meetings and conference calls

- 10 community meetings/events
- 10 City Council meetings
- Planning Commission meetings
- 2 City Council hearings
- 1 internal project kick-off meeting with City staff
- 1 CEQA scoping meeting
- Attendance and presentation at technical advisory body meetings as required

6. Zoning Code and Map Consistency Recommendations

Prepare recommendations for Zoning Code and Map amendments necessary to implement the element and ensure consistency with other elements' goals, policies, and programs. The recommendations should be provided as a summary matrix of issues that require attention, a list of next steps, and potential zoning map amendments.

Cost:

Staff surveyed surrounding cities to find a range of general plan updates and element updates. The scope for a general plan update varies widely among local agencies. However, within the last several years, staff found that the cost ranges between $200,000 to $1,200,000.

Timeline:

Staff anticipates the entire duration of the land use element update to be completed within 18-24 months, from issuing the RFP to the completion and adoption of the updated Land Use Element.

With the City Council's feedback, specific to the review proposal, scope, cost, timeline, and RFP schedule, staff will finalize and issue the RFP, anticipated in July 2024.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

the community.

PREPARED BY:
Michael Allen, Community Development Director
REVIEWED BY:
Michael Allen, Community Development Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None

City Council Agenda Statement

Meeting Date: May 21, 2024
Agenda Heading: Committees, Commissions and Boards Presentations
Item Number: E.23

TITLE:

El Segundo Senior Citizens Housing Corporation Board Annual Report Update and Funding Request for Reserves

RECOMMENDATION:

1. Receive and file an annual update and presentation from the Senior Citizens Housing Corporation Board.

2. Provide staff direction regarding the Senior Citizens Housing Corporation Board's request for an allocation of $200,000 per year to the Fund 504 (Senior Housing Fund) reserves to cover future needs at Park Vista and adhere to established reserve guidelines.

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

FISCAL IMPACT:

A potential financial impact to the City's General Fund would be $200,000 transferred annually to Fund 504 (Senior Housing Fund) reserves, should City Council approve this commitment.

BACKGROUND:

On September 20, 2022, the Senior Citizens Housing Corporation Board provided City Council a presentation on the status of Park Vista. At that meeting, the Board requested City Council to:

1. Formally dedicate Fund 504 (Senior Housing Fund) solely for Park Vista;
2. Grant the Board the authority to increase parking rates by 2% per annum until canceled;
3. Continue allowing the Board to raise rents on current residents by up to 2%; and,
4. Increase rental rate for new, incoming tenants to 65% of market rate effective

1/1/2023 for new tenants.

After Council discussion, City Council voted to grant the Board the authority to increase parking rates by 2% per annum until canceled and increase rental rate for new, incoming tenants to 65% of market rate effective 1/1/2023 for new tenants. No action was taken on the other two requests.

DISCUSSION:

After considering various fiscal impacts on Park Vista's operating budget and Fund 504 (Senior Housing Fund) reserves, the Board is including a request of City Council to ensure a more sustainable economic future for the Park Vista facility. Specifically, the Board requests that the City Council allocate $200,000 per year to Fund 504 reserves to cover future needs at Park Vista and adhere to established reserve guidelines. The attached presentation highlights this request, which will be further elaborated by Board President Lanyi during the presentation.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:
Eduardo Schonborn, AICP, Planning Manager
REVIEWED BY:
Michael Allen, Community Development Director
APPROVED BY:
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Senior Citizens Housing Corporation Board Presentation
2. City Council Minutes (September 20, 2022)

Park Vista: State of the Union

Paul Lanyi for the PV Board
May 21, 2024

Overview

Background

Current State

Future Challenges

Options

Board Discussions/Decisions

City Council To Consider

Park Vista Background

- Senior living facility owned by the City of El Segundo
- Built in 1987
- 97 residential units
- Rent for **new** rentals at 60% of market rate per month
  - 1 bedroom = now, $1142 vs $960/month last year
  - Studio = now $846 vs $705/month last year
- On average 4 units turn each year
- Approximately 65% of 97 units not paying 50% of market rates

Park Vista Background (2)

- Rent increases of 1 - 2% have been passed annually in the last 15 years (except two years)
- Delighted to have Paul Chung City Finance Director and Elias Sasson Director of Public Works working with us to help craft financial projections
- Major plumbing projects expected to happen in 2022/2023 pushed out to 2033/2034 (~$1.3M but with 5% expected increase in costs)

Park Vista

The Good News?

