AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the 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, 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.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 6, 2014 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

1. Consideration and possible action to appoint Steve Filarsky as the City's labor negotiator with regard to the following represented and unrepresented bargaining/employee groups: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group). Additionally, authorize the City Manager to enter into a professional services agreement, (Note: The City Manager was previously appointed as a labor negotiator for these groups and will be working with Mr. Filarsky in this capacity).

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; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3): -3- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. Springfield vs. City of El Segundo, et.al. LASC Case No. YC067789
3. Moore vs. City of El Segundo, LASC Case No. BC537712

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -0- matter.

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957): –0- matter
CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8-matters

Agency Designated Representative: City Manager
Steve Filarsky (subject to Council Approval as identified above on the agenda)

Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-matters
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 6, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Brandon Cash, Pastor, Oceanside Fellowship Church

PLEDGE OF ALLEGIANCE – Council Member Fellhauer
PRESENTATIONS

b) Proclamation – Declaring Municipal City Clerk Week May 4 – May 10, 2014
c) Proclamation – Declaring May 2014 as Older Americans Month and Shirley Williams, 2014 El Segundo Older American of the Year.

ROLL CALL

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 COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Update on the status of the Car2Go car sharing program.
   (Fiscal Impact: None)
   Recommendation – 1) Receive and file an informational status update in reference to the Car2Go car sharing program from the City Manager; 2) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA
2. Warrant Numbers 3000203 through 3000500 on Register No. 14 in the total amount of $875,743.74 and Wire Transfers from 4/2/14 through 4/11/14 in the total amount of $2,801,231.71.
Recommendation – Approve Warrant Demand Registers and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

3. Regular City Council Meeting Minutes of April 15, 2014, Special City Council Meeting of April 17, 2014 and Special City Council Meeting of April 29, 2014.
Recommendation – Approval.

4. Consideration and possible action to authorize the City Manager to approve a contract extension for the design of future El Segundo replica toys produced by Mattel, Inc.
(Fiscal Impact: None)
Recommendation – 1) Authorize the City Manager, or designee, to approve a Third Amendment to the City’s contract with Mattel, Inc., pursuant to Section 6 of the attached License Agreement between the City and Mattel, Inc. dated June 26, 2007; 2) Alternatively, discuss and take other possible action related to this item.

5. Consideration and possible action to enter into a contract agreement with the publisher, Arcadia Publishing, Inc. for a historical photo book of the City of El Segundo, to be titled: Images of America: El Segundo; and, to be completed before the 100th Anniversary of the City by January 2017.
(Fiscal Impact: In-Kind contribution by the Library Director)
Recommendation – 1) Authorize the City Manager to enter into an agreement in a form approved by the City Attorney with the publisher, Arcadia Publishing, Inc., including no upfront fees and shared royalties of 8%, split 50/50 with the co-author, Carole Jakucus; and, all proceeds earned from the Library Director’s portion of royalties deposited to the City as revenues; 2) Alternatively, discuss and take other possible action related to this item.
6. Consideration and possible action to authorize the City Manager to enter into a new lease agreement with New Cingular Wireless PCS (AT&T Mobility Corporation) allowing a construction upgrade to the current wireless communications fixtures located on the police department rooftop and a rental payment of $2,800.00 per month.  
(Fiscal Impact: Revenue increase of $33,600.00 annually)

Recommendation – 1) Authorize the City Manager to execute a lease agreement, in a form approved by the City Attorney, with New Cingular Wireless PCS (AT&T Mobility Corporation) allowing a construction upgrade to the current wireless communications fixtures located on the police department rooftop and a rental payment of $2,800.00 per month; 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action to reject the lowest bidder and award a standard Public Works Contract to Addscape, Inc., for the 2013-2014 Curb, Gutter, Sidewalk, and other Concrete Improvements Project, Project No. PW 13-22.  
(Fiscal Impact: $50,000.00)

Recommendation – 1) Reject the bid from CLA Construction and Engineering, Inc.; 2) Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Addscape, Inc. in the amount of $43,780.00; 3) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action to adopt a resolution pursuant to Public Contracts Code §20168 finding that an emergency existed within the City, ratifying the action of the City Manager and authorizing the City Manager to approve a contract in a form approved by the City Attorney with Empire Building to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code (“ESMC”)§ 1-7-12 and 1-7A-4 and find that the project is exempt from review under the California Environmental Quality Act as an emergency repair.  
(Fiscal Impact: $82,354.00)

Recommendation – 1) Adopt a Resolution finding that an emergency exists and waive bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050 and ESMC §§ 1-7-12 and 1-7A-4; 2) Authorize the City Manager to execute a maintenance contract with prevailing wages, in a form approved by the City Attorney, to Empire Building for the removal of fallen debris in the attic space of City Hall; 3) Find that the project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. (“CEQA”) pursuant to Section 15269, subdivision (a) of the CEQA Guidelines; 4) Alternatively, discuss and take other possible action related to this item.
(Fiscal Impact: $44,275.00 in CDBG grant funds)
Recommendation – 1) Reject the bid from CLA Construction and Engineering Inc. as non-responsive; 2) Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Addscape, Inc. in the amount of $38,500.00; 3) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action regarding approval of a resolution establishing a revised salary schedule for certain part-time classifications in order to comply with the minimum wage increase effective July 1, 2014.
(Fiscal Impact: Estimated $609 for upcoming year)
Recommendation – 1) Approve the attached resolution; 2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding authorization for the City of El Segundo to continue participating in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the next Urban County Qualification Period three-year cycle, effective July 1, 2015 through June 30, 2018.
(Fiscal Impact: None)
Recommendation – 1) Approve the City of El Segundo’s continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program, for the next three year Urban County Qualification Period effective July 1, 2015 through June 30, 2018; 2) Adopt the Resolution authorizing the City Manager, as the Mayor’s designee, to enter into a three-year Cooperation Agreement between the City of El Segundo and the County of Los Angeles Community Development Commission approving El Segundo’s continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program approved as to form by the City Attorney; execute four (4) copies of the Cooperation Agreement; 3) Alternatively, discuss and take other action related to this item.
12. Consideration and possible action regarding the approval of a Second Amendment to a Professional Services Agreement with RBF Consulting, to increase the contract amount to provide environmental review services pursuant to the California Environmental Quality Act (CEQA) for the Raytheon El Segundo South Campus Specific Plan Project.
(Fiscal Impact: up to $598,721 Developer Reimbursed Trust Fund)
Recommendation – 1) Approve a budget appropriation of up to $598,721 to provide environmental review services; 2) Authorize the City Manager to execute a Second Amendment to a Professional Service Agreement for environmental review services approved as to form by the City Attorney in an amount not to exceed $598,721; 3) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action to adopt a resolution pursuant to Public Contracts Code §20168 finding that an emergency existed within the City, ratifying the action of the City Manager and authorizing the City Manager to approve a contract in a form approved by the City Attorney with UDC Corporation to remove and replace two leaking portions of HVAC ducting on the roof of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4 and find that the project is exempt from review under the California Environmental Quality Act as an emergency repair.
(Fiscal Impact: $13,875.00)
Recommendation – 1) Adopt a Resolution finding that an emergency exists and waive bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050 and ESMC §§ 1-7-12 and 1-7A-4; 2) Authorize the City Manager to execute a maintenance contract with prevailing wages, in a form approved by the City Attorney, to UDC Corporation for the removal and replacement of two leaking portions of HVAC ducting on the roof of City Hall; 3) Find that the project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. ("CEQA") pursuant to Section 15269, subdivision (a) of the CEQA Guidelines; 4) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY
I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

   Council Member Dugan -

   Council Member Atkinson –

   Council Member Fellhauer -

   Mayor Pro Tem Jacobson –

   Mayor Fuentes –

14. Consideration and possible action regarding the assignments of Council Members to various intergovernmental agencies, local agencies and subcommittees.  
   (Fiscal Impact: None)
   Recommendation – 1) Approve and implement assignments; 2) Alternatively, discuss and take other action related to this item.

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MEMORIALS –

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)

ADJOURNMENT

POSTED:

DATE: 4.30.14

TIME: 2:10 pm

NAME: [Signature]
WHEREAS, The El Segundo Fire Department has provided public safety services for over 97 years to the citizens of El Segundo, including fire suppression, fire prevention efforts through public awareness, as well as a commitment to our values of respect, integrity, service and excellence; and

WHEREAS, The El Segundo Fire Department also administer life-saving paramedic service to victims of illness and injury, responded to incidents of violence as well as other threats to the safety and security of the public; and

WHEREAS, The El Segundo Fire Department has set aside Saturday, May 10, 2014, from 10:00 a.m. to 2:00 p.m., to hold, open house for the public to observe the many functions of their respective personnel, equipment, and facilities, and learn of their readiness to protect the lives, property and environment of the citizens they serve; and

WHEREAS, The Fire Department Open House will take place at Fire Station No. 1, 314 Main Street.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo do hereby proclaim Saturday, May 10, 2014, as EL SEGUNDO FIRE SERVICE DAY and invite the community to participate in the Open House from 10:00 a.m. to 2:00 p.m.
WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all;

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerk continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meeting of their state, province, county and international professional organizations;

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, the Mayor and Members of the City Council do hereby proclaim May 4, through May 10, 2014 as “Municipal Clerk Week” in El Segundo and further extend appreciation to our Municipal Clerk Tracy Weaver, Deputy City Clerk II Cathy Domann, Deputy City Clerk I Mona Shilling and to all Municipal Clerks for the vital service they perform and their exemplary dedication to the communities they represent.

Mayor Suzanne Fuentes
Mayor Pro Tem Carl Jacobson
Council Member Dave Atkinson
Council Member Marie Fellhauer
Council Member Michael Dugan
Proclamation
City of El Segundo, California

WHEREAS, May 2014 is National Older Americans Month, a time set aside annually to commemorate and celebrate the significant contribution older Americans have made to the community of El Segundo; and

WHEREAS, El Segundo is committed to valuing all individuals and recognizing their ongoing life achievements; and

WHEREAS, Older Americans possess and share a wealth of experience, background and history, making them one of the City's most treasured and enduring resources; and

WHEREAS, Older Americans are available, capable and enthusiastic to provide volunteer services that contribute to a coordinated community-based system of social, emotional, physical well-being of not only other seniors but the community at large thus an important part of the ties that bind both family and community; and

WHEREAS, Recognizing the successes of community elders encourages their ongoing participation and further accomplishments; and

WHEREAS, Shirley Williams was nominated by her peers as the El Segundo 2014 Older American of the Year, a recognition which identifies, inspires and promotes community involvement and a spirit of giving back to others through volunteerism and community engagement;

NOW, THEREFORE, on this 6th day of May, 2014, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim the month of May, 2014,

OLDER AMERICANS MONTH 2014

and

Shirley Williams
the

2014 El Segundo Older American of the Year

And hereby recognize the Elderfest Celebration Saturday, May 10, 2014, from 11:00 a.m. to 2:00 p.m., at the Hacienda Hotel to recognize SHIRLEY WILLIAMS and other senior citizens who have given generously of their time and talent to improve the quality of life for all in El Segundo.

Mayor Susanne Fuentes
Mayor Pro Tem Carl Jacobson
Council Member Maria Fellhauer
Council Member Dave Atkinson
Council Member Michael Degan
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: May 6, 2014
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:
Update on the status of the Car2Go car sharing program. Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:
1. Receive and file an informational status update in reference to the Car2Go car sharing program from the City Manager.

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

ATTACHED SUPPORTING DOCUMENTS:
Car2Go Coverage Area Maps

FISCAL IMPACT: None
Amount Budgeted: None
Additional Appropriation: None
Account Number(s): N/A

ORIGINATED BY: Brian Evanski, Police Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On April 2, 2013, the City Council adopted Ordinance 1478 thus amending the El Segundo Municipal Code to allow car sharing programs. By amending the Municipal Code, it is the City’s intent to allow Car2Go vehicles to be parked without time limit restrictions on public right-of-way areas, specifically in “2-hour” zones throughout the city. Parking spaces that have regulating signs for street sweeping and permit parking cannot be used by Car2go vehicles during the specified restricted times indicated on the sign(s). Car2Go vehicles shall not be parked upon any street or alley for more than a consecutive period of seventy two (72) hours. Car2Go N.A., LLC will be responsible for parking citations issued to Car2Go vehicles.

City Council also adopted Resolution 4818 and authorized the City Manager to execute an agreement with Car2Go for car sharing services.

To date, neighboring cities including Gardena, Hermosa Beach, Redondo Beach and Lomita have also approved this car sharing program while the cities of Hawthorne, Lawndale, Manhattan Beach and Torrance are still considering the concept. Although the Gardena City Council approved the car sharing program, the city has been removed from the coverage area.

Following City Council approval, Car2Go has since modified the extent of the south bay car sharing program. Specifically the proposed coverage area has been reduced in size with the removal of Gardena and Manhattan Beach. Based on the smaller coverage area, 150 vehicles are now intended for the initial roll out of the program. Staff continues to work with Car2Go representatives in an effort to finalize the contract agreement.
Based on the changes to the program since this was last presented to the City Council, Staff felt it was appropriate to provide an update. The Police Department is prepared to facilitate the vehicle parking permit program as outlined in the El Segundo Municipal Code.
TOTAL WARRANTS

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City of Los Angeles
DEPARTMENT OF FINANCE

ASSISTANT CITY MANAGER

[Signature]

DATE: [Date]

NOTE:

[Handwritten notes and commentary]

VENDOR CHECKS DUE TO COMPANY EROFEX:

VENDOR CHECKS DUE TO INCORRECT CHECK DATE:

VENDOR CHECKS DUE TO ALIGMENT:

COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

[Table of warrants]

[Financial details and calculations]

DATE OF APPROVAL:

[Signature]

CITY OF LOS ANGELES

DEPARTMENT OF FINANCE
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 04/1/14 THROUGH 04/13/14

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**TOTAL PAYMENTS BY WIRE:** 2,801,231.71

**DATE OF RATIFICATION: 03/31/14**

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date  

Director of Finance  
Date  

City Manager  
Date  

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 15, 2014 – 5:00 PM

5:00 PM SESSION CANCELLED – NO ITEMS TO DISCUSS
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 15, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fisher at 7:00 PM

INVOCATION – John Svendsen, Pastor, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Fuentes

PRESENTATIONS


b. Presentation by Clerk Weaver recognizing the Election poll workers and Election night workers for their valuable services rendered to The City of El Segundo during the April 8, 2014 Municipal Election.

ROLL CALL

Mayor Fisher - Present
Mayor Pro Tem Jacobson - Present
Council Member Fuentes - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

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.

John Svendsen, First Baptist Church Pastor, invited all of El Segundo to the annual Easter Sunrise Service on Sunday, April 20, 2014 at 6:30 AM in Library Park.

Haley Funk, resident and member of troop 2505, reported on her recent visit to Guaymas, Mexico representing the City of El Segundo.

Antonio Mendez, resident, commended Brian Simon of the El Segundo Herald and mentioned missing Minutes from the City’s Web site.
Marc Rener, resident, spoke on Measure A and the agreement with Chevron.
Mike Robbins, resident, commented on the recent election.
Spencer Bauer, resident, thanked the Council for all they do and mentioned that the
election was not a war, elections are part of the democratic process.
Lorretta Frye, resident, commented on the large amount of political signs placed on
single properties during the recent election.
Robert Pullen-Miles, representing Senator Ted Lieu’s office and Matt Stauffer,
representing Assemblyman Steve Bradford’s office, presented certificates to outgoing
Mayor Fisher on behalf of his Council service to the City of El Segundo.
Jane Friedkin, resident, commented on the recent election.
Ron Swanson, resident, commented on the disrespect shown to the City Council
during public comment. Mr. Swanson also thanked Bill Fisher for his years of service
on the Council.
Mrs. Wilson, resident, commented on the importance of registering to vote and thanked
all those who voted in the recent election.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council answered Public Communication questions.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title
only.

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fellhauer to
read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY
UNANIMOUS VOICE VOTE. 5/0.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed
unanimously. If a call for discussion of an item is made, the item(s) will be considered
individually under the next heading of business.

1. Approved Warrant Numbers 3000001 – 3000202 on Register No. 13 in the total
amount of $832,362.38 and Wire Transfers from 3/16/2014 through 3/30/2014 in
the total amount of $837,634.00. Authorized staff to release. Ratified Payroll and
Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Approved Special City Council Meeting Minutes of March 26, 2014, Regular City Council Meeting Minutes of April 1, 2014 and Special City Council Meeting of April 4, 2014.

3. Waived second reading adopted Ordinance No. 1494 for a Zone Change from the Corporate Office (CO) Zone to the 888 North Sepulveda Boulevard Specific Plan (888 NSBSD) Zone, a Zone Text Amendment, a Specific Plan, and a Development Agreement No. 4583 on the site located at 888 North Sepulveda Boulevard. Applicant: The Realty Associates Fund IX, L.P. c/o Barnard Ventures, LLC. (Fiscal Impact: N/A)

4. Adopted Resolution No. 4869 pursuant to Public Contracts Code § 20168 finding that an emergency existed within the City, ratified the action of the City Manager and authorized the City Manager to retroactively approve Contract No. 4584 in a form approved by the City Attorney with John Phillips Plumbing to replace a hot water boiler at the Park Vista Apartments without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") § 1-7-12 and 1-7A-4 and found that the project is exempt from review under the California Environmental Quality Act as an emergency repair. (Fiscal Impact: $8,532.00)

MOTION by Council Member Fellhauer, SECONDED by Council Member Fuentes to approve Consent Agenda items 1, 2, 3, and 4. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

F. REPORTS – CITY MANAGER – Congratulated the newly elected Council Members, Suzanne Fuentes and Michael Dugan. Thanked Bill Fisher for his guidance of the City.

G. REPORTS – CITY ATTORNEY - None

H. REPORTS – CITY CLERK

5. Consideration and possible action reciting the fact of the General Municipal Election held on April 8, 2014. (Fiscal Impact: None)

Mark Hensley, City Attorney, read by Title Only:

MOTION by Council Member Fellhauer, SECONDED by Mayor Pro Tem Jacobson to adopt Resolution No. 4870 declaring the results of the General Municipal Election held April 8, 2014. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Proclamation read by Council Member Fellhauer and presented to outgoing Mayor Bill Fisher. The Council presented Bill Fisher with a key to the city.

Mayor Fisher commented on his time on the Council, campaigning and the changing of the Mayor during his term. Mr. Fisher stated it has been an honor to serve on the Council with his colleagues and for the City of El Segundo.

6. Consideration and possible action regarding the administering of the Oath of Office to the Council Members Elect.  
(Fiscal Impact: None)

City Clerk Weaver presented a Certificate of Election and administered the oath of office to Council Members Elect Suzanne Fuentes and Michael Dugan.