- Financially stable
- Came through Covid intact

The Bad News?

- None

Future Challenges

- Over $6M worth of projects identified in Replacement Reserves Report developed by the City to be accomplished by 2035
- Forecasts include 2% cost increases, but water running at 5%+
- Park Vista, under current practices and plans and using Senior Housing Fund 504 (controlled by the City) will stay within the City Finance recommended reserves until 2034 and then fall below recommended reserves

Financials 1 - assumes 2% CPI and $200K from the City in 2024

Park Vista 20-year Forecast (Scenario: $200,000 annual contribution from GF)

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Revenue	$923,304	$966,524	$1,020,745	$1,072,990	$1,123,279	$1,174,635	$1,224,078	$1,283,029	$1,344,312	$1,406,820	$1,470,578	$1,533,212	$1,599,546	$1,660,007	$1,729,021	$1,799,416	$1,871,218	$1,944,456	$2,019,159	$2,095,357	$2,173,078
Expenses	($711,366)	($737,138)	($764,050)	($792,079)	($821,287)	($851,702)	($883,391)	($916,411)	($950,824)	($986,691)	($1,024,092)	($1,063,084)	($1,103,726)	($1,146,108)	($1,190,309)	($1,236,411)	($1,284,503)	($1,334,677)	($1,387,027)	($1,441,595)	($1,495,758)
Net	**$285,000**	**$229,386**	**$256,694**	**$280,910**	**$301,992**	**$322,933**	**$340,687**	**$366,618**	**$393,488**	**$420,129**	**$446,486**	**$470,128**	**$495,820**	**$513,899**	**$538,713**	**$563,004**	**$586,715**	**$609,780**	**$632,132**	**$653,761**	**$677,320**
Capital Expense	$0	$0	($36,000)	($397,000)	($224,000)	($737,000)	($125,000)	($131,319)	($380,436)	($26,250)	($1,297,789)	($1,297,789)	($916,326)	($1,045,970)	($761,387)	($770,242)	($588,117)	($250,000)	($250,000)	($250,000)	($250,000)
Transfer in From Fund 504	$0	$0	$26,250	$35,272	$0	$234,868	$0	$131,139	$0	$26,250	$125,000	$100,000	$100,000	$100,000	$0	$0	$0	$0	$0	$0	$0
Return to Equity	**$285,000**	**$229,386**	**$246,944**	**($80,818)**	**$77,992**	**($179,199)**	**$215,687**	**$366,438**	**$13,052**	**$420,129**	**($726,303)**	**($727,661)**	**($320,506)**	**($432,071)**	**($222,674)**	**($207,238)**	**($1,402)**	**$359,780**	**$382,132**	**$403,761**	**$427,320**
Beginning Equity	$1,747,000	$2,032,000	$2,261,386	$2,508,331	$2,427,513	$2,505,505	$2,326,306	$2,541,993	$2,908,431	$2,921,483	$3,341,612	$2,615,309	$1,887,648	$1,567,142	$1,135,071	$912,397	$705,159	$703,757	$1,063,537	$1,445,669	$1,849,431
Ending Equity	**$2,032,000**	**$2,261,386**	**$2,508,331**	**$2,427,513**	**$2,505,505**	**$2,326,306**	**$2,541,993**	**$2,908,431**	**$2,921,483**	**$3,341,612**	**$2,615,309**	**$1,887,648**	**$1,567,142**	**$1,135,071**	**$912,397**	**$705,159**	**$703,757**	**$1,063,537**	**$1,445,669**	**$1,849,431**	**$2,276,751**
Transfer in From Fund 001	$200,000	$200,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City's 504 Fund ($960,000 in 2021)	$837,266	$1,037,266	$1,011,016	$975,744	$975,744	$740,876	$740,876	$609,737	$609,737	$583,487	$458,487	$358,487	$258,487	$158,487	$158,487	$158,487	$158,487	$158,487	$158,487	$158,487	$158,487
Total Funds Available to Park Vista	**$2,869,266**	**$3,298,652**	**$3,519,347**	**$3,403,257**	**$3,481,249**	**$3,067,182**	**$3,282,869**	**$3,518,168**	**$3,531,220**	**$3,925,099**	**$3,073,796**	**$2,246,135**	**$1,825,629**	**$1,293,558**	**$1,070,884**	**$863,646**	**$862,244**	**$1,222,024**	**$1,604,156**	**$2,007,918**	**$2,435,238**
Recommended Reserve: 10% of operating expense + 2 years of capital	$71,137	$109,714	$509,405	$700,208	$1,043,129	$947,170	$344,658	$603,396	$501,768	$1,422,708	$2,697,987	$2,320,423	$2,072,668	$1,921,967	$1,650,660	$1,482,000	$966,567	$633,468	$638,703	$394,160	$399,576
Over or (under) recommended reserves	$2,798,129	$3,188,939	$3,009,942	$2,703,049	$2,438,121	$2,120,012	$2,938,211	$2,914,772	$3,029,452	$2,502,390	$375,808	($74,289)	($247,040)	($628,409)	($579,775)	($618,353)	($104,322)	$588,556	$965,454	$1,613,758	$2,035,662

Revenue Assumptions: 2% increase in rents (2022-2042), 2% in parking fee every year, 4 units turning over per year & new tenants assessed at 65% of market rate beginning in 2023 (2023 - 2042)
Expense Assumptions: 2% annual increase for management contract, 3% for utilities (water at 5%), 5% for all other expenses
Capital Assumptions: Based on the City's independent facility assessment plan of Park Vista; conducted by the City's Public Works Department

Financials 1 - assumes 2% CPI and $200K from the City in 2024

	2034	2035	2036	2037	2038	2039
Revenue	$1,533,212	$1,599,546	$1,660,007	$1,729,021	$1,799,416	$1,871,218
Expenses	($1,063,084)	($1,103,726)	($1,146,108)	($1,190,309)	($1,236,411)	($1,284,503)
Net	**$470,128**	**$495,820**	**$513,899**	**$538,713**	**$563,004**	**$586,715**
Capital Expense	($1,297,789)	($916,326)	($1,045,970)	($761,387)	($770,242)	($588,117)
Transfer in From Fund 504	$100,000	$100,000	$100,000	$0	$0	$0
Return to Equity	**($727,661)**	**($320,506)**	**($432,071)**	**($222,674)**	**($207,238)**	**($1,402)**
Beginning Equity	$2,615,309	$1,887,648	$1,567,142	$1,135,071	$912,397	$705,159
Ending Equity	**$1,887,648**	**$1,567,142**	**$1,135,071**	**$912,397**	**$705,159**	**$703,757**
Transfer in From Fund 001	$0	$0	$0	$0	$0	$0
City's 504 Fund ($960,000 in 2021)	$358,487	$258,487	$158,487	$158,487	$158,487	$158,487
Total Funds Available to Park Vista	**$2,246,135**	**$1,825,629**	**$1,293,558**	**$1,070,884**	**$863,646**	**$862,244**
Recommended Reserve: 10% of operating expense + 2 years of capital	$2,320,423	$2,072,668	$1,921,967	$1,650,660	$1,482,000	$966,567
Over or (under) recommended reserves	($74,289)	($247,040)	($628,409)	($579,775)	($618,353)	($104,322)

Financials 2 - assumes 2% CPI and $200K annually from the City

Park Vista 20-year Forecast (Scenario: $200,000 annual contribution from GF)