7. Consideration and possible action regarding election of Mayor and Mayor Pro Tem by seated Council Members.  
(Fiscal Impact: None)

Council Member Jacobson nominated Council Member Fuentes for Mayor.  
Council Member Atkinson nominated Council Member Dugan for Mayor.

Nomination for Council Member Fuentes for Mayor passed by the following vote:  

Mayor Fuentes opened the floor to nominations for Mayor Pro Tem.

Council Member Fellhauer nominated Council Member Jacobson for Mayor Pro Tem.  
Council Member Atkinson nominated Council Member Fellhauer for Mayor Pro Tem.

Nomination for Council Member Jacobson for Mayor Pro Tem passed by the following vote:  
4/1 – Yes: Fellhauer, Fuentes, Jacobson and Dugan. No: Atkinson

REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer –
8. Consideration and possible action to discuss the salary and benefits that the City Council members receive and whether such should be reduced or eliminated either voluntarily or through formal action.
(Fiscal Impact: varies based on options)

Council Member Fellhauer presented the item,

Council Discussion

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson, that Council, by way of a roll call vote, will immediately voluntarily opt out of the CalPERs system and voluntarily decline lifetime medical benefits upon the end of your service for all current unvested Council Members and future Council Members. MOTION DEFEATED BY A VOICE VOTE. 3/2. No: Fuentes, Jacobson and Dugan. Yes: Fellhauer and Atkinson

Council Discussion on the motion.

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Loretta Frye, resident, commented on the Agenda item concerning Council benefits.

Liz Garnholz, resident, asked if all City employees are eligible for CalPERs after five (5) years of employment and why do we have the most expensive lifetime medical program?

Jane Friedkin, resident, commented on the conduct of the meeting. Congratulated Mayor Fuentes and Council Member Dugan.

Mike Robbins, resident, discussed the recent election.

Marc Rener, resident, commented on the Agenda item concerning Council benefits, commented on Mr. Swanson’s public comment and commented on employee and retired employee salaries and benefits.

Council answered Public Communication questions.

Council Member Fellhauer congratulated newly elected Council Member Michael Dugan and congratulated Suzanne Fuentes on becoming Mayor.
Clerk Weaver invited everyone to partake in the reception being held in the foyer. Also, stated that all minutes were posted to the web site by Mona Shilling while the meeting was in session.

MEMORIALS – None

ADJOURNMENT at 9:21 PM

__________________________
Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
THURSDAY, APRIL 17, 2014, 3:30 P.M.

CALL TO ORDER – Mayor Fuentes at 3:30 p.m.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present
Council Member Dugan - Present

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 before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250. - NONE

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

The City Council moved 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; as follows:

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -8- matters

Agency Designated Representative: City Manager
Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; Employees Association; Executive Management (unrepresented employees); Management/Confidential (unrepresented employees)

ADJOURNMENT at 6:10 pm.

Cathy Domann, Deputy City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 29, 2014, 5:30 P.M.

CALL TO ORDER – Mayor Fuentes at 5:33 PM

ROLL CALL

Mayor Fuentes Present
Mayor Pro Tem Jacobson Present
Council Member Atkinson Present
Council Member Fellhauer Present
Council Member Dugan Present

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 before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250. NONE

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

The City Council moved 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; as follows:

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -8- matters

Agency Designated Representative: City Manager
Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; Employees Association; Executive Management (unrepresented employees); Management/Confidential (unrepresented employees)

ADJOURNMENT at 8:15 PM

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to approve a contract extension for the design of future El Segundo Police replica toys produced by Mattel, Inc. Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager, or designee, to approve a Third Amendment to the City’s contract with Mattel, Inc., pursuant to Section 6 of the attached License Agreement between the City and Mattel, Inc. dated June 26, 2007.

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

ATTACHED SUPPORTING DOCUMENTS:

License Agreement Between the City and Mattel, Inc. dated June 26, 2007
Third Amendment License Agreement Form

FISCAL IMPACT: None

Amount Budgeted: None
Additional Appropriation: None
Account Number(s): N/A

ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City has an existing License Agreement with Mattel, Inc. that will term out on December 31, 2014. Mattel, Inc. is seeking to extend this Agreement until December 31, 2017. To date, Mattel, Inc. has manufactured replica El Segundo Police Department Ford Crown Victoria marked police cars, 1949 Mercury hot rods with El Segundo Police Department graphics, and a “Matchbox” toy version of a Hummer vehicle with El Segundo Police Department graphics.

Staff asserts that the City and police department benefit from the public relations and promotional value of these types of toys. The City will not receive any profits from this production.

Mattel, Inc. has no current plans to produce any of the aforementioned products as this time; however, Staff requests City Council authorize the City Manager, to extend this contract for future Mattel El Segundo Police Department replica toys.
LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 26th day of June, 2007 (the "Effective Date") by and between the City of El Segundo, California, having its principal office at 314 Main Street, El Segundo, California 90245 (hereinafter referred to as "LICENSOR") and Mattel, Inc., a corporation organized under the laws of the State of Delaware, having its principal office at 333 Continental Boulevard, El Segundo, CA 90245-5012 (hereinafter referred to as "MATTEL").

WITNESSETH:

WHEREAS, LICENSOR represents and warrants that it is the owner of various trademarks, copyrights and other proprietary rights in and to the Property as set forth below; and

WHEREAS, MATTEL is engaged in the business of manufacturing and selling toys and games and other consumer products; and

WHEREAS, MATTEL desires to use certain of LICENSOR’S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of MATTEL’S products, and

WHEREAS, LICENSOR is willing to license MATTEL the right to use certain of LICENSOR’S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of MATTEL’S products under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. LICENSOR hereby grants to MATTEL a non-exclusive royalty-free worldwide license to use the trademarks, tradenames, copyrights, designs, logos and likenesses including names, accessories and other visual or identifying representations associated with the El Segundo Police Department (hereinafter referred to as the "LICENSED PROPERTY") in conjunction with the manufacture, marketing, distribution, promotion and sale of various scaled die-cast and/or plastic toy vehicles replicas (motorized or non-motorized), related playsets and accessories (hereinafter referred to as the "LICENSED PRODUCTS"). In accordance with El Segundo Municipal Code (ESMC) Section 1-3-3, LICENSOR agrees that MATTEL’S use of the City Seal is, in part, to advertise the City of El Segundo and, in doing so, encourage tourism and other economic development. The rights granted herein shall apply to all channels of distribution, including without limitation, direct marketing to consumers, the Internet and online marketing and sale.
2. This Agreement shall become effective on the date first written above and shall continue in effect for a term expiring on December 31, 2010. MATTEL, in its sole discretion, shall have the option to renew this Agreement for two additional one-year periods, by written notice given to LICENSOR at least sixty (60) days prior to the expiration of the then current term.

3. MATTEL shall have no duty to manufacture and/or sell any LICENSED PRODUCTS or to otherwise exploit the rights granted herein.

4. In the event that MATTEL does manufacture LICENSED PRODUCTS, then, in full consideration for the rights granted to MATTEL hereunder, MATTEL agrees to furnish LICENSOR with twelve (12) units of each of such LICENSED PRODUCTS, at no charge, shipping and handling included. MATTEL shall not be required to furnish to LICENSOR units of any SKU (Stock-keeping Unit, the identification number assigned to individual products) of any LICENSED PRODUCTS unless MATTEL has completed a full and final production run for such SKU. No inadvertent failure of MATTEL to provide any such LICENSED PRODUCTS to LICENSOR shall be deemed a breach of this Agreement, provided that, to the extent reasonably possible and provided that such LICENSED PRODUCTS are currently being manufactured, MATTEL shall retrospectively provide such LICENSED PRODUCTS upon notice from LICENSOR of MATTEL’S failure to do so.

5. MATTEL agrees that the LICENSED PRODUCTS shall be of a standard of quality as high as that of other similar MATTEL products as of the date of this Agreement.

6. In the event that MATTEL does manufacture LICENSED PRODUCTS, then MATTEL shall submit to LICENSOR electronic “e-sheet” (e.g. jpeg) samples of each LICENSED PRODUCT (including packaging and artwork) for approval. LICENSOR shall have twenty (20) business days to approve or disapprove the electronic “e-sheet” samples, which LICENSOR shall not unreasonably delay. In any event, the failure by LICENSOR to provide written approval/disapproval within twenty (20) business days shall be deemed approved. Upon request and subject to availability and in reasonable quantities, LICENSOR shall have the right to purchase additional quantities of the LICENSED PRODUCTS from MATTEL at MATTEL’S best wholesale price.

7. MATTEL and its subsidiaries may sublicense or assign among themselves and to their subsidiaries the rights to manufacture, import, distribute and sell the LICENSED PRODUCT. MATTEL shall remain directly and primarily obligated under all the provisions of this Agreement and any default of this Agreement by its subsidiaries shall be deemed a default by MATTEL hereunder.

8. In addition to the other rights licensed to MATTEL herein, LICENSOR herein grants to MATTEL the right to use the name, nickname, likenesses and visual or identifying representations of the LICENSED PROPERTY in connection with the marketing and sale of the LICENSED PRODUCTS, including in advertising, selling, packaging and promotional and publicity materials relating to the LICENSED PRODUCTS.

9. MATTEL acknowledges that nothing contained in this Agreement is intended as an assignment or grant to MATTEL of any right, title or interest in or to the LICENSED PROPERTY or the goodwill attached thereto.
10. LICENSOR shall at all times remain the owner of any and all of the LICENSED PROPERTY created by LICENSOR and used by MATTEL in connection with the LICENSED PRODUCTS. MATTEL shall own all intellectual property rights embodied in the LICENSED PRODUCTS excluding the LICENSED PROPERTY.

11. MATTEL agrees to affix a legal notice on the packaging and other materials that incorporate the LICENSED PROPERTY in order to denote LICENSOR's trademark and/or copyright in materials that incorporate the LICENSED PROPERTY. The legal notice when used on the LICENSED PRODUCTS may be abbreviated in accordance with legal requirements and as space permits. Subject to LICENSOR's exclusive rights to the LICENSED PROPERTY, MATTEL is expressly permitted to apply to the LICENSED PRODUCTS any trademarks, artwork and designs that it selects and to apply appropriate patent, trademark and/or copyright notices. All such trademark and copyright notices shall be in the name of MATTEL, subject to the LICENSOR's exclusive rights to the LICENSED PROPERTY.

12. LICENSOR represents and warrants to MATTEL that it is the sole owner of the LICENSED PROPERTY and that it has the full power and authority to enter into this Agreement. LICENSOR agrees to indemnify MATTEL against any loss and expense including its reasonable attorneys' fees arising out of any claims, demands, or actions that may be instituted against MATTEL by reason of any claim of a superior right to any element of the LICENSED PROPERTY.

13. MATTEL agrees to indemnify LICENSOR against all third party claims arising out of its marketing or sale of the LICENSED PRODUCTS, including claims for personal injury, except that LICENSOR shall be solely responsible for any claims based upon use of the LICENSED PROPERTY as permitted by this Agreement. MATTEL shall have the right to control the defense and settlement of any such third party claims.

14. Either party may terminate this Agreement in the event that the other party materially breaches the terms of this Agreement or any of the warranties or representations made herein, provided that the non-breaching party provides the breaching party with written notice of such default and sixty (60) days within which to remove or cure such default. If there is no removal or cure of the default within such period, the Agreement may then be immediately terminated by the non-breaching party.

15. Upon expiration or earlier termination of this Agreement, MATTEL agrees to discontinue all use of the LICENSED PROPERTY, except that MATTEL shall continue to have the right to sell off all existing inventory bearing the LICENSED PROPERTY, whether completed or in the process of manufacture, for a period of six (6) months after expiration or early termination.

16. All notices wherever required in this Agreement shall be in writing and sent by facsimile, certified mail or overnight delivery and shall be deemed given when sent or mailed.

17. If any provisions of this Agreement are for any reason declared to be invalid, the validity of the remaining provisions shall not be affected thereby.

18. This Agreement and each and every one of its provisions shall be interpreted under the laws of the State of California.
19. This Agreement represents and expresses the entire agreement of the parties and supersedes all prior agreements, representations and understandings (whether written or oral) between the parties concerning the subject matter hereof. An amendment or modification of a term or condition of this Agreement must be in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

<table>
<thead>
<tr>
<th>MATTEL, INC.</th>
<th>CITY OF EL SEGUNDO, CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Print Name: Jeffrey A. Korcheck</td>
<td>Print Name: Jeff Stewart</td>
</tr>
<tr>
<td>Title: VP, Legal &amp; Business Affairs</td>
<td>Title: City Manager</td>
</tr>
<tr>
<td>Date: October 29, 2007</td>
<td>Date: 10/21/07</td>
</tr>
</tbody>
</table>

Approved as to form
City Attorney

The foregoing instrument is a full, true, and correct copy of the original on file in this office.

ATTEST:

City Clerk, City of El Segundo

ATTEST:

City Clerk
City of El Segundo
<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>1:64 Matchbox Basics 2008 - El Segundo PD Crown Victoria</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSOR</td>
<td>El Segundo PD</td>
</tr>
<tr>
<td>PERSON SUBMITTING</td>
<td>Heralda</td>
</tr>
<tr>
<td>PHONE NUMBER</td>
<td>(310) 252-6676</td>
</tr>
<tr>
<td>FAX NUMBER</td>
<td>(310) 252-2610</td>
</tr>
<tr>
<td>FIRST SUBMISSION</td>
<td>YES</td>
</tr>
<tr>
<td>ITEM SUBMITTED:</td>
<td>VEHICLE GRAPHICS</td>
</tr>
</tbody>
</table>

**SPECIAL INSTRUCTIONS/COMMENTS/ITEM OR ISSUE NEEDING APPROVAL FOR:**

**TO BE COMPLETED BY THE LICENSOR**

**NEXT STEPS/LICENSOR COMMENTS** (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.)

<table>
<thead>
<tr>
<th>ACTION TAKEN:</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSOR NAME</td>
<td>Jeff Stewart, City Manager</td>
</tr>
<tr>
<td>PHONE NUMBER</td>
<td>310-524-2301</td>
</tr>
<tr>
<td>FAX NUMBER</td>
<td>310-322-7137</td>
</tr>
<tr>
<td>LICENSOR SIGNATURE</td>
<td>[Signature]</td>
</tr>
<tr>
<td>DATE</td>
<td>4/26/11</td>
</tr>
</tbody>
</table>

Note: Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.
**MATCHBOX**

**2008**

**CORE 1-100**

**VEHICLE:** FORD CROWN VICTORIA (2001)

**Date:** 8/15/07
**Toy #:** M5330/M7405
**Scale:** 1:71
**Tool #:** MB689

**Licensee:** FORD SEGUNDO POLICE DEPARTMENT

**Scale:** 1:1 Mattel Confidential / Trade Secret Information

**SPECs**

- **BODY:** Deep Black 0420-70004
- **CHASSIS:** Black
- **WINDSHIELD:** Smoked Tint MB55
- **INTERIOR:** GRAY MB52
- **WHEELS:** 2006 Basic Classic Wheel #J2373 w/ NO HOTSTAMP FOIL
- **LIGHT BAR:** RED

**TAMPO INKS**

- **BLACK** 742-70509
- **WHITE** 742-70501
- **MET. GOLD**
- **BLUE** 742-245530
**MATTEL, INC.**

**LICENSOR APPROVAL FORM**

Licensors complete yellow highlighted portion.

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>1:64 Ford Crown Victoria (2001) / El Segundo Police Department - PKG</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSOR</td>
<td>El Segundo Police Dept.</td>
</tr>
<tr>
<td>PERSON SUBMITTING</td>
<td>Lunas</td>
</tr>
<tr>
<td>PHONE NUMBER</td>
<td>(310) 252-6676</td>
</tr>
<tr>
<td>FAX NUMBER</td>
<td>(310) 252-2610</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIV/DEPT. SUBMITTING</th>
<th>MATCHBOX DESIGN</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM SUBMITTED:**

- [ ] ONE-TO-ONE
- [ ] PACKAGING
- [ ] CONCEPT
- [ ] PROTOTYPE PHOTO
- [ ] FIRST SHOTS
- [ ] PRODUCT REVISION
- [ ] ADVERTISING
- [ ] STORYBOARD/SCRIPT
- [ ] OTHER

SPECIAL INSTRUCTIONS / COMMENTS / ITEM OR ISSUE SEEKING APPROVAL FOR:

Please approve packaging

---

**TO BE COMPLETED BY THE LICENSOR**

NEXT STEPS/LICENSOR COMMENTS (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.):

---

**ACTION TAKEN:**

- [ ] APPROVED
- [ ] APPROVED W/ CORRECTIONS
- [ ] NOT APPROVED
- [ ] OTHER

**LICENSEE NAME:**

Jeff Stewart

**PHONE NUMBER:**

310.524.2301

**DATE:**

2/1/07

**FAX NUMBER:**

署名

** LICENSOR SIGNATURE**

Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.
MATTEL, INC.

LICENSOR APPROVAL FORM
Licensor complete yellow highlighted portion.

PRODUCT NAME
2008 Matchbox Basic Car poster

LICENSE Holder
El Segundo Police Department

SEND BY RETURN TO
Kate Carlyle

PROJECT #/TOY #
08 MBX Poster

DATE SUBMITTED
1/6/08

DATE REQUESTED
ASAP

DIV/DEPT. SUBMITTING
Matchbox Marketing

PERSON SUBMITTING
Shannon

PHONE NUMBER
(310) 252-5177

FAX NUMBER
(310) 252-2610

☑ FIRST SUBMISSION
☐ SECOND SUBMISSION
☐ FINAL SUBMISSION
☐ OTHER

ITEM SUBMITTED:
☐ ONE-TO-ONE
☐ PACKAGING
☐ PROTOTYPE PHOTO
☐ ADVERTISING
☐ PATTERN
☐ CONCEPT
☐ FIRST SHOTS
☐ STORYBOARD/SCRIPT
☐ VEHICLE GRAPHICS
☐ PROTOTYPE
☐ PRODUCT REVISION
☐ OTHER Poster

SPECIAL INSTRUCTIONS/COMMENTS/ITEM OR ISSUE SEEKING APPROVAL FOR:

Please approve poster. The images and/or names on the poster will also be used in the Matchbox 2008 booklet, and potentially Mattel internal and retail websites.

For your approval:

Segment Toy # Car Name
Emergency M5330 Ford Crown Victoria

Legal lines and logo, as applicable.

TO BE COMPLETED BY THE LICENSOR

NEXT STEPS/LICENSOR COMMENTS (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.)

ACTION TAKEN:
☑ APPROVED
☐ APPROVED W CORRECTIONS
☐ NOT APPROVED
☐ OTHER

☐ LICENSOR NAME
Jeff Stewart, City Manager

☐ PHONE NUMBER
310-524-2301

☐ FAX NUMBER
310-322-7337

LICENSOR SIGNATURE

DATE

Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.
In 2008 You're Ready For Action!