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Revenue	$923,304	$966,524	$1,020,745	$1,072,990	$1,123,279	$1,174,635	$1,224,078	$1,283,029	$1,344,312	$1,406,820	$1,470,578	$1,533,212	$1,599,546	$1,660,007	$1,729,021	$1,799,416	$1,871,218	$1,944,456	$2,019,159	$2,095,357	$2,173,078
Expenses	($711,366)	($737,138)	($764,050)	($792,079)	($821,287)	($851,702)	($883,391)	($916,411)	($950,824)	($986,691)	($1,024,092)	($1,063,084)	($1,103,726)	($1,146,108)	($1,190,309)	($1,236,411)	($1,284,503)	($1,334,677)	($1,387,027)	($1,441,595)	($1,495,758)
Net	**$285,000**	**$229,386**	**$256,694**	**$280,910**	**$301,992**	**$322,933**	**$340,687**	**$366,618**	**$393,488**	**$420,129**	**$446,486**	**$470,128**	**$495,820**	**$513,899**	**$538,713**	**$563,004**	**$586,715**	**$609,780**	**$632,132**	**$653,761**	**$677,320**
Capital Expense	$0	$0	($36,000)	($397,000)	($224,000)	($737,000)	($125,000)	($131,319)	($380,436)	($26,250)	($1,297,789)	($1,297,789)	($916,326)	($1,045,970)	($761,387)	($770,242)	($588,117)	($250,000)	($250,000)	($250,000)	($250,000)
Transfer in From Fund 504	$0	$0	$26,250	$35,272	$0	$234,868	$0	$131,139	$0	$26,250	$125,000	$100,000	$100,000	$100,000	$0	$0	$0	$0	$0	$0	$0
Return to Equity	**$285,000**	**$229,386**	**$246,944**	**($80,818)**	**$77,992**	**($179,199)**	**$215,687**	**$366,438**	**$13,052**	**$420,129**	**($726,303)**	**($727,661)**	**($320,506)**	**($432,071)**	**($222,674)**	**($207,238)**	**($1,402)**	**$359,780**	**$382,132**	**$403,761**	**$427,320**
Beginning Equity	$1,747,000	$2,032,000	$2,261,386	$2,508,331	$2,427,513	$2,505,505	$2,326,306	$2,541,993	$2,908,431	$2,921,483	$3,341,612	$2,615,309	$1,887,648	$1,567,142	$1,135,071	$912,397	$705,159	$703,757	$1,063,537	$1,445,669	$1,849,431
Ending Equity	**$2,032,000**	**$2,261,386**	**$2,508,331**	**$2,427,513**	**$2,505,505**	**$2,326,306**	**$2,541,993**	**$2,908,431**	**$2,921,483**	**$3,341,612**	**$2,615,309**	**$1,887,648**	**$1,567,142**	**$1,135,071**	**$912,397**	**$705,159**	**$703,757**	**$1,063,537**	**$1,445,669**	**$1,849,431**	**$2,276,751**
Transfer in From Fund 001	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
City's 504 Fund ($960,000 in 2021)	$837,266	$1,037,266	$1,211,016	$1,375,744	$1,575,744	$1,540,876	$1,740,876	$1,809,737	$2,009,737	$2,183,487	$2,258,487	$2,358,487	$2,458,487	$2,558,487	$2,758,487	$2,958,487	$3,158,487	$3,358,487	$3,558,487	$3,758,487	$3,958,487
Total Funds Available to Park Vista	**$2,869,266**	**$3,298,652**	**$3,719,347**	**$3,803,257**	**$4,081,249**	**$3,867,182**	**$4,282,869**	**$4,718,168**	**$4,931,220**	**$5,525,099**	**$4,873,796**	**$4,246,135**	**$4,025,629**	**$3,693,558**	**$3,670,884**	**$3,663,646**	**$3,862,244**	**$4,422,024**	**$5,004,156**	**$5,607,918**	**$6,235,238**
Recommended Reserve: 10% of operating expense + 2 years of capital	$71,137	$109,714	$509,405	$700,208	$1,043,129	$947,170	$344,658	$603,396	$501,768	$1,422,708	$2,697,987	$2,320,423	$2,072,668	$1,921,967	$1,650,660	$1,482,000	$966,567	$633,468	$638,703	$394,160	$399,576
Over or (under) recommended reserves	$2,798,129	$3,188,939	$3,209,942	$3,103,049	$3,038,121	$2,920,012	$3,938,211	$4,114,772	$4,429,452	$4,102,390	$2,175,808	$1,925,711	$1,952,960	$1,771,591	$2,020,225	$2,181,647	$2,895,678	$3,788,556	$4,365,454	$5,213,758	$5,835,662

Financials 2 - assumes 2% CPI and $200K annually from the City

	2034	2035	2036	2037	2038	2039
Revenue	$1,533,212	$1,599,546	$1,660,007	$1,729,021	$1,799,416	$1,871,218
Expenses	($1,063,084)	($1,103,726)	($1,146,108)	($1,190,309)	($1,236,411)	($1,284,503)
Net	**$470,128**	**$495,820**	**$513,899**	**$538,713**	**$563,004**	**$586,715**
Capital Expense	($1,297,789)	($916,326)	($1,045,970)	($761,387)	($770,242)	($588,117)
Transfer in From Fund 504	$100,000	$100,000	$100,000	$0	$0	$0
Return to Equity	**($727,661)**	**($320,506)**	**($432,071)**	**($222,674)**	**($207,238)**	**($1,402)**
Beginning Equity	$2,615,309	$1,887,648	$1,567,142	$1,135,071	$912,397	$705,159
Ending Equity	**$1,887,648**	**$1,567,142**	**$1,135,071**	**$912,397**	**$705,159**	**$703,757**
Transfer in From Fund 001	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
City's 504 Fund ($960,000 in 2021)	$2,358,487	$2,458,487	$2,558,487	$2,758,487	$2,958,487	$3,158,487
Total Funds Available to Park Vista	**$4,246,135**	**$4,025,629**	**$3,693,558**	**$3,670,884**	**$3,663,646**	**$3,862,244**
Recommended Reserve: 10% of operating expense + 2 years of capital	$2,320,423	$2,072,668	$1,921,967	$1,650,660	$1,482,000	$966,567
Over or (under) recommended reserves	$1,925,711	$1,952,960	$1,771,591	$2,020,225	$2,181,647	$2,895,678

Requests of City Council

- Add $200K per year to the 504 Reserves to cover future needs and stay within reserve guidelines established by the City
- If not “grow 504” then what options would the City recommend?

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 20, 2022

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

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Nicol	-	Present
Council Member Giroux	-	Present

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

SPECIAL ORDER OF BUSINESS:

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- MATTER(S)

1. Breck Slover (Retired Fire Fighter) v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ2008178

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code §54956.9(c): -1-matter

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

Employee Organizations: Fire Fighters' Association (FFA), Police Officers' Association (POA), and Supervisory Professional Employee Association (SPEA).

Agency Designated Representative: Irma Moisa Rodriquez, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

Adjourned at 5:45 PM

OPEN SESSION – Mayor Boyles called to order at 6:00 PM

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present

Council Member Pirsztuk - Present
Council Member Nicol - Present
Council Member Giroux - Present

INVOCATION – Rabbi Dovid Lisbon, Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Nicol

SPECIAL PRESENTATIONS: None

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)
Elena Meloni, with New Star Family Justice Center, spoke regarding the Center and its services provided to the South Bay Community. Invited Council to "The Power of Hope", a Domestic Violence Awareness Campaign on Friday, October 7, 2022 at Hawthorne City Hall from 2:30 PM – 4:30 PM.

CITY MANAGER FOLLOW-UP COMMENTS:

1. Police Chief, Jaime Bermudez gave a Public Safety Update and answered Council's questions.

Darrell George, City Manager and Mark Hensley, City Attorney gave an update and answered Council's questions on the Hyperion Wastewater Reclamation Plant regarding the steps being taken since Council declared a State of Emergency and gave direction to initiate litigation against the plant.