MEGA RIG
WITH 20 TRUCKS IN ONE.
Transform the Mega Rig system into 20 different truck combos, including a 4x4 high fire rescue ladder!

TAKE THE FLAMES

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THIRD AMENDMENT TO LICENSE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO, CALIFORNIA
AND MATTEL, INC.

This Third Amendment (the “Third Amendment”), effective as of the ___ day of ______, 2014 and entered into between the City of El Segundo, California (hereinafter “LICENSOR”) and Mattel, Inc. (hereinafter “MATTEL”), amends the agreement entered into as of June 26, 2007, the First Amendment entered into as of April 20, 2010 and the Second Amendment entered into as of December 6, 2011 (collectively hereinafter the “Agreement”), by and between LICENSOR and MATTEL.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Section 2 - Term. Section 2, the Term of the Agreement, shall be extended through December 31, 2017.

2) No Further Amendments; Restatement. Except as amended by this Third Amendment, the Agreement shall remain in full force and effect and is hereby restated in full.

3) Definitions. All initial capitalized terms used in this Third Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined herein or unless the context indicates otherwise in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first above written.

The City of El Segundo, California

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Mattel, Inc.

By: ___________________________
Name: Jeffrey A. Korcheck
Title: V.P., Legal & Business Affairs
Date: __________________________
AGENDA DESCRIPTION:
Consideration and possible action to enter into a contract agreement with the publisher, Arcadia Publishing, Inc. for a historical photo book of the City of El Segundo, to be titled: *Images of America: El Segundo*; and, to be completed before the 100th Anniversary of the City by January 2017. (Fiscal impact: In-Kind contribution by the Library Director)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to enter into an agreement in a form approved by the City Attorney with the publisher, Arcadia Publishing, Inc., including no up front fees and shared royalties of 8%, split 50/50 with the co-author, Carole Jakucs; and, all proceeds earned from the Library Director’s portion of royalties deposited to the City as revenues.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: In kind contribution by the Director of Library Services.

ORIGINATED BY: Debra Brighton, Director of Library Services
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
At the November 19, 2013, City Council meeting, the City Council authorized the Director of Library Services and co-author, Carole Jakucs, to begin a historical photo book project with Arcadia Publishing Inc., and to complete it in time for the City’s 100th Anniversary in January 2017.

Arcadia Publishing, Inc. has been publishing local pictorial histories of towns across the United States since 1993. The public library has collected many of their titles, so the quality of their publications and distribution is well established.

The City Council is requested to approve a contract between the City and Arcadia Publishing, Inc. as reviewed by the City Manager and City Attorney.
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to enter into a new lease agreement with New Cingular Wireless PCS (AT&T Mobility Corporation) allowing a construction upgrade to the current wireless communications fixtures located on the police department rooftop and a rental payment of $2,800.00 per month. Fiscal Impact: Revenue increase of $33,600.00 annually.

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a lease agreement, in a form approved by the City Attorney, with New Cingular Wireless PCS (AT&T Mobility Corporation) allowing a construction upgrade to the current wireless communications fixtures located on the police department rooftop and a rental payment of $2,800.00 per month; and

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

ATTACHED SUPPORTING DOCUMENTS:

New Cingular Wireless PCS (AT&T Mobility Corporation) Structure Lease Agreement

FISCAL IMPACT: Revenue increase of $33,600.00 annually.

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ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In November of 2001, the City entered into a lease agreement with AT&T Wireless allowing it to install wireless communication fixtures on the rooftop of the Police Department’s Communication Center. At that time, the Department maintained and operated the El Segundo Public Safety Communications Center. The installation of AT&T’s wireless communication fixtures resolved Mobile Digital Computer communication and cellular reception issues identified in the City. These fixtures also provided residents and other AT&T Wireless users better reception and communication in the western region of the City.

The City at that time opted to have AT&T relocate the proposed communication fixtures (at a cost of $500,000 and at the City’s direction) rather than collect $1000/month of rent. The City did not exercise this option during the term of the lease.

Since that time, the El Segundo Public Safety Communications Center is no longer in service. The AT&T communications fixtures located on the Police Department rooftop continue to function and provide wireless service and communication for this area.
Recently, New Cingular Wireless PCS (AT&T Mobility Corporation) approached the City and proposed to install additional wireless communication equipment on the same rooftop with a monthly rental payment of $2,800.00 for the continued use of this location. In year two of the initial term, and each year thereafter, the monthly rent will increase by five percent (5%). The initial term of this agreement is for five years with an automatic renewal for three additional five year terms. Staff contacted the City of Manhattan Beach and verified that the proposed rental rate is appropriate for the footprint. The attached lease agreement was reviewed and approved as to form by our City Attorney’s Office.

Staff recommends City Council authorize the City Manager to execute a new lease agreement with New Cingular Wireless PCS (AT&T Mobility Corporation) allowing a construction upgrade to the current wireless communications fixtures located on the police department rooftop and a rental payment of $2,800.00 per month.
STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below ("Effective Date"), is entered into by the City of El Segundo, a municipal corporation, having its principal office/residing at 350 Main Street, El Segundo, CA 90245 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("Tenant").

BACKGROUND

WHEREAS, Landlord owns that certain plot, parcel or tract of land, improved with a structure (the "Structure") together with all rights and privileges arising in connection therewith, located at 348 Main Street, in the City of El Segundo, County of Los Angeles, State of California [APN: 4135-003-901] as further described on the Legal Description of the property attached hereto as Exhibit A (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

WHEREAS, Landlord and Tenant’s predecessor-in-interest, AB Cellular LA, LLC, a Delaware limited liability company d/b/a AT&T Wireless ("Original Tenant"), entered into that certain Lease Agreement, dated as of November 27, 2001 ("Existing Lease") for use of the Property.

WHEREAS, Tenant has succeeded to all of the right, title and interest of Original Tenant in and to the Existing Lease.

WHEREAS, Landlord and Tenant wish to supersede all of the terms, covenants and conditions of the Existing Lease with the terms, covenants and conditions of this Agreement, and to confirm that as of the Effective Date, their obligations under the Existing Lease shall be deemed fully performed, and each shall be fully discharged from their respective obligations thereunder, and without the necessity of a further writing exchanged between them.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant portions of the Structure and Property consisting of (a) space (room/cabinet) of approximately three hundred twenty (320) square feet on the roof of the Structure for the placement of Tenant’s communications equipment, and (b) those spaces on the Structure as are necessary for the antennas and initial installation of the Communication Facility (as defined in Section 2, Permitted Use below), including spaces for the placement of connections between Tenant’s equipment and antennas, and between Tenant’s equipment and the electric power, telephone, and fuel sources for the Property, all as more particularly depicted/described on attached Exhibit B (collectively, "Premises"). However, any changes which alter the square feet of the equipment room/cabinet space and antenna space or clearance space of the Communication Facility and its equipment from that set forth in Exhibit B requires Landlord’s prior written consent subject to the terms and conditions set forth in Section 2, Permitted Use below.
2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communication fixtures and related equipment, cables, accessories and improvements (collectively the “Communication Facility”) and any other items necessary to the successful and secure operation of the Communication Facility, as substantially described in Exhibit B; such use includes the right to test, survey and check title on the Property. Tenant has the right to make Property improvements, alterations or additions (“Tenant Changes”) consistent with the building and facility specifications attached hereto as Exhibit B. Before the initial installation of Tenant’s Changes, Tenant will supply the Landlord with plans and specifications consistent with Exhibit B (“Plans”) to be reviewed and consented to by Landlord before commencement of Tenant’s Changes. Landlord’s execution of this Agreement will signify Landlord’s approval of Exhibit B. After approval, the Plans will be considered incorporated in this Agreement as Exhibit B. If the Landlord disapproves the plans then the Tenant will provide the Landlord with revised plans. In the event Landlord disapproves of the Plans upon a second (2nd) submission, Tenant may terminate this Agreement. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement except to the extent provided by the Public Records Act and other applicable law. Tenant has the right to modify, supplement, replace, or upgrade the Communication Facility so long as such do not physically alter the exterior appearance of the facilities following the completion of the initial installation of the Communication Facility, and such modifications are subject to the same approval process set forth above. However, any changes which (i) alter the exterior physical appearance of the Communication Facility, or (ii) expand the footprint of the Premises or the height of the Communication Facility as initially approved by Landlord hereunder, requires Landlord’s prior written consent, which may be withheld in the Landlord’s sole discretion. Notwithstanding the foregoing, in no event shall Tenant be required to obtain Landlord’s approval for any Tenant modifications, supplements, replacements or upgrades of the Communication Facility which are undertaken within Tenant’s equipment shelter and do not alter the exterior physical appearance of the Communication Facility.

3. TERM.
   (a) The initial lease term will be five (5) years (“Initial Term”), commencing upon the Effective Date. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Effective Date occurs.
   (b) This Agreement will automatically renew for three (3) additional five (5) year Term(s) (each an “Extension Term”), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant’s intention not to renew this Agreement at least ninety (90) days before the expiration of the Initial Term or then existing Extension Term.
   (c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the “Holdover Term”), subject to the terms and conditions of this Agreement. Should this occur, Landlord may terminate this Agreement upon thirty (30) days written notice.
   (d) The Initial Term and the Extension Term and the Holdover Term are collectively referred to as the Term (“Term”).
4. **RENT.**

(a) Commencing on the date that Tenant commences construction ("Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Two Thousand Eight Hundred and 00/100 Dollars ($2,800.00) ("Rent"), plus any applicable tax (pursuant to the terms and conditions of Paragraph 23, Possessory Interest Taxes below), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Five Percent (5%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to, and Tenant will prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and Landlord agrees to reasonably cooperate with Tenant with such applications.

(b) Tenant has the right, at its sole expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Tenant has thirty (30) days from the Effective Date of this Agreement to either accept or reject matters of record title. If Tenant rejects any matters of record title, Landlord can in its sole discretion correct any such matters within thirty (30) days. In the event that Landlord does not correct any record title matters objected to by Tenant, Tenant may either terminate this Agreement, or accept such matters of record title.

(c) Tenant may also obtain, at Tenant's sole cost and expense engineering or environmental tests or reports ("Tests") relating to the feasibility of locating the Communication Facility on the Premises. Tenant has thirty (30) days from the Effective Date of this Agreement to accept the Premises in its "AS IS" state.

6. **TERMINATION.** This Agreement may be terminated as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 16, Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion
that the cost of obtaining or retaining the same is commercially unreasonable; or for any other reason identified in this
Agreement.

(c) by Tenant on ninety (90) days written notice for any reason.

7. INTERFERENCE.

(a) There are existing radio frequency user(s) on the Landlord’s Property, the Landlord will provide Tenant with
a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for
interference between the Communication Facility and the existing frequency users. Tenant must conduct testing before
activating the Communication Facility to ensure that the operation of its Communication Facility does not interfere with
existing radio frequency users.

(b) Landlord will not grant, after the Effective Date of this Agreement, a lease, license or any other right to any
third party for use of the Property, if such use materially interferes with the operations of Tenant’s Communication Facility,
unless such interference is the result of operations that are intended to be a part of, or enhance, Landlord’s police and fire
communications system. Landlord will notify Tenant before granting any third party the right to install and operate
communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use,
any portion of the Premises that in any way that materially interferes with the operations of Tenant or the rights of Tenant
under this Agreement except as necessary to carry out emergency operations of Landlord or as otherwise permitted under this
Agreement. Landlord will cause unauthorized interference to cease upon not more than twenty-four (24) hour notice from
Tenant.

(d) It is understood that Landlord operates a police and fire emergency communication system and that the
operation of such is paramount over any operation of Tenant’s Communication Facility hereunder. It is further understood that
Landlord may alter its current police and fire communication system in the future. Accordingly, the installation, maintenance
and operation of the Communication Facility cannot interfere with the Landlord's existing or future communications
equipment, operations, or transmissions on or from the Property. In the event Tenant's installation, maintenance or operation of
its Communication Facility interferes with the Landlord's existing or future communications equipment, operations, or
transmissions, Tenant will immediately cease such interference, after verbal or written notice thereof until it is able to resolve
the interference problem. The Landlord is entitled to specific enforcement in order to cause such interference to cease and
desist without allowing Tenant an opportunity to cure such interference as provided in Paragraph 16 hereof. If the interference
cannot be resolved within a reasonable period of time under the circumstances, either party is entitled to terminate this
Agreement.

8. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or
liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs)
arising directly from the installation, use, maintenance, repair or removal of the Communication Facility, except to the extent
attributable to the negligence or willful acts or omissions of Landlord, its employees, agents or independent contractors.
(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees, agents or independent contractors.

9. **MAINTENANCE AND REPAIR.** Landlord will maintain the areas surrounding the Property in good condition and repair and free from weeds, debris and rubbish.

10. **WARRANTIES.** Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below. Landlord represents and warrants that: (i) to the best of its knowledge, Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant’s use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) to the best of Landlord’s knowledge, its execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure debt, mortgage, or other security interest, Landlord will use its best efforts to notify Tenant of such and give Tenant the opportunity to secure a Subordination, Non-Disturbance and Attornment Agreement. However, Tenant takes possession of the Premises subject to those matters that are of record title or that Tenant could discover through reasonable due diligence under the circumstances or that it has actual notice of.

11. **ENVIRONMENTAL.**

   (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party’s activity conducted in, or on the Property.

   (b) Landlord and Tenant agree to hold harmless and indemnify the other from and to assume all duties, responsibilities, and liabilities at is sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.
(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement and/or any transfer or assignment of the rights and obligations under this Agreement.

12. **ACCESS.** At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have access to and over the Property between 7:00 a.m. and 4:00 p.m. PST, Monday through Friday, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant must provide twenty four (24) hour prior notice, except in the case of an emergency in which event Tenant must provide as much notice as possible to Landlord’s Watch Commander of its intent to enter the Premises. Landlord may in its reasonable determination deny such access if such will interfere with the Landlord’s operations. In the event any public utility is unable to use the access provided to Tenant the Landlord hereby agrees to grant an additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement for whatever reason, Tenant will remove all such improvements and return the Premises to the Landlord in the same or better condition as the Premises were in on the Commencement Date, reasonable wear and tear excepted.

14. **RELOCATION.** Upon request by Landlord, from time to time, Tenant will make minor relocations of its Communication Facility equipment so long as such does not interfere with Tenant’s operation of its Communication Facility. Upon relocation of the Communications Facility, or any part thereof, all references to the Premises in this Agreement will be deemed to be references to the relocation site. Upon permanent relocation, the parties shall execute an amendment to this agreement which redefines the Property, Premises, and the Communication Facility and which deletes the existing Exhibits A, B and C, and replaces such with revised Exhibits A, B and C. Except as expressly provided in this Paragraph, Owner and Tenant agree that in no event will the relocation of the Communication Facility, or any part thereof, except as provided in this Paragraph 14, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.
15. MAINTENANCE; UTILITIES.
   (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant’s obligation to maintain the Premises shall not include any portion of the Structure, roof of the Structure or Premises that Landlord or any other tenant of the Structure is obligated to maintain. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
   (b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant must, at its own cost and expense, install a submeter to the Landlord’s meter. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied indirectly by Landlord.

16. DEFAULT AND RIGHT TO CURE.
   (a) Tenant will be deemed to be in default and breach of this Agreement if Tenant fails to perform any term or condition under this Agreement within forty-five (45) days after Tenant’s receipt of Landlord’s written notice that identifies a specific failure by Tenant under this Agreement. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if such is due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
   (b) Landlord will be deemed to be in default and breach of this Agreement if Landlord fails to perform any term or condition under this Agreement within forty-five (45) days after Landlord’s receipt of Tenant’s written notice that identifies a specific failure by Landlord under this Agreement. No such failure, however, will be deemed to exist if Landlord commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if it is due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord’s default and to deduct the costs of such cure from any moneys due to Landlord from Tenant.

17. ASSIGNMENT/SUBLEASE.
   (a) Assignment. Tenant may assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant’s principal, affiliates, subsidiaries, subsidiaries of its principal (each a “Tenant Affiliate”) or to any entity which acquires all or substantially all of the Tenant’s assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization. Notwithstanding any such assignment by Tenant, Tenant will remain primarily responsible for performance under this Agreement.
(b) **Sublease.** Tenant shall have the right to sublease the Premises, or any portion thereof, **only to** any entity that is under the ultimate control of AT&T, Inc. without the prior consent of Landlord. Tenant may not otherwise sublease the Premises without Landlord’s prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

18. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # LAD095  
Cell Site Name: El Segundo PD Main Grand (CA)  
Fixed Asset #: 10086765  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

with a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC  
Attn: Legal Department – Network Operations  
Re: Cell Site # LAD095  
Cell Site Name: El Segundo PD Main Grand (CA)  
Fixed Asset #: 10086765  
208 S. Akard Street  
Dallas, TX 75202

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice.

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

Either party may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

19. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant’s sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where
applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. **DAMAGE TO PROPERTY.** Landlord will provide prompt notice to Tenant of any damage affecting the Premises within two (2) business days following the occurrence of such damage. If any part of the Communication Facility or Property is damaged by fire or other cause so as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. **WAIVER OF LANDLORD’S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility is personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant’s right to remove all or any portion of the Communication Facility from time to time in Tenant’s sole discretion and without Landlord’s consent.

23. **POSSESSORY INTEREST TAXES.** Tenant is informed by Landlord pursuant to Cal. Rev. & Tax. Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that Tenant may be subject to the payment of property taxes levied on such interest. Tenant may not deduct such amount from Rent or any other sums due to Landlord under this Agreement.

24. **MISCELLANEOUS.**

(a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord’s city manager and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Short Form Lease.** Either party will, at any time upon fifteen (15) day’s prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form attached as Exhibit C. Either party may record this memorandum at any time, in its absolute discretion.

(c) **Bind And Benefit.** The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(c) **Governing Law.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party’s performance, and (iii) no more than one (1) month’s Rent has been paid in advance.

(h) **No Option.** The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Survival of Terms.** Paragraphs 8, 11, 13 and 24(j) will survive the termination of this Agreement.

(j) **Insurance.** Before commencing performance under this Agreement, and at all other times this Agreement is effective, Tenant will procure and maintain the following types of insurance with coverage limits complying, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$1,000,000 occurrence and aggregate</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement.</td>
</tr>
</tbody>
</table>

(i) Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Required liability policies will include Landlord, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by Landlord will be excess thereto. Landlord’s additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or
independent contractors; and, (iii) not exceed Tenant’s indemnification obligation under this Agreement, if any. Such insurance will be on an “occurrence,” not a “claims made,” basis. Tenant will provide at least thirty (30) days advanced written notice to Landlord of any cancelation of any required coverage that is not replaced.

(ii) Tenant will furnish to Landlord duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance as may be reasonably required by Landlord from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A-:VII.”