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

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

B. CONSENT:

2. Approve Regular City and Special meeting minutes of September 6, 2022.
(Fiscal Impact: None)

3. Approve warrants demand register for August 15, 2022 through August 28, 2022, number 4B and 4C, warrant numbers 3041389 through 3042239, and 9002627 through 9002631. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: $2,864,192.08 ($1,748,802.38 in check warrants and $1,115,389.70 in wire warrants))

4. Authorize City Manager to execute a standard Public Works Contract No. 6493 with DASH Construction in the amount of $999,777 for FY 22-23 Pavement

Rehabilitation of East El Segundo Boulevard from Whiting Street to Illinois Street, and authorize an additional $117,523 for construction related contingencies and authorize the City Manager to execute standard Professional Services Agreement No. 6494 with KOA Corporation in the amount of $77,000 for construction inspection and testing services and authorize an additional $7,700 for construction contingencies. Project No. PW 22-01
(Fiscal Impact: $1,200,000 included in adopted FY 21-22 budget and re-adopted for FY 22-23. The project cost is fully funded by the SB-1 Fund, ($333,550), Measure M Local Return Fund, ($666,450) and Measure R Local Return Fund ($200,000).

5. PULLED BY MAYOR PRO TEM PIMENTEL

6. Authorize the City Manager to sign the Measure M Funding Agreement No. 6495 between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority to receive $4,050,000 Measure M funds and $786,537 in Federal Transportation Earmark Exchange Program Funds to finance the El Segundo Boulevard improvement project, adopt Resolution No. 5362 approving plans and specifications, authorize staff to advertise the project for construction bids, authorize the City Clerk to file a Notice of Exemption (NOE) with the Los Angeles County Clerk in support of the City's determination that the project is exempt from CEQA and authorize the City Manager to execute Professional Services Agreement No. 6496 with MNS Engineers for $65,300 for construction administration during bidding and construction phases. Project No. PW 23-02.
(Fiscal Impact: $7,401,000, the City will receive $4,050,000 in Measure M funds, and $786,537 in Federal Transportation Earmark Exchange funds from the Los Angeles County Metropolitan Transportation Authority. The amount budgeted for the El Segundo Blvd. Improvement Project in the adopted FY 22-23 budget is $1,400,000 from Local Return (Prop C), additional appropriations of $6,001,000 are required and an additional $786,537 will be held in reserve, as detailed: $4,050,000 in revenue account 127-300-0000-3742 (Measure M revenue) to recognize Measure M Grant, $4,050,000 appropriation to 127-400-8203-89xx (Measure M - El Segundo Blvd CIP Project), $1,951,000 appropriation to Proposition C (114-400-8203-89xx - Prop C - El Segundo Blvd CIP Project), $786,537 in revenue account 124-300-4101-37xx (Federal Grant Funds - Federal Earmark Exchange) to recognize the Federal earmark, $786,537 to designated reserve for El Segundo Blvd Imp. Project (124-270-4101-37xx))

7. Authorize the police department to purchase sixty-five (65) TASER 7's for $181,988.60 and replace the X26P TASERS that are currently being used and pursuant to El Segundo Municipal Code 1-7-10, allow staff to purchase tasers through Axon Enterprise, incorporated under an existing contract with NPP (National Purchasing Partners, contract #VH11630.
(Fiscal Impact: $181,988.60, $99,200.00 from the Equipment Replacement Fund and additional appropriation of $82,788.60 from the Asset Forfeiture Fund)

8. Adopt Resolution No. 5363 authorizing acceptance of a $74,901 grant from the California Department of Alcoholic Beverage Control (ABC) for its alcohol

enforcement and education program and authorize the City Manager to execute the associated Grant Agreement No. 6497 with the ABC.
(Fiscal Impact: $74,901. El Segundo to accept from the ABC for participating in the multi-agency use, unexpended grant monies will be returned to ABC after the conclusion of the grant period)

9. Waive second reading and adopt Ordinance No. 1639 amending the El Segundo Municipal Code to reflect revised names of certain departments and positions.
(Fiscal Impact: Funding for the proposed actions was incorporated in the adopted FY 22-23 Citywide budget)

10. Adopt Resolution No. 5364 to continue the City's utilization of relaxed teleconferencing requirements under the Brown Act.
(Fiscal Impact: None)

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk approving Consent Agenda items 2, 3, 4, 7, 8, 9, and 10. MOTION PASSED BY UNANIMOUS VOTE. 5/0

PULLED ITEMS:

5. Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project
Project No. PW 22-16
(Fiscal Impact: $175,000 included in adopted FY 22-23 budget)

Elias Sassoon, Public Works Director answered Council's questions regarding the project.

Council Discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux to adopt Resolution No. 5361 approving plans and specifications for the Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation and authorize staff to advertise the project for construction. MOTION PASSED BY UNANIMOUS VOTE. 5/0

6. El Segundo Boulevard Improvement Project
Project No. PW 23-02
(Fiscal Impact: (Fiscal Impact: $7,401,000, the City will receive $4,050,000 in Measure M funds, and $786,537 in Federal Transportation Earmark Exchange funds from the Los Angeles County Metropolitan Transportation Authority. The amount budgeted for the El Segundo Blvd. Improvement Project in the adopted FY 22-23 budget is $1,400,000 from Local Return (Prop C), additional appropriations of $6,001,000 are required and an additional $786,537 will be held in reserve, as detailed: $4,050,000 in revenue account 127-300-0000-3742 (Measure M revenue) to recognize Measure M Grant, $4,050,000 appropriation to 127-400-8203-89xx (Measure M - El Segundo Blvd CIP Project), $1,951,000 appropriation to Proposition C (114-400-8203-89xx - Prop C - El Segundo Blvd CIP Project),

$786,537 in revenue account 124-300-4101-37xx (Federal Grant Funds - Federal Earmark Exchange) to recognize the Federal earmark, $786,537 to designated reserve for El Segundo Blvd Imp. Project (124-270-4101-37xx))

Elias Sassoon, Public Works Director answered Council's questions regarding this item.

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk authorizing the City Manager to sign the Measure M Funding Agreement No. 6495 between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority to receive $4,050,000 Measure M funds and $786,537 in Federal Transportation Earmark Exchange Program Funds to finance the El Segundo Boulevard improvement project, adopt Resolution No. 5362 approving plans and specifications, authorize staff to advertise the project for construction bids, authorize the City Clerk to file a Notice of Exemption (NOE) with the Los Angeles County Clerk in support of the City's determination that the project is exempt from CEQA and authorize the City Manager to execute Professional Services Agreement No. 6496 with MNS Engineers for $65,300 for construction administration during bidding and construction phases. MOTION PASSED BY UNANIMOUS VOTE. 5/0

C. PUBLIC HEARINGS: None

D. STAFF PRESENTATIONS:

Mayor Boyles and Mayor Pro Tem Pimentel left the dais due to possible conflicts of interest.

11. Smoky Hollow Pilot Parking Project Update
(Fiscal Impact: None)

Elias Sassoon, Public Works Director introduced the item and answered Council's questions.

Giuseppe Canzonieri, PE, VP/Senior Engineer, KOA Corp gave a presentation and answered Council's questions.

Council Discussion

MOTION by Council Member Nicol, SECONDED by Council Member Pirsztuk approving Option 1 (signing and stripping only) with the addition of California Street and directed staff to advance the option. MOTION PASSED BY UNANIMOUS VOTE. 3/0

Recessed at 7:32 PM

Reconvened at 7:41 PM

Mayor Boyles and Mayor Pro Tem Pimentel returned to the dais.