(iii) Notwithstanding the forgoing, Tenant may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Tenant elects to self-insure its obligation under this Agreement to include Landlord as an additional insured, the following conditions apply: (A) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (B) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (C) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(k) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property in a manner sufficient to ensure Tenant’s permitted use under this Agreement, and otherwise to continuously utilize the rights expressly granted or conferred by Landlord to Tenant under this Agreement.

25. **TERMINATION OF EXISTING LEASE.** As of the Effective Date, the Existing Lease is hereby terminated and without the necessity of a further writing exchanged between Landlord and Tenant. Neither Landlord nor Tenant shall have any further rights or remedies under the Existing Lease. All obligations of each party are deemed to have been fully performed and discharged, and each party hereby fully releases the other from all payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding thereunder to the maximum extent permitted under all applicable Laws.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be effective as of the last date written below.

"LANDLORD"
City of El Segundo,
a municipal corporation

__________________________
Greg Carpenter
Its: City Manager

Date: ________________, 2014

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY
By: _______________________
Karl H. Berger, Assistant City Attorney

Date: ________________, 2014

"TENANT"
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _______________________
Print Name: _______________________

Its: _______________________
Date: ________________, 2014

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]
LANDLORD ACKNOWLEDGMENT

State of California  
County of ______________________)  

On ______________________ before me, ______________________, (insert name and title of the officer)  

personally appeared  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  

WITNESS my hand and official seal.  

Signature ______________________ (Seal)  

TENANT ACKNOWLEDGMENT

State of California  
County of ______________________)  

On ______________________ before me, ______________________, (insert name and title of the officer)  

personally appeared  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  

WITNESS my hand and official seal.  

Signature ______________________ (Seal)
EXHIBIT A

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Structure Lease Agreement dated __________________, 2014 by and between the City of El Segundo, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC as Tenant.

The Property is legally described as follows:

THE LAND REFERRED TO HEREBIN BELOW IS SITUATED IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 22, INCLUSIVE AND LOTS 24 THROUGH 42, INCLUSIVE, BLOCK 42 OF EL SEGUNDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THAT CERTAIN ALLEY RUNNING NORTH AND SOUTH, 20 FEET WIDE, AS SHOWN ON THE MAP OF EL SEGUNDO, VACATED BY RESOLUTION NO. 1062 OF SAID CITY, WHICH IS RECORDED FEBRUARY 10, 1950, AS INSTRUMENT NO. 2639, OFFICIAL RECORDS, AND LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 19 OF SAID TRACT.

PARCEL 2:

LOTS 43 AND 23 IN BLOCK 42 OF TRACT NO. 1826, IN THE CITY OF EL SEGUNDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT NO. 1826, VACATED BY RESOLUTION NO. 1183 OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 11, 1951, AS INSTRUMENT NO. 1719, IN BOOK 37170, PAGE 238, OFFICIAL RECORDS OF SAID COUNTY, LYING BETWEEN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 43 OF SAID BLOCK 42 AND THE NORTHERLY LINE OF GRAND AVENUE, SAID NORTHERLY LINE BEING ALSO THE WESTERLY CONTINUATION OF THE CURVED SOUTHERLY LINE OF SAID LOT 43, HAVING A RADIUS OF 751.02 FEET.

APN: 4135-003-901
EXHIBIT B

PLANS (DESCRIPTION OF PREMISES AND COMMUNICATION FACILITY)
Page 1 of 22

The Premises and Communication Facility are described and/or depicted as follows:

[Plan Set Dated October 8, 2013, Created by National Engineering & Consulting, Inc., Consisting of Twenty-One (21) Pages Appears on Following Pages]

Notes:
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries is the distance required by the applicable governmental authorities.
3. Width of access road is the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.
EXHIBIT C

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]
MEMORANDUM OF LEASE

Recording Requested By & When Recorded Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

APN: 4135-003-901

Cell Site #: LAD095
Cell Site Name: El Segundo PD Main Grand (CA)
Fixed Asset Number: 10086765
State: California
County: Los Angeles

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ___ day of ____________, 2014, by and between the City of El Segundo, a municipal corporation, having a mailing address of 350 Main Street, El Segundo, CA 90245 (hereinafter referred to as “Landlord”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as “Tenant”).

1. Landlord and Tenant entered into a certain Structure Lease Agreement (“Agreement”) on the ___ day of ____________, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and may not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement controls. The Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"
City of El Segundo,
a municipal corporation

_________________________________________________________
Greg Carpenter
Its: City Manager

Date: __________________________, 2014

"TENANT"
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: __________________________

Print Name: ______________________

Its: __________________________

Date: __________________________, 2014

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]
LANDLORD ACKNOWLEDGMENT

State of California
County of __________________

On ______________________ before me, ____________________________ (insert name and title of the officer),

personally appeared ____________________________

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

TENANT ACKNOWLEDGMENT

State of California
County of __________________

On ______________________ before me, ____________________________ (insert name and title of the officer),

personally appeared ____________________________

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated ____________, 2014, by and between the City of El Segundo, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 22, INCLUSIVE AND LOTS 24 THROUGH 42, INCLUSIVE, BLOCK 42 OF EL SEGUNDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PARCEL 2:

LOTS 43 AND 23 IN BLOCK 42 OF TRACT NO. 1826, IN THE CITY OF EL SEGUNDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT NO. 1826, VACATED BY RESOLUTION NO. 1183 OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 11, 1951, AS INSTRUMENT NO. 1719, IN BOOK 37170, PAGE 238, OFFICIAL RECORDS OF SAID COUNTY, LYING BETWEEN THE WESTERN PROLONATION OR THE NORTHERLY LINE OF LOT 43 OF SAID BLOCK 42 AND THE NORTHERLY LINE OF GRAND AVENUE, SAID NORTHERLY LINE BEING ALSO THE WESTERN CONTINUATION OF THE CURVED SOUTHERLY LINE OF SAID LOT 43, HAVING A RADIUS OF 751.02 FEET.

APN: 4135-003-901

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Los Angeles County Appears on Following Page]
AGENDA DESCRIPTION:

Consideration and possible action to reject the lowest bidder and award a standard Public Works Contract to Addscape, Inc., for the 2013-2014 Curb, Gutter, Sidewalk, and other Concrete Improvements Project, Project No. PW 13-22 (Fiscal Impact: $50,000.00)

RECOMMENDED COUNCIL ACTION:

1. Reject the bid from CLA Construction and Engineering, Inc.
2. Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Addscape, Inc. in the amount of $43,780.00
3. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted: | $50,000.00 |
| Additional Appropriation: | No |
| Account Number(s): | 106-400-8203-8606 (Gas Tax: Curb Replacement) |

ORIGINATED BY: Arianne Bola, Senior Engineer Associate

REVIEWS BY: Stephanie Katsouleas, Public Works Director

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On an annual basis, the City contracts for the repair of defective sidewalks, curbs, gutters, driveway approaches, and pavement areas that have been damaged throughout the City. The program is intended to eliminate tripping hazards, ensure public safety, and restore proper drainage flows affected by defective areas.

This budget year allocated $50,000 from the Gas Tax for sidewalk, curb and gutter repairs. The City's annual concrete repair program addresses the highest priority areas within the City based on the budget allocated each year, provided that no other work has to be done first on any private property adjacent to the area to be repaired. Public Works also coordinates these areas with the Parks Department for tree removal when necessary to complete the repairs.

On December 3, 2013, the City Council adopted the plans and specifications for Project No. PW 13-22, 2013/14 Curb, Gutter, Sidewalk, and Other Concrete Improvements Project, and authorized staff to advertise the project for receipt of construction bids. Eight (8) locations were specified under the base bid and another ten (10) were specified under the alternate bid. This approach was used to ensure that the highest priorities were funded while still allowing
adjustments for additional work based on bid rates. On March 11, 2014, the City Clerk received and opened seven (7) bids as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLA Construction and Engineering, Inc.</td>
<td>$12,697.50</td>
<td>$14,074.00</td>
</tr>
<tr>
<td>2</td>
<td>Addscape, Inc.</td>
<td>$19,970.00</td>
<td>$23,810.00</td>
</tr>
<tr>
<td>3</td>
<td>Civil Works Corp.</td>
<td>$24,321.18</td>
<td>$22,397.53</td>
</tr>
<tr>
<td>4</td>
<td>Rojas Construction</td>
<td>$28,104.00</td>
<td>$24,342.00</td>
</tr>
<tr>
<td>5</td>
<td>El Camino Construction and Engineering</td>
<td>$31,480.00</td>
<td>$32,493.00</td>
</tr>
<tr>
<td>6</td>
<td>Omega Contractors</td>
<td>$44,175.00</td>
<td>$27,932.00</td>
</tr>
<tr>
<td>7</td>
<td>Rafael 26 Construction, Inc.</td>
<td>$48,799.00</td>
<td>$29,056.80</td>
</tr>
</tbody>
</table>

Staff reviewed the bid package submitted by the lowest bidder, CLA Construction and Engineering, Inc., and encountered the following issues:

1. CLA Construction and Engineering, Inc. (CLA) does not currently hold a valid state contractor’s license required to construct the project.
2. CLA’s bid package submittal was incomplete.
3. CLA was not able to provide enough references for projects they have constructed in the past that are similar to this project.

Staff has verified the references and contractor license status of the second lowest bidder, Addscape, Inc. Its contractor license is current and past performance on jobs of similar size and scope is satisfactory. The construction costs proposed by Addscape, Inc. are as follows:

**Proposed Construction Cost**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Base Bid</td>
<td>$19,970.00</td>
</tr>
<tr>
<td>Alternate Bid</td>
<td>$23,810.00</td>
</tr>
<tr>
<td>Contingency Amount (12%)</td>
<td>+ $6,220.00</td>
</tr>
<tr>
<td><strong>Total Proposed Construction Cost</strong></td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Therefore, staff recommends that City Council award a standard public works contract to Addscape, Inc. in the amount of $43,780.00 and authorize additional expenditures of up to $6,220.00 for contingencies or additional sidewalk repairs for a total of $50,000.00.
2013-2014 CURB, GUTTER, SIDEWALK, AND OTHER CONCRETE IMPROVEMENTS PROJECT

PROJECT NO. PW 13-22

PROJECT LOCATIONS:

BASE BIDS:

1. El Segundo High School on Mariposa Avenue, E of cross walk at Standard Street
2. 850 Main Street
3. 745 Main Street
4. 840 Main Street
5. 807 Main Street
6. 811 Main Street
7. NE corner of Continental Boulevard and El Segundo Boulevard
8. SW corner of Douglas Street and Park Place

ALTERNATE BIDS:

A1. 904 Main Street
A2. 950 Main Street
A3. 955 Main Street
A4. 935 Main Street
A5. 519 E. Maple Avenue on Washington Street
A6. 812 Center Street
A7. 1038 E. Imperial Avenue
A8. 1122 E. Acacia Avenue
A9. 600 Allied Way
A10. 2100 E. Grand Avenue
Alternate Bid Items are called out with a "A" preceding the number.
LOCATION MAP
PW 13-22: 2013-2014 CURB, GUTTER, SIDEWALK,
AND OTHER CONCRETE IMPROVEMENTS PROJECT

Alternate Bid Items are called out with a "A" preceding the number.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution pursuant to Public Contracts Code §20168 finding that an emergency existed within the City, ratifying the action of the City Manager and authorizing the City Manager to approve a contract in a form approved by the City Attorney with Empire Building to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code (“ESMC”)§ 1-7-12 and 1-7A-4 and find that the project is exempt from review under the California Environmental Quality Act as an emergency repair. (Fiscal Impact: $82,354.00)

RECOMMENDED COUNCIL ACTION:

(1) Adopt a Resolution finding that an emergency exists and waive bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050 and ESMC §§ 1-7-12 and 1-7A-4;

(2) Authorize the City Manager to execute a maintenance contract with prevailing wages, in a form approved by the City Attorney, to Empire Building for the removal of fallen debris in the attic space of City Hall;

(3) Find that the project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. (“CEQA”) pursuant to Section 15269, subdivision (a) of the CEQA Guidelines; and/or.

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

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Declaration of Emergency

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $82,354.00
Additional Appropriation: No
Account Number(s): 405-400-0000-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works

REVIEWED BY: Stephanie Katsouleas, Director of Public Works

APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

On May 21, 2013, City Council awarded a project to J. Cab and Sons to replace the roof at City Hall. After the discovery of asbestos and subsequent remediation, the Contractor was issued a notice to proceed on February 3, 2014 and shortly thereafter began the first phase of tear off at the western end of the building above the City Manager’s and Finance Offices. It was subsequently discovered that the roof sub-floor was comprised of 1” x 6” slats rather than 4’ x 8’ shear panels, resulting in sawdust and other debris falling through the slat gaps into the attic area of the ceiling during tear-off. Some that debris also fell through the ceiling tiles and directly on to workstations, tables and the carpet. As work progressed toward the eastern and southern sections of City Hall, the roof composition changed to a tar and gravel buildup with the same type of 1” x 6” slat sub-floor. During the tear-off of these sections, more and heavier tar and gravel debris fell through the gaps in the slats and onto workstations, tables and the carpet. At this time, a significant amount of cleaning of the attic space for nearly all of City Hall must be completed to prevent further debris from falling through the ceiling tiles and creating an unsafe work environment.

Staff feels that this creates an emergency situation because the workstations are at continued risk of falling debris. Additionally, the Planning and Building Department has been displaced to the Emergency Operations Center (EOC), making it unavailable for use should another emergency occur. However, before they can return, the threat of falling debris must be mitigated as quickly as possible. As it currently stands, the EOC could not effectively be utilized as an emergency center due to being occupied by Building and Planning staff.

Ordinarily, the Public Contracts Code (“PCC”) requires formal bidding for all public works projects. PCC § 20168, however, allows the City Council to adopt a resolution by four-fifths vote “declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property.” Pursuant to this section and PCC § 22050, the City Council may by-pass bidding requirements ordinarily required under the PCC. An “emergency” is defined as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Here, there is an imminent danger to public health and safety for several reasons including, without limitation: (1) the threat of additional falling debris on staff, which is already on the ceiling tiles in City Hall and (2) the unavailability of the EOC during an unforeseen emergency or event.

The project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. (“CEQA”) pursuant to Section 15269, subdivision (a) of the CEQA Guidelines because replacing the boiler was an emergency repair to a public facility necessary to maintain service essential to the public, health and welfare.

Therefore, staff recommends that City Council adopt the attached resolution declaring the cleaning of the attic space in City Hall an emergency, ratifying the City Manager’s actions to authorize its cleaning, approving a contract with Empire Building and finding that the project is exempt from CEQA review as an emergency project.
RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND EI SEGUNDO MUNICIPAL CODE §§ 1-7-12 and 1-7A-4 AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS AN EMERGENCY REPAIR.

The City Council does resolve as follows:

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

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

C. A roofing project, located within the public facility identified as City Hall resulted in debris falling through the roofing sub-floor and into the attic space of the building. Subsequently, some of that debris, including tar and gravel, has fallen through the ceiling tiles and onto work stations, carpets and tables, creating an unsafe work environment and necessitating the relocation of many City Hall staff. The debris must be mitigated before the Planning and Building Safety and Human Resources staff can return to their routine work stations.

D. In compliance with applicable law, and to protect public, health, safety and welfare, the City Manager is taking immediate emergency action to remove the debris in accordance with El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4 and has reported his actions to the City Council.

E. The fallen roofing debris constitutes a sudden, unexpected occurrence that posed a clear and imminent danger to the City property, its citizens, and employees. This threat required immediate action to prevent or mitigate the loss or impairment of essential public services.

F. Under such emergency conditions, the City Council finds that the delay

Resolution No. _____

Page 1 of 3

75
resulting from public bidding would have imperiled essential public services.

G. The project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. ("CEQA") pursuant to CEQA Guidelines § 15269(a) because the fallen debris-related emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare.

SECTION 2: In light of the emergency described above, the City Council ratifies the actions of the City Manager to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050 and ESMC §§ 1-7A-4 and and 1-7A-4.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 6th day of May, 2014.

Suzanne Fuentes, Mayor

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

By: Karl H. Berger, Assistant City Attorney
CERTIFICATION

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 the said City is five; that the foregoing resolution, being RESOLUTION NO. _______ was duly passed and adopted by the 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 the said Council held on the _____ day of ________________, 2014, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _______ day of ______________, 2014.

Tracy Weaver, City Clerk
Of the City of El Segundo,
California
(SEAL)
DECLARATION OF EMERGENCY

The City Manager finds:

That conditions of extreme peril to the safety of persons and property arose within the City of El Segundo, caused by the falling debris in the attic space of City Hall resulting from the Roof Replacement Project. These conditions required an immediate response to remove the debris from the attic space in City Hall.

These conditions of extreme peril warrant and necessitated the proclamation of the existence of a local emergency with regard to the fallen debris in the attic space of City Hall.

Accordingly, pursuant to § 1-7A-4 of the El Segundo Municipal Code, a local emergency is proclaimed to have existed within the City of El Segundo on April 21, 2014.

City Manager

4-24-14

Date/Time
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: May 6, 2014
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action to reject the lowest bidder and to award a standard Public Works Contract to Addscape, Inc., for Community Development Block Grant (CDBG) Project 601608-13, “Installation of American with Disabilities Act (ADA) Sidewalk Ramp Project.” Project No. PW 13-14 (Fiscal Impact: $44,275.00 in CDBG grant funds)

RECOMMENDED COUNCIL ACTION:

1. Reject the bid from CLA Construction and Engineering, Inc. as non-responsive.
2. Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Addscape, Inc. in the amount of $38,500.00.
3. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $44,275.00
Additional Appropriation: No
Account Number(s): 111-400-2781-8499 (Community Development Block Grant: Capital Projects)

ORIGINATED BY: Arianne Bola, Senior Engineer Associate
REVIEWED BY: Stephanie Katsouelas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo qualifies each year for the Federal Community Development Block Grant (CDBG) funding program. The program funds local community development projects that meet national objectives, which includes the installation of disabled curb ramps. The City’s specific project includes installation of new ADA ramps at eleven (11) locations within the City (see attached location map).

On June 18, 2013, the City Council adopted the plans and specifications for Project No. PW 13-14, ADA Ramp Installation Project, CDBG Project 601608-13, and authorized staff to advertise for receipt of construction bids. Six (6) locations were specified under the base bid items and the remaining five (5) were under the alternate bid items. This approach was used to ensure that the highest priorities were funded while still allowing adjustments for additional work based on bid rates.

1 National objectives include projects that benefit low and moderate income persons, address slums or blight and/or meet a particular urgent community development need.
A bid opening was held on January 28, 2014. No bids were received. On February 6, 2014 the project was re-bid and a second Notice Inviting Bids was advertised. On March 11, 2014, the City Clerk received and opened six (6) bids as listed:

1. CLA Construction and Engineering, Inc.  
   Base Bid: $16,080.00  
   Alternate Bid: $13,400.00
2. Addscape, Inc.  
   Base Bid: $21,000.00  
   Alternate Bid: $17,500.00
3. El Camino Construction and Engineering  
   Base Bid: $26,280.00  
   Alternate Bid: $21,900.00
4. Kalban, Inc.  
   Base Bid: $31,824.00  
   Alternate Bid: $26,520.00
5. Rojas Construction  
   Base Bid: $40,500.00  
   Alternate Bid: $46,000.00
6. Omega Contractors  
   Base Bid: $58,800.00  
   Alternate Bid: $49,000.00

Staff reviewed the bid package submitted by the lowest bidder, CLA Construction and Engineering, Inc., and encountered the following issues:

1. CLA Construction and Engineering, Inc. (CLA) does not currently hold a valid state contractor’s license required to construct the project.
2. CLA’s submitted bid package was incomplete.
3. CLA was not able to provide enough references for similar projects they have constructed in the past.

Staff has verified the references and contractor license status of the second lowest bidder, Addscape, Inc. Their contractor license is current and their past performance on jobs of similar size and scope is satisfactory. The construction costs proposed by Addscape, Inc. are as follows:

**Proposed Construction Cost**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Base Bid</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>Alternate Bid</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>Contingency Amount (15%)</td>
<td>+ $5,775.00</td>
</tr>
<tr>
<td><strong>Total Proposed Construction Cost</strong></td>
<td><strong>$44,275.00</strong></td>
</tr>
</tbody>
</table>

Therefore, staff recommends that City Council 1) approve an appropriation from the CDBG Block Grant Fund and 2) award a standard public works contract to Addscape, Inc. in the amount of $38,500.00 and authorize additional an additional contingency of $5,775.00 (15%) for potential change orders and unforeseen conditions. Community Development Block Grant (CDBG) funds from Program Year 2013-2014 in the amount of $44,275.00 will support implementation of this project.
AGENDA DESCRIPTION:

Consideration and possible action regarding 1) Approval of a resolution establishing a revised salary schedule for certain part-time classifications in order to comply with the minimum wage increase effective July 1, 2014. (Fiscal Impact: Estimated $609 for upcoming year)

RECOMMENDED COUNCIL ACTION:

1. Approve the attached resolution.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution

FISCAL IMPACT: $609

Amount Budgeted: Existing Recreation Division budget for part-time salaries  
Additional Appropriation: $609  
Account Number(s): 001-400-5202-4102

ORIGINATED BY: Lisa Jenkins, Senior Human Resources Analyst
REVIEWED BY: Martha Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Per Assembly Bill 10 (AB10), the minimum wage in California will increase from $8.00 per hour to $9.00 per hour effective July 1, 2014.

There are three part-time, unrepresented classifications in the City which contain hourly rates below the new minimum wage of $9.00 per hour: Recreation Leader I, Video Technician I, and Library Page. In order to comply with the upcoming minimum wage increase, Staff is recommending the removal of Steps A and B of the range to which these classifications are assigned (Range “2pt”) and keeping the existing rates for Steps C, D, and E. Employees who are currently allocated to Step A ($8.16 per hour) or B ($8.57 per hour) will be reassigned to Step C ($9.00 per hour) by personnel action effective July 1, 2014. The cost of this adjustment will be absorbed in the existing budget for part-time Recreation staff.

Minimum wage will be raised again on January 1, 2016 to $10.00 per hour. Staff will return to Council for approval of future adjustments as the effective date approaches.
RESOLUTION NO.__________

A RESOLUTION ESTABLISHING A REVISED SALARY RANGE FOR THE CITY'S UNREPRESENTED PART-TIME HOURLY JOB CLASSIFICATIONS OF RECREATION LEADER I, VIDEO TECHNICIAN I, AND LIBRARY PAGE

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

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

<table>
<thead>
<tr>
<th></th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation Leader I</td>
<td>N/A</td>
<td>N/A</td>
<td>$9.00</td>
<td>$9.45</td>
<td>$9.92</td>
</tr>
<tr>
<td>Video Technician I</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Library Page</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range 2pt</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

SECTION 2: This resolution will become effective July 1, 2014 and will remain effective unless repealed or superseded.

SECTION 3: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this ___ day of _____________, 2014.

_________________________
Suzanne Fuentes
Mayor

ATTEST:

_________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_________________________
Mark Hensley, City Attorney
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding authorization for the City of El Segundo to continue participating in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the next Urban County Qualification Period three-year cycle, effective July 1, 2015 through June 30, 2018. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the City of El Segundo’s continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program, for the next three year Urban County Qualification Period effective July 1, 2015 through June 30, 2018;

2. Adopt the Resolution authorizing the City Manager, as the Mayor’s designee, to enter into a three-year Cooperation Agreement between the City of El Segundo and the County of Los Angeles Community Development Commission approving El Segundo’s continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program approved as to form by the City Attorney; execute four (4) copies of the Cooperation Agreement; and/or,

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

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution Regarding Participation in Los Angeles Urban County Community Development Block Grant Program
2. County of Los Angeles Community Development Block Grant and HOME Investment Partnerships Program Participating City Cooperation Agreement

FISCAL IMPACT: None

Amount Budgeted:
Account Number(s):

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Each year, Community Development Block Grant (CDBG) funds are allocated to cities by the Federal Housing and Urban Development Department (HUD) and administered through the Los Angeles County Community Development Commission (CDC). Participating cities receive funding based upon the total number of cities participating in the County's program, census population counts, estimates of poverty, overcrowding and aged housing stock.
Since 1986, the City of El Segundo has participated in the Los Angeles Urban County's CDBG Program. The Los Angeles County Community Development Commission (CDC) administers the Los Angeles County Community Development Block Grant (CDBG) Program. The County CDBG Program operates on a three-year funding cycle. The current three-year funding cycle will expire on June 30, 2015. In order to continue participation in the Urban County CDBG Program, the City of El Segundo must execute a new Cooperation Agreement for the next three-year funding cycle, effective July 1, 2015 through June 30, 2018.

Last year, the U.S. Department of Housing and Urban Development (HUD) introduced new requirements for the Cooperation Agreement. The new requirements strengthen fair housing and civil rights obligations required by the County and participating cities. Thus, the County has requested that all participating cities sign new Cooperation Agreements this year for the next Urban County Qualification Period, which will begin on July 1, 2015 and end on June 30, 2018, with an automatic renewal thereafter for a period of three-years.

The City receives approximately $55,000 annually in CDBG funds. Over the past years, these funds have supported removal of architectural/physical impediments [Americans with Disabilities Act (ADA)] along city streets to ease mobility and accessibility for El Segundo disabled and senior adults. The City's ongoing participation in the Los Angeles Urban County CDBG Program ensures that these CDBG-eligible ADA-accessible projects continue uninterrupted.

**Recommendation**

Staff recommends that, in order to continue participation in the Urban County CDBG Program, the El Segundo City Council adopt the Resolution authorizing the City Manager, as the Mayor's Designee, to sign four (4) copies of the, “County of Los Angeles Community Development Block Grant and HOME Investment Partnerships Program Participating City Cooperation Agreement” for the next three-year Urban County Qualification Period beginning July 1, 2015 through June 30, 2018.
RESOLUTION NO. ___

A RESOLUTION APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

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

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

A. The City of El Segundo desires to continue its participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2015;

B. The City of El Segundo authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

C. It is in the public interest to enter into an Agreement with Los Angeles County as described in this Resolution.

SECTION 2: The City Council adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of El Segundo and the County of Los Angeles for the time period of July 1, 2015 through June 30, 2018 and self-renewing thereafter.

SECTION 3: The City Manager is authorized to execute any required documents to enter into an Agreement with Los Angeles County as described in this Resolution.

SECTION 3: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 2014.

Mayor
CERTIFICATION

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 the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the 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 the said Council held on the ____ day of ______________, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

________________________________________
Tracy Weaver, City Clerk

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

By: ______________________________
Karl H. Berger,
Assistant City Attorney
COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS

PARTICIPATING CITY
COOPERATION AGREEMENT

This Agreement is being entered into on this ____ day of May 2014, to be effective on the 1st day of July 2015, by and between the City of El Segundo, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2018. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

Revised 03/2014
WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.

3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.

4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.

5. The term of this Agreement shall commence on **July 1, 2015**, the beginning date of this new Urban County Qualification Period, which will end on **June 30, 2018**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year term.
extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, affirmatively furthering fair housing, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.

8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.

10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.

11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.

13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of $25,000, shall be subject to the following standards:

   a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.

   b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.

14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.

15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.

16. The City has adopted and is enforcing:

   a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

   b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

17. The City shall or shall continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Revised 03/2014
b. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The City's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 17.

d. Notifying the employee in the statement required by paragraph "a" of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:

   i. Abide by the terms of the statement; and

   ii. Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.

f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:

   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

Revised 03/2014
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: 
Deputy County Counsel 

Date

COUNTY OF LOS ANGELES

By: 
SEAN ROGAN, Executive Director 
Community Development Commission of the County of Los Angeles

CITY OF EL SEGUNDO

By: 
GREG CARPENTER 
City Manager

ATTEST:

City Clerk

By: 
Tracy Weaver

APPROVED AS TO FORM:

JOHN F. KRATTLI 
County Counsel

MARK D. HENSLEY 
City Attorney

By: 
Deputy

By: 
Karl H. Berger, 
ASSISTANT CITY ATTORNEY

Revised 03/2014
AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of a Second Amendment to a Professional Services Agreement with RBF Consulting, to increase the contract amount to provide environmental review services pursuant to the California Environmental Quality Act (CEQA) for the Raytheon El Segundo South Campus Specific Plan Project. (Fiscal Impact: up to $598,721 Developer Reimbursed Trust Fund)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation of up to $598,721 to provide environmental review services;
2. Authorize the City Manager to execute a Second Amendment to a Professional Service Agreement for environmental review services approved as to form by the City Attorney in an amount not to exceed $598,721; and/or;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. RBF Consulting Revised Costs for Preparation of an Environmental Impact Report
2. RBF Consulting Revised Proposal for Preparation of an Environmental Impact Report for the Raytheon El Segundo South Campus Specific Plan Project.

FISCAL IMPACT: $598,721
Amount Budgeted: N/A
Additional Appropriation: $598,721
Account Number(s): Developer Reimbursed Trust Fund to be established for this project

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City Council previously directed Planning and Building Safety staff to obtain Council approval on any planning consulting services contracts over $200,000 for the preparation of the necessary environmental review pursuant to the California Environmental Quality Act (CEQA). Planning Division staff seeks approval to enter into a second amendment to an existing professional services agreement for CEQA review of the Raytheon El Segundo South Campus Specific Plan Project.

The required environmental review is for a proposed Specific Plan for the 142.28 acre Raytheon
site located south of El Segundo Boulevard generally between South Sepulveda Boulevard and South Douglas Street. The proposed project is for a Specific Plan to allow the property to be built out to a .6 floor area ratio (FAR). The proposed project would allow for up to an additional 1,843,630 net square feet of development in addition to the existing 1,874,591 net square feet of development on the campus site. The project entitlements will include a General Plan Amendment, General Plan Map Amendment, Zone Change, Zone Text Amendment and Specific Plan. The project would also include a Development Agreement and a Vesting Tentative Tract Map to divide the property into 24 parcels.

The consultant was asked to prepare a budget based upon the preparation of an Environmental Impact Report (EIR). The size, scope, and complexity of this project necessitated extensive consultation with other responsible agencies that review and provide input to environmental documents. This project has required extensive consultation with Caltrans and Metro in particular as well as surrounding agencies due to the complexity of the traffic analysis because the project has multiple phases and the Specific Plan provides flexibility in the range of uses, the timing of construction, and the order in which uses are constructed. The applicant has also chosen to request additional site sensitivity analysis regarding the timing of some mitigation measures that is normally outside the mandatory scope of CEQA analysis. As a result, these optional tasks and the additional analysis that has been necessary has added time and cost to the project. The amendment of the existing agreement and additional cost is necessary in order to complete the processing of this project. Staff anticipates releasing the draft EIR for this project for public comment by early summer. The first amendment was to extend the term of the contract.

The applicant is responsible for reimbursing the city for all costs pursuant to an existing reimbursement agreement between the applicant and the City.

**Recommendation**

The Planning and Building Safety Department requests that the Council: 1) approve a budget appropriation of $598,721 from a developer funded trust account for planning consulting services; and 2) authorize the City Manager to execute a Second Amendment to a Professional Services Agreement with RBF Consulting in a form approved by the City Attorney, for a combined total not to exceed $598,721.
UPDATED WORK PROGRAM AND BUDGET
FOR CONSULTING SERVICES

Raytheon El Segundo
South Campus Specific Plan
Environmental Impact Report
and Design Review Services

Prepared for:
City of El Segundo

Submitted by:
RBF Consulting

February 13, 2013
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I. SCOPE OF WORK

The following Scope of Work has been prepared based upon information received by RBF Consulting. The cost estimate, which is itemized according to task and issue, is included in Section IV of this proposal.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS (COMPLETED)

The EIR work program will be initiated with a kick-off meeting with City Staff to discuss the project in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, the details of construction proposed buildout conditions, scheduling and overall communications. Prior to the kick-off, RBF will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off meeting, RBF will draft a preliminary project description for review and approval by City Staff.

1.2 RESEARCH AND INVESTIGATION (COMPLETED)

RBF will obtain and review available referenced data for the project area, including policy documentation from the City of El Segundo, County of Los Angeles, State and Federal agencies, the Southern California Association of Governments and all other agencies which may be affected by the Project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate. This task includes a visit to the project area, which will include a detailed photographic recording of on- and off-site conditions.

1.3 AGENCY CONSULTATION (COMPLETED)

As indicated in Section 15083 of the CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation and Public Scoping Meeting will provide that opportunity, RBF will conduct additional discussions with local, state and federal agencies which will assist in the early stages of the analysis and issue delineation. This scoping can be an effective way to bring together and resolve the concerns of affected Federal, State and local agencies as well as the local community.

1.4 PREPARATION OF THE INITIAL STUDY (COMPLETED)

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will be structured in the same format as Appendix G of the CEQA Guidelines. The Initial Study will contain a description of the Project, the Project location, and a description of the environmental setting. The main body of the document will consist of a City-approved environmental checklist and an accompanying environmental analysis. This section will denote the appropriate CEQA action based upon the Environmental Checklist/Environmental Analysis.
The Project will be analyzed for the potential to create significant environmental impacts in the areas specified on the City’s approved environmental checklist. The Initial Study will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings.

1.5 NOTICE OF PREPARATION (COMPLETED)

RBF will prepare, distribute and file the Notice of Preparation (NOP) for the EIR. A Draft NOP will be prepared and forwarded to City Staff for review and comment. RBF will then finalize the NOP for distribution. The distribution will be based on a City-approved distribution list to be provided by City staff. This task includes certified mailing of approximately fifty (50) notices to affected agencies and interested parties. Comments received in response to the NOP will be evaluated during the preparation of the EIR.

1.6 SCOPING MEETING (COMPLETED)

A public scoping meeting, which can also involve Federal, State or other local agencies, will be scheduled during the NOP public review period, in order that the community can gain an understanding of the proposed project and provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process and will be presented in a manner which the community can gain a greater understanding of the proposal, intent of CEQA and the key issue areas to be addressed in the EIR. RBF will provide a PowerPoint presentation, handouts and presentation-size graphics to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions and comments. Written comment forms will be provided for this purpose, and these comments, along with oral comments, will become a part of the administrative record.

2.0 PREPARATION OF ADMINISTRATIVE DRAFT EIR

2.1 INTRODUCTION AND PURPOSE

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of El Segundo CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies and documentation incorporated by reference.

2.2 EXECUTIVE SUMMARY

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

2.3 PROJECT DESCRIPTION

The Project Description section of this EIR will detail the project location, background and history of the project, discretionary actions, characteristics (addressed in Task 1.1), goals and objectives, construction program, phasing, agreements, and required permits and approvals that are required based on available information. This section will include a summary of the Project’s local
environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section.

2.4 **THRESHOLDS OF SIGNIFICANCE**

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, local, State, Federal or other standards applicable to an impact category.

2.5 **CUMULATIVE PROJECTS/ANALYSIS (PARTIALLY COMPLETED)**

In accordance with Section 15130 of the CEQA Guidelines, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of El Segundo’s jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. RBF will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the analysis in Section 2.6.

2.6 **ENVIRONMENTAL ANALYSIS**

RBF will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of Project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts and Planners at RBF.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational impacts associated with the project and their levels of significance. The impact analysis will be in a consistent order of environmental factors as Appendix G of the CEQA Guidelines (Aesthetics, Agricultural, Air Quality, etc.). For each Environmental Factor Analysis Section, the Impacts Subsection will begin with a list of all issues contained in the Initial Study. The thresholds for significance shall be identified for every environmental issue. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant With Mitigation incorporated or Potentially Significant Impact in the same order as these issues are provided in the Initial Study. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the Initial Study, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue. This section will include analysis for the following environmental issue areas:
A. Air Quality

RBF’s air quality staff will provide a thorough and complete assessment of the Project’s air quality impacts. The proposed Project would result in demolition, construction, and operational-related emissions of air pollutants. In recognition of the need to provide a comprehensive evaluation of the project’s impacts on air quality, RBF’s Air Quality Analysis will quantify project emissions and identify mitigation measures to reduce potentially significant air quality impacts to the extent feasible. RBF’s analysis will primarily follow guidance contained in the South Coast Air Quality Management District (SCAQMD) CEQA Air Quality Handbook. RBF’s scope of work for the air quality review includes the following:

Existing Conditions. The project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected at the nearest monitoring station which is located at the Los Angeles International Airport. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.) will also be provided.

Standards and Conditions. A summary of the relevant policies, rules, and regulations from the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and the SCAQMD will be provided.

Sensitive Reports. An overview of the nature and location of existing sensitive receptors will be provided. The sensitive receptors would include, but not be limited to residences, schools and churches in the project vicinity.

Demolition/Construction-Related Emissions. Emissions generated due to demolition and construction activities will be quantified. A general description of the major phases of construction and their timing will be required. The air pollutant emissions during demolition and construction will be compared to the SCAQMD Regional and Local Significance Thresholds. RBF will also qualitatively discuss naturally occurring asbestos impacts.

Operational Air Emissions. RBF will quantify operational emissions then provide a comparison to the SCAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing the EMFAC2007 and URBEMIS2007 models. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the SCAQMD’s 2007 Air Quality Management Plan for the South Coast Air Basin will be evaluated.

Localized Emissions. Consistent with the SCAQMD environmental justice program and Localized Significance Threshold (LST) methodologies, RBF will identify impacts using SCAQMD’s localized thresholds or the Ambient Air Quality Standards. RBF will identify mitigation measures, if necessary, to reduce emissions to less than significant levels. Should project traffic warrant Carbon Monoxide Hotspot modeling, RBF will model intersections utilizing the BREEZE ROADS model. The analysis will be consistent with the Transportation Project-Level Carbon Monoxide Protocol, prepared by the Institute of Transportation Studies at the University of California, Davis.