12. Main Street / Imperial Highway Monument Sign
(Fiscal Impact: $450,000, this project was included in the adopted FY 20-21 Capital Improvement Program Budget. The previous conceptual design expenditures and the design cost for this project total $103,660. The remaining balance is $346,340. If the cost of the project (once bid) exceeds the budgeted amount, an additional appropriation would be required)

Elias Sassoon, Public Works Director introduced the item.

Chuck Foley, President, Hirsch & Associates gave a presentation.

Council Discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux directing staff to proceed with option "Old Time Postcard Inspiration" conceptual design with the decomposed granite and no walk path. MOTION PASSED BY UNANIMOUS VOTE. 3/2 YES Boyles Giroux Pimentel NO Nicol Pirsztuk

13. One-Year Extension of Joint Use Agreements with El Segundo Unified School District
(Fiscal Impact: It is anticipated that the City of El Segundo's in-kind contribution to supporting the services within the agreements is estimated to be $944,190)

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

Council Discussion

MOTION by Council Member Giroux, SECONDED by Council Member Nicol approving a one-year extension of Joint Use Agreement No. 4347B for Public Recreation Facilities and the Joint Use Agreement No. 4346A Studio and Equipment between the City of El Segundo and the El Segundo Unified School District. MOTION PASSED BY UNANIMOUS VOTE. 5/0

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS:

(Item moved to before item D#12)

14. El Segundo Senior Citizens Housing Corporation Board Updated Annual Report and Requests of Council
(Fiscal Impact: Depending on City Council's approved direction, there may be a positive financial impact to revenues for Park Vista senior housing facility. The fiscal impact to Park Vista's net operating budget as a result of the increases to parking rates and rental rates are outlined in the attached Financial Scenario Comparisons)

Paul Lanyi, Senior Citizens Housing Corporation Board Chairperson gave a presentation.

Joe Lillio, Chief Financial Officer answered Council's questions.

Council discussion

Council consensus to receive and file presentation.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk granting the Board the authority to increase parking rates by 2% per annum until canceled and increasing rental rate for new, incoming tenants to 65% of market rate effective 1/1/2023 for new tenants. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER –

(Item moved to before Staff Presentations)

15. Resolution to adopt Updated Investment Policy
(Fiscal Impact: None)

Matthew Robinson, City Treasurer reported on the item.

Council discussion

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5365
A RESOLUTION APPROVING THE STATEMENT OF INVESTMENT POLICY, AS AMENDED, AND TO TAKE EFFECT OCTOBER 1, 2022.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Nicol adopting Resolution No. 5365. MOTION PASSED BY UNANIMOUS VOTE. 5/0

(Item moved to before Staff Presentations)

16. Resolution Authorizing Investment of Monies in the Local Agency Investment Fund by Specified City Officers
(Fiscal Impact: None)

Matthew Robinson, City Treasurer reported on the item.

Council discussion

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5366

A RESOLUTION AUTHORIZING THE INVESTMENT OF CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND BY SPECIFIED CITY OFFICERS.

MOTION by Council Member Nicol, SECONDED by Council Member Pirsztuk adopting Resolution No. 5366. MOTION PASSED BY UNANIMOUS VOTE. 5/0

H. REPORTS – COUNCIL MEMBERS

Council Member Giroux – No report

Council Member Nicol – Invited the Community to the Main Street Fair on Saturday, September 24, 2022.

Council Member Pirsztuk – No report

Mayor Pro Tem Pimentel – Attending the County Sanitation District meeting on Wednesday, September 21, 2022 and recently attended a Transportation Committee meeting.

Mayor Boyles – Commented on the State of the City and complimented staff and Chamber of Commerce for a great event.

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – Stated Community Development Director, Michael Allen was contacted by LAWA regarding the Residential Installation Program stating they will begin reaching out to residents in the next few weeks and that Mr. Allen will be the City's liaison. Mr. George also stated they would like to have LAWA make a presentation regarding the program at an upcoming City Council meeting.

MEMORIALS – Scot S. Nicol

Adjourned at 8:51 PM

Tracy Weaver

Tracy Weaver, City Clerk