B. Drainage and Water Quality (PARTIALLY COMPLETED)

This task assumes that technical analysis related to drainage and water quality impacts would be prepared by the Project Applicant. RBF’s in-house stormwater specialists will perform a peer review.
of the Applicant’s studies for technical accuracy, consistency with applicable standards, and defensibility. RBF will review the reports to ensure that the studies contain a review of existing documentation, watershed boundary delineation, existing conditions analysis, analysis of proposed hydrology, analysis of proposed drainage facilities, floodplain impacts, water quality impacts (WQMP) and NPDES requirements.

This scope includes two rounds of peer review of the hydrology and water quality study and two comment memos based on the review. After the first round of peer review, a second round would be performed in order to confirm that initial comments were adequately addressed.

Utilizing the finalized drainage and water quality reports, this impact section will address changes in absorption rates, drainage patterns, storm drain improvement, and downstream affects. RBF will also evaluate water quality conditions and identify water quality (NPDES) techniques/structures in accordance with local, State and Federal requirements. The potential for the project to degrade water quality, interfere with groundwater recharge or expose people to water related hazards will be identified.

C. Geology and Soils (PARTIALLY COMPLETED)

Geologist D. Scott Magorien will undertake an EIR-level geotechnical investigation for the project. The March 8, 2011 Proposal (Section 2.6.C, Geology and Soils) included a scope of work and budget for Mr. Magorien to conduct a technical peer review of an Applicant-prepared geotechnical document. The Proposal also included as an optional task a scope of work and budget for D. Scott Magorien to undertake an EIR-level geotechnical investigation (Section 8.1, Geology and Soils Technical Review).

The following geotechnical/other documents were provided by the City/Applicant for D. Scott Magorien’s review:

- Geotechnical Investigation Proposed Three Potential Building Sites (including Plates and Tables), Rybak Inc., December 14, 2005.
- Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development Draft EIR, Christopher A. Joseph & Associates, October 2004:
  - Section IV.E, Geology and Soils, and
  - Appendix G, Geology Reports.
- Conceptual Grading Engineering Analysis.
- Preliminary Project Description.
- Tentative Tract Map Scan, April 17, 2012.

Mr. Magorien reviewed the documents outlined above in order to assess the adequacy of the consultant’s evaluation of site-specific geologic hazards and potentially significant geotechnical constraints. The review was also intended to determine whether these documents were sufficient to conduct a program-level site-specific EIR analysis and whether additional field research (i.e., site borings) would be needed for the EIR.

Based on his review of the available data, Mr. Magorien concluded that the data was not sufficient to support a program-level site-specific EIR analysis and its necessary conclusions. Therefore, an EIR-level geotechnical investigation was determined to be warranted. Mr. Magorien also concluded that additional field research (i.e., site borings) were not needed for the EIR. Mr. Magorien’s analysis will include the following:
A review of relevant geologic/soils data, color aerial photographs, as well as contacting the City and County Emergency Management Agency to request records of geotechnical reports associated with construction of the existing building, and the adjacent developments;
- A review of the most recent grading plan;
- Geotechnical engineering analyses of all data collected/generated during the course of this study; and
- Preparation of a written EIR-level report addressing geology, soils and seismicity.

The finalized report would be utilized by RBF to support the conclusions within the EIR. The impact section will provide a description of existing conditions, potential project impacts and hazards, and applicable mitigation measures, if necessary.

D. Greenhouse Gas Analysis/Climate Change

RBF has developed proprietary models for quantifying and analyzing greenhouse gases (GHG) from a variety of direct and indirect sources including construction, vehicular traffic, electricity consumption, water conveyance, and sewage treatment. RBF’s analyses recommend innovative greenhouse gas/air pollutant reduction methods during the construction and operation of a project, conduct advanced air dispersion modeling, evaluate the potential impacts of air pollutants on surrounding areas, investigate the use of renewable energy sources/energy efficient products, and quantify the benefits of resource conservation (i.e., electricity usage, recycling, etc.). The following outlines RBF’s Climate Change Analysis for the proposed project:

**Emissions Inventory.** RBF will review the land use data associated with the Specific Plan and will prepare an inventory of the greenhouse emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. The emissions inventory will be compiled consistent with the methodology prescribed by the California Air Resources Board (CARB) in the Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories.

The analysis will determine the project’s impact by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG’s by approximately 29 percent beyond “Business as Usual” conditions. The GHG reduction associated with the Specific Plan’s design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures [September 2010]).

**Energy Conservation.** RBF will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require CEQA compliance documentation to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy.

E. Hazardous Materials

RBF will prepare a Preliminary Hazardous Materials Assessment (Assessment) for the approximate 143-acre Raytheon El Segundo Project Site. The objectives of the Assessment are to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented
present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous materials that may be present as a result of such uses, within the limits imposed by the scope of the Assessment. Materials that may constitute a hazardous waste include, but are not limited to petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment. This Assessment is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but will identify the potential presence based on available information.

The purpose of this Assessment is to support the Environmental Documentation for the proposed project, in general accordance with the California Environmental Quality Act (CEQA). This Assessment is not considered a Phase I Environmental Site Assessment (ESA) and does not satisfy the requirements for the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 or All Appropriate Inquiry. Should the Client require a Phase I ESA for lending purposes or require the purchase of new property as part of the proposed project, RBF can provide a follow-up scope of work, as requested.

To achieve the objectives of this Assessment, RBF will conduct this Assessment, in general accordance with CEQA, to provide preliminary conclusions relative to site conditions. The scope of this Assessment includes the CEQA Thresholds specifically pertaining to hazardous materials, which include the following:

- Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;
- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school; and/or
- Be located on a site included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.

The Assessment will be designed to document past activities, facilities, and/or waste disposal practices, which may have resulted in soil or groundwater contamination. Past site usage will be investigated through an aerial photograph review, interviews, review of former permits, review of documents on file with applicable agencies, and research of former citations from State and local agencies. Current site conditions will be documented by an on-site inspection of the project area. Also, a review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records will be included. Regulatory sites within and surrounding the project area will be mapped within a one-mile radius. Potential hazardous materials conditions within the project site will be considered based on the EDR database search.

RBF will utilize the above referenced research to analyze potential project-related impacts, as they pertain to hazardous materials per the CEQA thresholds outlined above. Should a potentially significant impact arise, RBF will recommend mitigation measures to reduce these impacts to the extent feasible. RBF will also conclude any significant and unavoidable impacts that may result, if any.
F. Land Use and Relevant Planning

In accordance with the City's 1983 specification requiring preparation of a Specific Plan, the project applicant proposes the El Segundo South Campus Specific Plan. Approval of the Specific Plan would allow the property to be built up to the permitted 0.6:1 FAR, or an additional 1,843,630 square feet including office, warehousing, light industrial, and retail. Additionally, the project involves relocating the existing private recreational facilities, a commercial gym and a jogging track.

The proposed project entitlements include a General Plan (Land Use Element) Amendment, in order to incorporate the Specific Plan, and a General Plan Land Use Map Amendment, in order to redesignate the site from Light Industrial to El Segundo South Campus Specific Plan. Pursuant to ESZC Section 15-26-1, amendments to the provisions of Title 15 may be undertaken by amending the Zoning Map or revising the text of the Zoning Title. Accordingly, the project proposes to amend the Zoning Map (i.e., a Zone Change), in order to rezone the site from M-1, O-S, and P-F to El Segundo South Campus Specific Plan. Additionally, the project proposes to revise the text of the Zoning Title (i.e., a Zone Text Amendment), in order to incorporate the Specific Plan text. In accordance with ELZC Section 15-3-2, Specific Plan Zones, the El Segundo South Campus Specific Plan, if adopted, would function as the zoning code for the property. The project also proposes a Development Agreement and a Vesting Tentative Tract Map, in order to divide the property into 24 parcels.

The Land Use and Relevant Planning analysis will establish baseline land use data, including existing land uses both on- and off-site, and will identify the relevant land use regulations. This section will also analyze the El Segundo South Campus Specific Plan for consistency with the El Segundo General Plan and Zoning Code policies and regulations, given the intended uses and existing entitlements for the property, as well as any pertinent deed restrictions. This section will also include an analysis of the project's proposed land uses as outlined in Specific Plan Section IV (Land Use) and a determination of their compatibility with existing and planned uses/improvements in the local area. This analysis will consider the surrounding properties, which are zoned Corporate Office (C-O), Urban Mixed Use North (MU-N) and P-F Zones to the north, M-1 Zone to the east and south, and O-S and P-F Zones to the west. The review will recommend, as necessary, modifications to the proposed policies, guidelines, and standards specified in Specific Plan Section V, in order to mitigate potential impacts and incompatibilities. In addition, the regional planning review will include consistency with the SCAG Regional Comprehensive Plan and Guide Policies.

G. Noise

RBF's in-house acoustical team will conduct the noise analysis. Although the site is situated within a high-level noise environment, the short-term demolition, construction and ultimate buildout may affect uses in the local area. In consideration of sensitive receptors in the vicinity, the scope of work is as follows:

Existing Conditions. RBF will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts in the noise standards for the City of El Segundo will be discussed for land uses on and adjacent to the project site. RBF will conduct a site visit and take short-term noise level measurements throughout the project area. Noise monitoring equipment will consist of a Brüel & Kjaer model 2250 sound level meter (SLM) equipped with Brüel & Kjaer pre-polarized freefield microphone. The results of the noise measurements will be post-processed and graphically illustrated with the Brüel & Kjaer Noise Explorer software. The noise monitoring survey will include short-term measurements at up to four separate locations to establish baseline noise levels in the project area.

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Demolition/Construction-Related Noise. Demolition/construction would occur during implementation of the proposed project. The construction noise impacts will be evaluated in terms of maximum levels ($L_{max}$) and hourly equivalent continuous noise levels ($L_{eq}$) and the frequency of occurrence. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City of El Segundo. The traffic noise levels from construction workers accessing the site will be qualitatively evaluated.

Operational Noise Sources. Potential effects of stationary noise sources will be evaluated based on local land use compatibility standards. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

The proposed project is anticipated to generate vehicular traffic trips from future growth. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The analysis will focus on noise impacts associated with the development of the proposed project. Model input data will include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Levels (CNEEL) will be presented in a tabular format. Traffic parameters necessary for the model input will be obtained from the traffic impact analysis.

H. Public Services and Utilities

RBF will contact potentially affected agencies to confirm relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities and the increased demand on services based on the proposed land uses. RBF will evaluate the ability of the project to receive adequate service based on applicable City and County standards and, where adequate services are not available, will identify the effects of inadequate service and recommended mitigation measures. Issues discussed include:

Public Services:

Solid Waste. Solid waste generation resulting from the proposed uses may impact landfill capacities. The analysis will establish baseline projections for solid waste, including composting and recycling for both construction and operation of the project. Project’s compliance with AB 939 will also be addressed.

Fire. The overall need for Fire Services would potentially increase beyond existing conditions as a result of the project. The Fire Services review will include a review of existing services/facilities in the area, response times to the sites (which includes hazardous material responses to emergencies), available fire flow, project impacts and required mitigation.

Police. The Police Service review will focus upon response times to the site, available personnel and overall protection services. The overall need for police protection services would increase beyond existing conditions as a result of the project. Mitigation incorporated into the project design, including lighting, signage and security hardware to further reduce potential crime activity will be identified.
Schools. Potential impacts to schools focusing on existing conditions, student capacities, current enrollment and facility locations. Generation rates resulting from the project will be the basis for the impact analysis. Mitigation measures will be provided to reduce the significance of impacts.

Parks and Recreation. The review will include overall parkland conditions in the City and impacts which the project may have on the City park system. Potential impacts will be identified with mitigation to reduce the significance of impacts.

Public Utilities:

Water. Based upon technical information provided by the City, existing capacities and deficiencies will be addressed. The on-site potable and non-potable water system conditions will be presented. Off-site potable and non-potable water storage, pumping and transmission facilities will be studied. Refer to Task 2.6J regarding the proposed Water Supply Assessment.

Sewer. Based upon technical information provided by the City, existing capacities and deficiencies will be addressed. Major off-site sewer conveyance, treatment and disposal will be presented. Project generation, infrastructure connections, easement modifications and upgrades to the existing system will be studied.

Electrical. Existing facilities, project impacts, infrastructure relocation, undergrounding of overhead lines, easements and necessary mitigation.

Telephone. Existing facilities, project impacts, infrastructure relocated, undergrounding of overhead lines, easements and necessary.

Gas. Existing facilities, project impacts, infrastructure relocation, easements and necessary mitigation.

Roadway Maintenance. The proposed project may incrementally increase the maintenance of streets, storm drains, and other below surface facilities. RBF will consult with the project team and City Public Works Division to ascertain key concerns/impacts due to increased utilization of area roads.

I. Traffic and Circulation (PARTIALLY COMPLETED)

RBF will prepare a traffic impact analysis for the proposed Raytheon El Segundo South Campus project. The traffic study will assess the impacts of the proposed project by analyzing forecast trip generation, distribution, and assignment of the proposed project on the study area circulation system. As necessary, mitigation measures for identified project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance. This scope of work is based discussions with City staff and RBF transportation staff's familiarity with the City of El Segundo and the project site.

Study Conditions. Based on discussions with City staff, the traffic analysis will identify traffic operations under the following scenarios:

- Existing Conditions;
- Forecast Near-Term Year Without Project Conditions;
• Forecast Near-Term Year With Phase 1 Project Conditions;
• Forecast Near-Term Year With Project Buildout Conditions;
• Forecast Long-Range Without Project Conditions; and
• Forecast Long-Range With Project Buildout Conditions.

**Study Area.** The proposed project could generate approximately 20,000 average daily trips, which would include approximately 2,500 peak hour trips during both the a.m. peak hour and the p.m. peak hour. Therefore, as part of the analysis, RBF will count the following 67 study intersections during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday identified by City staff:

• Pershing Drive/Imperial Highway;
• Vista Del Mar/Grand Avenue;
• Vista Del Mar/Rosecrans Avenue;
• Main Street/Grand Avenue;
• Lomita Street/Grand Avenue;
• Kansas Street/Grand Avenue;
• Sepulveda Boulevard (SR-1)/Lincoln Boulevard;
• Sepulveda Boulevard (SR-1)/Century Boulevard;
• Sepulveda Boulevard (SR-1)/I-105 Westbound Off-Ramp;
• Sepulveda Boulevard (SR-1)/Imperial Highway;
• Sepulveda Boulevard (SR-1)/Walnut Avenue;
• Sepulveda Boulevard (SR-1)/Maple Avenue;
• Sepulveda Boulevard (SR-1)/Mariposa Avenue;
• Sepulveda Boulevard (SR-1)/Grand Avenue;
• Sepulveda Boulevard (SR-1)/El Segundo Boulevard;
• Sepulveda Boulevard (SR-1)/Hughes Way;
• Sepulveda Boulevard (SR-1)/Park Place;
• Sepulveda Boulevard (SR-1)/Rosecrans Avenue;
• Sepulveda Boulevard (SR-1)/33rd Street;
• Sepulveda Boulevard (SR-1)/Marine Avenue;
• Sepulveda Boulevard (SR-1)/18th Street;
• Sepulveda Boulevard (SR-1)/Manhattan Beach Boulevard;
• Hughes Way/Imperial Highway;
• Continental Boulevard/Mariposa Boulevard;
• Continental Boulevard/Grand Avenue;
• Continental Boulevard/El Segundo Boulevard;
• Nash Street I-105 Westbound Offramp/Imperial Highway;
• Nash Street/Atwood Way;
• Nash Street/Maple Avenue;
• Nash Street/Mariposa Avenue;
• Nash Street/Grand Avenue;
• Nash Street/El Segundo Boulevard;
• I-105 Eastbound Onramp/Atwood Way;
• Douglas Street/Imperial Highway;
• Douglas Street/Atwood Way;
• Douglas Street/Maple Avenue;
- Douglas Street/Mariposa Avenue;
- Douglas Street/E1 Segundo Boulevard;
- Douglas Street/Coral Circle North;
- Douglas Street/Coral Circle South;
- Douglas Street/Transit Center;
- Douglas Street/Rosecrans Avenue;
- Aviation Boulevard/Century Boulevard;
- Aviation Boulevard/104th Street;
- Aviation Boulevard/111th Street;
- Aviation Boulevard/Imperial Highway;
- Aviation Boulevard/116th Street;
- Aviation Boulevard/120th Street;
- Aviation Boulevard/124th Street;
- Aviation Boulevard/E1 Segundo Boulevard;
- Aviation Boulevard/Utah Avenue;
- Aviation Boulevard/Alaska Avenue;
- Aviation Boulevard/Rosecrans Avenue;
- Aviation Boulevard/33rd Street;
- Aviation Boulevard/Marine Avenue;
- Aviation Boulevard/Space Park Drive;
- Aviation Boulevard/Manhattan Beach Boulevard;
- Isis Avenue/Rosecrans Avenue;
- Hindry Avenue/Rosecrans Avenue;
- I-405 Southbound Offramp/Rosecrans Avenue (West);
- I-405 Southbound Offramps/Rosecrans Avenue;
- I-405 Northbound Ramps/Rosecrans Avenue;
- La Cienega Boulevard/Imperial Highway;
- La Cienega Boulevard/Southbound I-405 Ramps;
- La Cienega Boulevard/E1 Segundo Boulevard;
- I-405 Southbound Ramps/E1 Segundo Boulevard; and
- I-405 Northbound Ramps/E1 Segundo Boulevard.

This scope of work does not assume vehicle classification traffic count data collection, however vehicle classification counts can be accommodated for a fee in addition to the fee associated with this scope of work.

Since some study intersections are located outside of the City of E1 Segundo, the traffic analysis will utilize applicable agency performance criteria and thresholds of significance as appropriate. Due to the overlap of jurisdictions, some study intersections may be analyzed and subject to multiple jurisdiction traffic impact review. Study intersections within the jurisdiction of Caltrans will be analyzed in accordance with the Caltrans Guide for the Preparation of Traffic Impact Studies (State of California Department of Transportation, December 2002).

**Site Visit/Existing Systems Documentation.** RBF will visit the study area to document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc. The traffic analysis will include graphics documenting the existing intersection roadway geometry, and the analysis will utilize existing geometric conditions to establish a baseline for current operations.
Cumulative Projects Trip Generation, Distribution, and Assignment. RBF will coordinate with City of El Segundo staff representatives to identify a list of approved/pending projects for inclusion in the traffic impact analysis. The study will identify the number of daily and peak hour trips forecast to be generated by approved/pending projects, using trip generation rates contained in Trip Generation (Institute of Transportation Engineers, 9th Edition, 2012) or other source as directed by agency staff. RBF will manually derive cumulative projects trip generation and assignment data, which will be reviewed and approved by applicable agency staff for use in the analysis.

Proposed Project Trip Generation, Trip Distribution, and Assignment. The study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates contained in Trip Generation (Institute of Transportation Engineers, 9th Edition, 2012) or other source as directed by the City, including applicable on-site trip capture assumptions between compatible land use components of the project, such as the office and retail uses, to reflect the mixed use nature of the proposed project, as well as appropriate pass-by trip adjustments. Assumptions regarding project trip generation will be reviewed and approved by City staff prior to inclusion in the analysis.

The traffic study will provide a forecast distribution of project-generated trips, taking into account the proposed modified roadway circulation system in order to connect Nash Street to Hughes Way, which may include redistribution of non-projected generated trips as well as project generated trips. The Phase 1 Project analysis scenario will not assume the Nash Street-Hughes Way connection.

Forecast project trip distribution and assignment will be based on available and applicable Southern California Association of Governments (SCAG) traffic model projections which will be reviewed and approved by applicable agency staff prior to utilization in the analysis.

Roadway Segment Counts. RBF will count up to 65 roadway segments during a 24-hour period on a typical weekday within the study area defined by the above identified study intersections.

Forecast Near-Term Year Traffic Volumes. Forecast near-term year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future horizon year. Forecast near-term year conditions will assume planned, programmed, and funded circulation improvements identified by agency staff, anticipated for completion by the project opening year.

Existing Plus Project. RBF will provide an “Existing Plus Project” conditions analysis scenario in light of the recent Sunnyvale West Neighborhood Assn. v. City of Sunnyvale City Council, No. H035135 (6th Dist., December 16, 2010) decision; it is important to note the two largest cities in the metropolitan area, Los Angeles and Long Beach, have recently mandated inclusion of an “Existing Plus Project” analysis scenario in traffic impact analyses for projects under their jurisdiction.

Forecast Long-Range Year Traffic Volumes. Forecast long-term year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future long-range horizon year. Forecast long-range year conditions will assume planned, programmed, and funded circulation improvements identified by agency staff, anticipated for completion by the long-range horizon year.
Level of Service. The analysis will assess the forecast traffic impacts of the proposed project during the a.m. peak hour and p.m. peak hour at the 65 study intersections for the analysis scenarios identified above. The analysis will document operation of the study intersections using both Intersection Capacity Utilization (ICU) analysis methodology and the Highway Capacity Manual (HCM) analysis methodology as directed by the City staff to identify potential project-related traffic impacts. Intersection level of service analysis will be prepared using the Traffix™ software. If the analysis indicates the proposed project will significantly impact the study intersections based on agency thresholds of significance, mitigation measures will be recommended in accordance with established agency performance criteria. The analysis will document forecast operating conditions after implementation of recommended mitigation measures.

State Highway Analysis. The Caltrans traffic studies guide requires review of substantial individual projects, which may on their own impact the State Highway transportation system. This State Highway analysis will be prepared in accordance with the Caltrans Guide for the Preparation of Traffic Impact Studies (State of California Department of Transportation, December 2002), assuming the State Highway analysis study area will consist of only the State Highway intersections in the study area. Study intersections will be analyzed as discussed in the Level of Service section above. This scope of work assumes no freeway mainline or freeway ramp analysis is required.

The analysis will assess the forecast traffic impacts of the proposed project at the State Highway study facilities for the peak hours and analysis scenarios identified above in the study scenarios section. The analysis will document operation of the study intersections for the analysis scenarios to identify potential project-related traffic impacts using the Highway Capacity Manual (HCM) 2000 analysis methodology.

If the State Highway analysis shows the proposed project will significantly impact a State Highway facility based on Caltrans thresholds of significance, mitigation measures will be recommended in accordance with Caltrans performance criteria. The analysis will also document forecast operating conditions after application of any recommended mitigation measures.

Freeway Ramp Analysis. RBF will analyze and document the number of vehicles utilizing the thirteen (13) study area freeway ramp locations as well as queuing operation of the study area freeway ramps (vehicles waiting to transition from ramps to freeway segment/surface street), including floating vehicles observations for a two-hour period in the a.m. and a two-hour period in the p.m. for existing conditions and existing plus project conditions scenarios.

Freeway Mainline Analysis. RBF will analyze up to ten (10) freeway mainline segments for mainline density, as well as merge/diverge for the analysis scenarios.

County Congestion Management Program Analysis. The analysis will analyze potential project impacts as applicable as required by the County of Los Angeles Congestion Management Program (CMP). The analysis will study those CMP intersections where the proposed project is forecast to add 50 or more a.m. or p.m. peak hour trips. It is not possible to identify which CMP study intersections will trigger the 50 peak hour trip threshold and therefore need to be studied. This scope of work assumes the following 7 CMP study intersections, which are in addition to the 67 study intersections identified by City staff (which include CMP intersections in the City of El Segundo as well as some CMP intersections in the Cities of Los Angeles and Manhattan Beach) will be counted and analyzed for all analysis scenarios:
Lincoln Boulevard (SR-1)/Manchester Avenue;
Lincoln Boulevard (SR-1)/Sepulveda Boulevard;
Sepulveda Boulevard/Manchester Avenue;
Pacific Coast Highway (SR-1)/Artesia Boulevard (SR-91);
Pacific Coast Highway (SR-1)/Torrance Boulevard;
Hawthorne Boulevard (SR-107)/Pacific Coast Highway; and
Hawthorne Boulevard (SR-107)/Sepulveda Boulevard (SR-1).

If the CMP analysis shows the proposed project will significantly impact a CMP study facility based on applicable CMP agency thresholds of significance, mitigation measures will be recommended in accordance with applicable agency performance criteria.

Parking Analysis. RBF will prepare a parking analysis to determine whether the parking provided by the proposed project adequately satisfies City of El Segundo municipal (parking) code. This scope of work does not assume preparation of a share parking analysis.

Metro Green Line Mode Split Analysis. RBF will evaluate a trip mode split for the proposed project taking into account potential site employee/visitor ridership of the Metro Green Line due to the proximity of the El Segundo Metro Green Line Station at the northeast area of the project site. The overall assumptions for this task will be reviewed with City staff for input, and therefore, are subject to refinement. This scope of work assumes coordination with MTA staff on available future ridership projections for the Green Line under both its current configuration as well as potential future southerly extension in the South Bay and northerly extension (LAX/Crenshaw Line) as related to the project site. Additionally, potential survey results provided by Raytheon of their employees to determine the number/percent of their current employees utilizing the Metro Green Line El Segundo Station could be used determine the proportion of future employees forecast to utilize the Metro Green Line. The results of the mode split analysis would be utilized to reduce the forecast ITE (vehicular) trip generation of the proposed project to account for utilization of the adjacent Metro Green Line El Segundo Station.

Nash Street/Hughes Way Connection Analysis. RBF will determine when the Nash Street/Hughes Way Connection is required in respect to mitigating traffic impacts on the roadway/intersection system surrounding the project site due to incremental trip generation associated with either construction of the proposed project or incremental square footage added on the project site as part of the proposed project. The analysis will use applicable agency performance criteria & thresholds of significance; along Sepulveda Boulevard (SR-1) applicable agency criteria would include the City of El Segundo, Caltrans, and Los Angeles County (CMP). This scope of work assumes the Nash Street/Hughes Way connection will be evaluated in the near-term/project opening year analysis scenario baseline only.

J. Water Supply Assessment

RBF’s Water Resources Department will prepare a Water Supply Assessment (WSA) in accordance with Water Code 10910 and Senate Bill 610. The WSA will identify the existing and planned water demands and supply sources for the Project study area. West Basin Municipal Water District (WBMWD) is the wholesale water supplier for the City and the Project. As the City is a supplier of WBMWD, RBF assumes the City or the District will provide RBF with basic water supply information, production data, and all pertinent Urban Water Management Planning information in final format to satisfy the UWMP review requirements of SB 610. The following tasks have been identified for the preparation of the WSA:
City/WBMWD Coordination and Documents Review. Coordination with the City will consist of a kick-off meeting to gather the needed documents for review. RBF will coordinate WSA format and final report submittal for City approval. RBF assumes Water Division or other City department will provide the required water supply and billing records information. It is assumed Water Division or WBMWD staff will provide a recently adopted Water Supply Assessment or other document describing updated water supply information. This is crucial in order to be consistent with water supply planning from project to project. RBF budget excludes any and all fees charged by the City of West Basin Municipal Water District for their review and coordination.

Land Use and Water Demand Estimation. RBF assumes that the following will be provided: (1) meter records to determine existing water demands of the Project study, or (2) existing land uses and employee population within the Project study area. This will be used to identify existing water demands. The provided land use plan will be used for determining Specific Plan water demands, and for determining changed water demands from current conditions.

The Water Supply Assessment will be incorporated into the EIR in accordance with CEQA.

K. Water and Sewer Infrastructure Peer Review (PARTIALLY COMPLETED)

This task assumes that technical analysis related to water and sewer infrastructure would be prepared by the applicant’s civil engineer, Psomas Associates. RBF’s in-house civil engineering specialists will perform a peer review of Psomas’ technical studies for accuracy and defensibility. This scope includes two rounds of peer review. After the first round of peer review, a second round will be performed in order to confirm that initial comments were adequately addressed.

RBF will develop Project-specific checklist of water and sewer issues to review, then provide thorough review of Psomas’ draft water and sewer study for the Raytheon Specific Plan. With an understanding of the City’s water supply concerns and water conservation requirements for the next 10 years, RBF will verify Psomas’ inclusion of the potential chance, although remote, of a Chevron pullout and what that could mean to off-site water transmission capacity and sewer conveyance capacity. RBF will assume a cursory level of review of the City’s overall water and sewer master plans is necessary, and that Psomas will provide adequate consultation with City water and sewer division operations staff to consider most recent updates of the City’s water and sewer systems performance. RBF will provide a technical memorandum, including Raytheon Project-specific checklist results and discussion of additional recommendations, if any, for Psomas to include in the technical analysis.

2.7 GROWTH INDUCEMENT

RBF will provide a project specific analysis update of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The analysis in this section was based on data from the City of El Segundo, California Department of Finance, and U.S. Census. The section discusses ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts are assessed based on the project’s consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing and employment factors.
2.8 ALTERNATIVES TO THE PROPOSED ACTION

The range of Alternatives is expected to include the No Project, a reduced design, and one other Alternative that may be considered through the Project Review process. Pursuant to CEQA Guidelines Section 15126.6, RBF will provide an analysis of a "reasonable range" of alternatives, comparing environmental impacts of each alternative in each impact area to the project. The anticipated Alternatives would include the No Project, Alternative Site, Raytheon Only, a Reduced Project and access at Corral Circle. For each alternative, RBF will provide a qualitative analysis, which will include traffic, air quality, noise, infrastructure, land use and global climate change. The Corral Circle Connection Alternative will include a quantitative traffic analysis evaluating traffic conditions and potential traffic impacts assuming a vehicular connection is made between the project site and Douglas Street via Coral Circle; the Coral Circle Connection Alternative will be prepared for only the Forecast Long-Range With Project Buildout Conditions analysis scenario. One important element of the Alternatives section will be an impact matrix which will offer a comparison of the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated (where feasible), accurate comparison of each alternative.

The alternatives section will conform to both amendments to Section 15126.6 of the CEQA Guidelines and to recent and applicable court cases. RBF will discuss as required by the CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

2.9 MITIGATION MONITORING AND REPORTING PROGRAM

To comply with the Public Resources Code Section 21081.6 (AB 32180), RBF will prepare a Mitigation Monitoring and Reporting Program to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon Project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed Project. The Checklist indicates the mitigation measure number as outlined in the EIR, the EIR reference page (where the measure is documented), a list of Mitigation Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

2.10 ADDITIONAL SECTIONS

RBF will provide additional sections in the EIR to meet CEQA and City requirements including the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented, Effects Found Not To Be Significant, Inventory of Unavoidable Adverse Impacts, and Organizations and Persons Consulted/Bibliography.
3.0 DRAFT EIR

3.1 PRELIMINARY DRAFT EIR

RBF will respond to one complete set of City comments on the Administrative Draft EIR. If desired by the City, RBF will provide the Preliminary Draft of the EIR with all changes highlighted to assist the final check of the document.

3.2 COMPLETION OF THE DRAFT EIR

RBF will respond to a second review of the Preliminary Draft EIR and will prepare the report for the required 45-day public review period. In addition, RBF will prepare the Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR). RBF will also work with the City to develop a distribution listing for the NOC and Draft EIR.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

RBF will respond to comments received on the Draft EIR during the 45-day public review period, and any additional comments raised during public hearings. RBF will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review by City staff. Following review of the Draft Responses to Comments, RBF will finalize this section for inclusion in the Administrative Final EIR.

It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. RBF has budgeted conservatively, given the potential scrutiny involved with the proposed project. Should the level of comments and response exceed our estimate, RBF will submit additional funding requests to the City in order to complete the responses.

4.2 FINAL EIR

The Final EIR will consist of the revised Draft EIR text, as necessary, and the “Comments to Responses” section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate City review, RBF will format the Final EIR with shaded text for any new or modified text, and "strike out" any text which has been deleted from the Final EIR. RBF will also prepare and file the Notice of Determination within five (5) days of EIR approval. This scope of work excludes the required fees for the California Department of Fish and Game (CDFG).

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

RBF will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for City use in the Project review process. RBF will prepare the Findings in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the City. RBF will submit the Draft Findings for City review and will respond to one set of City comments.
5.0 PROJECT COORDINATION AND MEETINGS

5.1 PUBLIC NOTICES

RBF will prepare, submit, and mail all CEQA public notices required for the proposed project. Public notices are anticipated to include:

- **Notice of Preparation:** As stated above within Task 1.5, RBF will prepare the NOP for the proposed project to initiate the 30-day NOP public review period. RBF will distribute the NOP to appropriate agencies, parties, and individuals (including the State Clearinghouse). RBF will also post the NOP at the County Clerk. (completed)

- **Notice of Availability:** RBF will prepare a Notice of Availability (NOA) to be distributed at the onset of the 45-day public review period for the project. The NOA will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for City staff.

- **Notice of Completion:** RBF will prepare a Notice of Completion for submittal to the State Clearinghouse at the onset of both the 30-day NOP public review period and the 45-day EIR public review period. The NOC will follow the format recommended by the State Clearinghouse.

- **Notice of Determination:** As stated above within Task 4.2, RBF will prepare a Notice of Determination, to be filed with the County Clerk and sent to the State Clearinghouse within five days of EIR certification. This scope of work excludes payment of any CDFG filing fees, if applicable.

This scope assumes that the City would be responsible for any radius mailing or newspaper notices required for the proposed project.

5.2 ENVIRONMENTAL REVIEW COORDINATION

Mr. Glenn Lajoie, AICP, and Ms. Rita Garcia, will be responsible for management and supervision of the EIR Project Team as well as consultation with the City staff to incorporate City policies into the EIR. Mr. Lajoie and Ms. Garcia will undertake consultation and coordination of the Project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. RBF will coordinate with state and local agencies regarding this environmental document. Mr. Lajoie and Ms. Garcia, will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the EIR. It is the goal of RBF to serve as an extension of City staff throughout the duration of the EIR Project. As is stated in Understanding of the Project, RBF will be available to meet with staff to discuss particular Project parameters, as required by the City. In addition, as requested, RBF will provide detailed progress reports on a monthly basis. All progress reports will include the status of documents currently in production, delivery dates of documents, upcoming meetings with City Staff, and any outstanding items to be resolved at that time. Each progress report will include a summary of tasks performed and the percentage of work completed to date according to individual task.
5.3 ENVIRONMENTAL REVIEW MEETINGS

Mr. Lajoie, and/or Ms. Garcia, will attend all staff meetings and will represent the Project Team at public hearings and make presentations as necessary. RBF anticipates several meetings with City staff, including a “kick-off meeting” (refer to Task 1.1), progress meetings, public meetings and hearings. Mr. Lajoie and Ms. Garcia along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. Should the City determine that additional meetings beyond the following meetings are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately $800 per person.

- One (1) CEQA Scoping Meeting with City Staff.
- One (1) kickoff meeting with City Staff (refer to Task 1.1).
- One (1) community/neighborhood scoping meeting (refer to Task 1.6).
- Progress meetings with City Staff assumes four (4) meeting to provide written and oral progress reports, resolve issues, review comments on Administrative documents and receive any necessary direction from City Staff.
- Three (3) public hearings with presentations as necessary. This includes Planning Commission and City Council meetings.

6.0 ENVIRONMENTAL DELIVERABLES

The following is a breakdown of all products/deliverables. The listed deliverables assume a standard number of deliverables for a project of this type and can be adjusted, as directed by the City. RBF can also provide a cost, per document, and can provide billing on a time and materials basis, as requested by the City.

PROJECT SCOPING

- Twenty-five (25) copies of the Notice of Preparation
- Twenty-five (25) copies of the Initial Study
- Sixty (60) CD versions of the NOP/Initial Study
- One (1) Camera-Ready Unbound Copy
- One (1) Electronic Copy of the NOP/Initial Study

PREPARATION OF ADMINISTRATIVE DRAFT EIR

- Five (5) copies of the Administrative Draft EIR and Technical Appendices
- Five (5) CD's containing the Administrative Draft EIR and Technical Appendices
- One (1) electronic copy in Microsoft Word 2003 Format
- One (1) electronic copy in Adobe Acrobat (PDF) Format
DRAFT EIR

- Five (5) copies of the Second Administrative Draft EIR and Technical Appendices
- Five (5) CD's containing the Second Administrative Draft EIR and Technical Appendices
- One (1) electronic copy of the Second Administrative Draft EIR and Exhibits
- Thirty (30) copies of the Draft EIR with Technical Appendices
- Sixty (60) CD's containing the Draft EIR and Technical Appendices
- Ninety (90) copies of the Notice of Completion
- One (1) camera-ready unbound original of the Draft EIR, Executive Summary and Technical Appendices
- One (1) copy of the Draft Executive Summary
- Twenty (20) CDs of the Draft Executive Summary
- One (1) electronic copy in Microsoft Word 2003 Format of the Draft EIR and Technical Appendices
- One (1) electronic copy in Adobe Acrobat (PDF) Format

FINAL ENVIRONMENTAL IMPACT REPORT

- Five (5) copies of the Draft Responses to Comments
- One (1) electronic copy of the Response to Comments
- Five (5) copies of the Administrative Final EIR and Technical Appendices
- Five (5) CD's containing the Administrative Final EIR Technical Appendices
- Fifteen (15) copies of the Final EIR and Technical Appendices
- Fifteen (15) CD's containing the Final EIR and Technical Appendices
- One (1) unbound camera-ready original of the Final EIR, Exhibits and Technical Appendices
- One (1) electronic copy of the Final EIR and Technical Appendices in Microsoft Word 2003 Format
- One (1) electronic copy in Adobe Acrobat (PDF) Format of the Final EIR
- Five (5) copies of the Draft Findings and Statement of Overriding Considerations
- One (1) camera-ready Final Findings and Statement of Overriding Considerations
- One (1) electronic copy of the Final Findings and Statement of Overriding Considerations
- One (1) camera-ready Notice of Determination
- One (1) camera-ready Notice of Completion

7.0 DESIGN REVIEW SERVICES (COMPLETED)

RBF has reviewed the draft Specific Plan submittal, site development plan, as well as the City's Municipal Code. It is noted that the City does not appear to have a formal design review process, and that the Draft Specific Plan presently does not include robust design guidelines nor does it include a design review process in its Implementation section. While design guidelines are not a mandated component of a Specific Plan under California Government Code, for highly visible and/or prominent projects, the guidelines can provide both the City and developers with guidance during the development process.

RBF's approach to this task would include the following subtasks:
7.1 MEETINGS/COORDINATION WITH CITY STAFF

Meeting with City staff to discuss and understand City design objectives. RBF staff would include a policy planner and urban designer. Three staff level meetings are budgeted in this subtask. A total of 30 hours of staff level meetings are assumed.

7.2 SPECIFIC PLAN AND SITE PLAN REVIEW

Detailed review of the draft Specific Plan and site plan. RBF would review the project using a number of design staff by discipline, including a brief review of the site design by a land development engineer, review of landscape elements by one of RBF's landscape architects, and review of architectural issues by an urban designer. A budget of 46 staff hours are assumed for this review.

7.3 DESIGN REVIEW MEMORANDUM

Preparation of a design review memorandum. This memorandum will include the following elements:

- Comments on the proposed site plan and landscape concept;
- Recommendations for modifications to the draft Specific Plan related to design elements. This may include specific recommendations for design-related policies and criteria, an outline of recommended design guidelines section for the Specific Plan document, and recommendations for a design review process within the Specific Plan to assist staff in the review of final site plans and architecture.
- Meeting with staff to review RBF’s recommendations.
- Attendance at two (2) Public Hearings (Planning Commission and City Council) to present the design review recommendations and answer questions.

DELIVERABLES

- Meeting notes from meetings with staff and a memorandum (camera-ready and Adobe Acrobat PDF) of design review comments and recommendations.

Note: RBF’s urban design and planning staff can prepare design guidelines for the project under contract to the City if desired. This would be an optional task, with a scope and fee provided upon request.

8.0 PROJECT SUPPORT SERVICES (COMPLETED)

Task 8.0 has been modified from the original work program. Previously, Task 8.0 referenced optional tasks for geology review, hazardous materials and water/sewer peer review. Each of those task items have been incorporated into the work program contained in Task 2.6. The following are new task items resulting from the initiation of the work program in the spring of 2012. Budgeting for each of the following had come from the original Work Program Contingency (20%).
8.1 PROJECT MEETINGS

Approximately five (5) in-person meetings and several conference calls have occurred over the past several months. This task accounts for travel time, attendance and action item follow-up. One additional meeting (which is anticipated in September 2012) has been budgeted.

8.2 PROJECT COORDINATION

RBF has incurred substantial costs related to on-going coordination for tasks that are not associated with the CEQA process. This task budget is intended to cover those costs through September 2012.

8.3 SPECIFIC PLAN PREPARATION/ASSISTANCE

In addition to services provided under Task 7.0, the RBF team has had continuous participation in the Specific Plan process. The work program has included the Land Use Plan and Design Guidelines, update the general plan discussion to correctly reference appropriate goals and policies, update and expand the Circulation Plan, the development regulations and infrastructure based upon project studies.

The following efforts will result in additions to the South Campus Specific Plan, providing landscape guidance and a level of consistency in the new campus. This assumes that a real landscape master plan would be prepared by the applicant at the time of the first site plan review for any new development within the Specific Plan.

*Streetscape Palette.* A landscape architect will visit the site, conduct research and investigation of city standards, contact the City’s urban forester, and prepare a comprehensive plant palette for the public and future publicly maintained streets, as well as the parking lots.

*Streetscape Concept.* Development of a streetscape concept illustrated through typical streetscape cross sections for the Hughes Avenue extension, Continental Avenue, and the El Segundo Boulevard frontage. A landscape architect will design, draft, create and exhibit for each, including provision of the bicycle lane in Hughes/Nash and the bicycle trail on El Segundo Boulevard.

*Parking Lot Landscape.* Development of a typical parking lot landscape concept and related standards for landscape percentages and tree coverage. RBF’s landscape architects will design, draft, create and exhibit with City staff.

*Typical Entry Concept (Plan View Vignette).* RBF’s landscape architects will design, draft and create and exhibit of a typical entry landscape concept and review with City staff. No monumentation/signage is assumed as this will be subject of a future signage program.

8.4 TRAFFIC SENSITIVITY ANALYSIS

In June 2012, RBF prepared a sensitivity analysis to determine the maximum number of trips, known as a “trip ceiling,” that can be generated by the proposed Raytheon project that will not result in a significant impact at the Sepulveda Boulevard/El Segundo Boulevard intersection based on City of El Segundo thresholds of significance, and thus not require the connection of Nash Street and Hughes Way as mitigation. The analysis also evaluated the Continental Boulevard/El Segundo Boulevard and Nash Street/El Segundo Boulevard intersections.
Based on the proposed phased buildout of the project site supplied by City staff, the analysis identified which phase of the proposed project would be required to make the Nash Street – Hughes Way connection as mitigation for the first significant impact identified at one of the study intersections. Additionally, RBF derived examples of land use combinations possible under the trip ceiling impact requiring the connection of Nash Street and Hughes Way as mitigation.

9.0 CONTINGENCY

The update to the Work Program includes replenishing the contingency budget. The contingency is 15% of the project budget and would not be utilized without the consent and authorization by the City of El Segundo. Examples of the need for contingency reimbursement outside of the recognized scope of work include:

- Additional traffic analysis
- Additional intersection and/or roadway traffic counts
- Cost for SCAG/agency traffic model forecast runs
- Additional stages of Peer Review of Applicant prepared information
- Additional Alternatives included in the EIR review
- Quantitative analysis for Alternatives that were assumed to require only a qualitative review
- The level of analysis/responses for comments received during the Draft EIR Public Review
- Increased level of project coordination
- Additional meetings
II. CEQA SCHEDULE

Project "Restart" Meeting (post April-June project re-submittal and coordination) .......... Early July 2012
Land Use/Development Standards ...................................................................................... July
Infrastructure Meeting ........................................................................................................ Mid-July
Complete the Administrative Draft Specific Plan ............................................................. August – November
Applicant’s Infrastructure Plans and Reports ................................................................. August – February
Updated Specific Plan and NOP Project Description ....................................................... August – November
Draft Initial Study/NOP ........................................................................................................ November
Finalized Initial Study/NOP .................................................................................................. November
30-Day NOP Public Review ............................................................................................... November – December
EIR Scoping Meeting .......................................................................................................... November
Review of NOP Comments .................................................................................................. December
Updated EIR Work Program and Budget ........................................................................ January 2013
Administrative Technical Studies in Support of the EIR ...................................................... January – April
Preparation of Draft EIR “Check Copy” ........................................................................... June
City Review of Administrative Draft EIR ............................................................................ May – June
City Review of Draft EIR “Check Copy” ............................................................................. July
Complete, Publish, Circulate Draft EIR ............................................................................. July
45-Day Public Review Period ............................................................................................. August – September
Planning Commission Hearing during the Draft EIR Review to receive Comments .......... TBD
Review of Comments received during the Draft Review .................................................... September
Prepare Responses to Comments ........................................................................................ September
Review of Responses to Comments .................................................................................. September
Preparation of Administrative Final EIR ............................................................................ October
Review of Administrative Final EIR .................................................................................. October
Complete, Publish, Circulate Final EIR ............................................................................. October
Planning Commission Recommendation Hearing .............................................................. November
City Council Certification Hearing ...................................................................................... November – December
Post CEQA Certification/Project Approval Hearing ......................................................... December

* Schedule is contingent on completion of the Draft Specific Plan and Applicant Infrastructure Plans/Reports in August.
III. STATEMENT OF FINANCIAL CONDITIONS

This proposal shall be valid for a period of 90 days. Progress billings will be forwarded based on payment criteria established by the City. These billings will include the fees earned for the billing period. The City shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

The fees proposed herein shall apply until March 1, 2014. Due to annual increases in costs associated with inflation, staff wage increases and increases in direct costs, Consultant will increase those portions of the contract fee for which work must still be completed after March 1, 2014, by fifteen percent (15%).

Deviations or modifications from the Scope of Work will result in potential re-evaluation of the associated fees. Items not specifically stated in the proposal will be considered an additional work item.

All work will be performed at a "Not to Exceed" contract price, which will become the fixed price upon completion of negotiations with the City staff authorized to negotiate and agreement. The total budget includes all miscellaneous costs for travel/mileage, reproduction, telephone, postal, delivery, reference materials, and incidental expenses.

The budget provides a breakdown of our estimated cost of performing the services described in this Scope of Services. Our Scope of Services and its associated cost are based on several key assumptions, including the following:

1. City will develop the mailing list for distribution of the EIR and notices. The City will be responsible for newspaper cost of publication of notices, which will be billed directly to the City, so they are not included in the proposed budget.

2. Photocopy costs included in the proposal are for the specified number of copies of deliverables and reasonable incidental and in-team photocopying. If additional copies of deliverables are needed, they can be provided with an amendment to the proposed budget.

3. Review cycles for preliminary documents are presented in the scope of work. Additional review cycles or additional versions of administrative drafts are assumed to not be needed.

4. The proposed work addresses CEQA requirements of the proposed action. Work related to NEPA compliance, Section 404 compliance, or other permitting processes is not included (although these can be added, as needed, with a contract amendment). Work concludes at the acceptance by the City of the final deliverable.

5. The budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget would be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
6. Costs are included for the number of meetings specified in the scope of work. If additional meetings are needed, they can be included with an amendment of the budget.

7. The extent of public comment on a Draft EIR is not predictable. The proposed budget includes a reasonable, preliminary estimate time to respond to comments. RBF will consult with the City after the valuation of the comments to determine if the preliminarily estimated budget is sufficient. An excessive amount of comments is generally considered to be more than thirty (30) commenting agencies/individuals and/or over 150 comments that require answers other than “Comment is noted.”

8. Costs have been allocated to tasks to determine the total budget. RBF may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.

9. Once the proposed project description, baseline, and alternatives are approved by the City for analysis in the Draft EIR, it is assumed they will not change thereafter. If changes requiring revisions to analysis or rewriting of EIR information occur, an amendment of the budget would be warranted.

10. The CEQA statutes or guidelines may change during the course of this EIR. If amendments require redoing work already performed or substantially increasing effort, a contract amendment may be warranted.
## IV. BUDGET

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Total Cost: $510,840

Contingency (15%) = $76,620

Total Costs: $587,460

| G.L. = Glenn Lapio | E.T. = Eddie Torres | R.B. = Richard Beck | M.A. = Marilí Ares |
| C.M. = Calleste Morse | B.M. = Bob Mabon | R.K. = Rebecca Kneen | J.F. = Jeremy Franzén |
| R.O. = Rita Garcia | P.M. = Paul Martin | C.M. = Charlie Marín | G.A. = Graphic Artist |

JN 10-107917 • 28 • February 13, 2013
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution pursuant to Public Contracts Code §20168 finding that an emergency existed within the City, ratifying the action of the City Manager and authorizing the City Manager to approve a contract in a form approved by the City Attorney with UDC Corporation to remove and replace two leaking portions of HVAC ducting on the roof of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4 and find that the project is exempt from review under the California Environmental Quality Act as an emergency repair. (Fiscal Impact: $13,875.00)

RECOMMENDED COUNCIL ACTION:

(1) Adopt a Resolution finding that an emergency exists and waive bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050 and ESMC §§ 1-7-12 and 1-7A-4;

(2) Authorize the City Manager to execute a maintenance contract with prevailing wages, in a form approved by the City Attorney, to UDC Corporation for the removal and replacement of two leaking portions of HVAC ducting on the roof of City Hall;

(3) Find that the project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. ("CEQA") pursuant to Section 15269, subdivision (a) of the CEQA Guidelines; and/or.

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

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Declaration of Emergency

FISCAL IMPACT: Within Adopted Budget

Amount Budgeted: $18,500
Additional Appropriation: No
Account Number(s): 001-400-2601-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Floriza Rivera, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Director of Public Works
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

On May 21, 2013, City Council awarded a project to J. Cab and Sons to replace the roof at City Hall. After the discovery of asbestos and subsequent remediation, the Contractor was issued a Notice to Proceed on February 3, 2014. The HVAC system has remained off during the entire period of construction. However, during final inspection of the new roofing base, it was discovered that two portions of aging ductwork on the roof were damaged at the seals and had allowed rainwater to infiltrate during the recent storm events. The City’s Safety Officer reviewed the situation and recommended that the leaking condition be immediately resolved to remove any moisture in the system. The HVAC system will remain off until the repairs can be made. Because of the age and current condition of the ductwork, the most effective approach to mitigate the leaks and other potential health concerns is to replace a significant portion of ducting entirely rather than attempt to conduct spot repairs, which could cause additional damage to the ducts.

Staff feels that damaged ducts create an emergency situation because, should the ductwork not be immediately remedied, it will continue to allow moisture into the HVAC system. The new City Hall roof is nearing the end of its curing period and will be ready for its final surface coating in the next few weeks. Removing and replacing the ductwork before the surface coating has been applied will also prevent the new final coating from being damaged as a result of the duct work. Therefore time is of the essence both for health and logistical reasons.

Ordinarily, the Public Contracts Code ("PCC") requires formal bidding for all public works projects. PCC § 20168, however, allows the City Council to adopt a resolution by four-fifths vote “declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property.” Pursuant to this section and PCC § 22050, the City Council may by-pass bidding requirements ordinarily required under the PCC. An “emergency” is defined as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Here, there is an imminent danger to public health and safety due to potential moisture buildup within the HVAC system.

The project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. ("CEQA") pursuant to Section 15269, subdivision (a) of the CEQA Guidelines because replacing the ducting was an emergency repair to a public facility necessary to maintain service essential to the public, health and welfare.

Therefore, staff recommends that City Council adopt the attached resolution declaring the two leaking portions of HVAC ducting on the roof of City Hall an emergency, ratifying the City Manager’s actions to authorize their removal and replacement, approving a contract with UDC Corporation for $12,065, approving an approximately 15% contingency of $1,810 for a total cost of $13,875 and finding that the project is exempt from CEQA review as an emergency project.
RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND EI SEGUNDO MUNICIPAL CODE §§ 1-7-12 and 1-7A-4 AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS AN EMERGENCY REPAIR.

The City Council does resolve as follows:

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

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

C. During the City's current roofing project, located within the public facility identified as City Hall, it was discovered two portions of aging ductwork on the roof were damaged and had allowed rainwater to infiltrate during the recent storm events. The ductwork, if it remains, will introduce moisture into the HVAC system, creating potential health concerns.

Additionally the new City Hall roof is nearing the end of its curing period and will be ready for its final surface coating in the next few weeks. Removing and replacing the ductwork before the surface coating has been applied will also prevent the new final coating from being damaged as a result of the duct work. Therefore time is of the essence for both health and logistical reasons.

D. In compliance with applicable law, and to protect public, health, safety and welfare, the City Manager is taking immediate emergency action to remove and replace the ductwork in accordance with EI Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4 and has reported his actions to the City Council.
E. The leaking portions of ductwork constitute a sudden, unexpected occurrence that poses a clear and imminent danger to the City property, its citizens, and employees. This threat required immediate action to prevent or mitigate the loss or impairment of essential public services.

F. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would have imperiled essential public services.

G. The project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 et seq. ("CEQA") pursuant to CEQA Guidelines § 15269(a) because the repair of the leaking ductwork to this public facility is necessary to maintain service essential to the public, health and welfare.

SECTION 2: In light of the emergency described above, the City Council ratifies the actions of the City Manager to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050 and ESMC §§ 1-7A-4 and and 1-7A-4.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 6th day of May, 2014.

Suzanne Fuentes, Mayor

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

By: Karl H. Berger, Assistant City Attorney
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
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 the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the 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 the said Council held on the _____ day of __________________, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of ______________, 2014.

Tracy Weaver, City Clerk
Of the City of El Segundo, California
(SEAL)
DECLARATION OF EMERGENCY

The City Manager finds:

That conditions of extreme peril to the safety of persons and property arose within the City of El Segundo, caused by the two aging and leaking portions of HVAC ductwork on the City Hall roof. These conditions require an immediate response to remove and replace the ductwork.

These conditions of extreme peril warrant and necessitated the proclamation of the existence of a local emergency with regard to the leaking portions of HVAC ductwork on the City Hall roof.

Accordingly, pursuant to § 1-7A-4 of the El Segundo Municipal Code, a local emergency is proclaimed to have existed within the City of El Segundo on April 29, 2014.

City Manager

April 30, 2014 / 11:00 a.m.

Date/Time
AGENDA DESCRIPTION:
Consideration and possible action regarding the assignments of Council Members to various intergovernmental agencies, local agencies and subcommittees.

RECOMMENDED COUNCIL ACTION:
1. Approve and implement assignments;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A table listing proposed Council appointments to intergovernmental agencies, local agencies and subcommittees.

FISCAL IMPACT:
Amount Budgeted:
Additional Appropriation:
Account Number(s):

ORIGINATED BY:  Mayor Suzanne Fuentes
REVIEWED BY: 
APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
After the seating of every newly elected Council Member, the Mayor considers appointments to serve on various intergovernmental agencies, local agencies and subcommittees.

The Economic Development Advisory Council no longer has directly appointed Council Members. I am recommending instead to continue having joint meeting with the City Council Members.
# CITY COUNCIL COMMITTEE ASSIGNMENTS

**May 6, 2014 - April 19, 2016**

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<thead>
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<th>AGENCY / COMMITTEE</th>
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<tr>
<td>City Selection Committee</td>
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<td>Hyperion Citizens Forum</td>
<td>Dave Atkinson</td>
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<td>Independent Cities Association</td>
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<td>Independent Cities Risk Management Authority *</td>
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<td>League of California Cities</td>
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<td>Suzanne Fuentes</td>
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<td>Carl Jacobson</td>
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<td>South Bay Cities Council of Governments (COG)</td>
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<td>Blue Ribbon Bicycle Advisory Board</td>
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* Resolution must be changed for Council delegate to vote.

### STANDING COMMITTEES

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<td>Disaster Council **</td>
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** Meeting to be held with special Council meeting

### OTHER APPOINTMENTS WITH DIFFERENT OR NO TERMS

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<td>Dick Croxall</td>
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