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, JULY 15, 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:

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. Smith vs. City of El Segundo, WCAB Case No. ADJ9258793
3. Schrantz vs. City of El Segundo, WCAB Case No. ADJ8078838

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 and Steve Filarsky
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

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, JULY 15, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – John Svendsen, Pastor, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Atkinson
PRESENTATIONS

a) City Treasury Department Staff Earn CFIP Designation.

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

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action to approve bylaws established for the Economic Development Advisory Council to provide greater clarity for the complexion of the political body and to establish rules and expectations for members appointed.
(Fiscal Impact: None)
Recommendation – 1) Adopt the bylaws; 2) Alternatively, discuss and take other possible action related to this item.
2. Consideration and possible action to approve the 2013-14 Economic Development Strategic Plan.  
(Fiscal Impact: $185,000.00)  
Recommendation – 1) Approve the 2013-14 Economic Development Strategic Plan; 2) Alternatively, discuss and take other possible action related to this item.

3. Consideration and possible action regarding future fee waivers in association with Special Event Permit applicants for non-profit organizations and individuals.  
(Fiscal Impact: To Be Determined)  
Recommendation – 1) Discussion regarding the Special Event Fee Waiver Subcommittee recommendations; 2) Alternatively, discuss and take other possible action related to this item.

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.

4. Warrant Numbers 3001447 through 3001652 on Register No. 19 in the total amount of $948,454.22 and Wire Transfers from 06/16/2014 through 06/29/2014 in the total amount of $812,432.08.  
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.

5. Regular City Council Meeting Minutes of July 1, 2014 and Special Closed Session Meeting Minutes of July 8, 2014.  
Recommendation – Approval.
6. Consideration and possible action to receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion 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.
(Fiscal Impact: $37,000.00)
Recommendation – 1) Receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion 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; 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action to receive and file this report regarding the emergency repair 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.
(Fiscal Impact: $82,354.00)
Recommendation – 1) Receive and file this report regarding the emergency repair 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; 2) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Audio Fidelity Communications Corp. (dba Whitlock) to move police video wall infrastructure from the Watch Commander’s Office to the Main Distribution Frame (MDF) room using funds from Citizen Option for Public Safety (COPS) Grant. Whitlock previously installed the police video wall for the City and is the best qualified to relocate the equipment.
(Fiscal Impact: $11,418.00)
Recommendation – 1) Pursuant to El Segundo Municipal Code §1-7-10 waive the bidding process and authorize the City Manager to execute an agreement, in a form approved by the City Attorney with retroactive effect, allowing the City to amend the 2013 maintenance agreement with Whitlock; 2) Alternatively, discuss and take other possible action related to this item.
9. Consideration and possible action regarding a contract with PCR Services Corporation to provide environmental review services for the Mattel Continental Grand Campus Specific Plan Project affecting property located at 333 Continental Boulevard, 455 Continental Boulevard, and 1955 East Grand Avenue. The proposed Project, if eventually approved, would allow for up to 475,000 square feet of new office, and research and development uses.

(Fiscal Impact: up to $408,035 Developer Reimbursed Trust Fund)

Recommendation – 1) Approve a budget appropriation of up to $408,035.00 to provide environmental review services; 2) Authorize the City Manager to execute a Professional Service Agreement for environmental review services, in a form approved by the City Attorney, not to exceed $408,035.00; 3) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action regarding awarding a contract to Spec Construction Co., Inc. for construction at twenty-seven (27) homes related to Project No. RSI 14-04 (Group 54 of the City’s Residential Sound Insulation Program)

(Fiscal Impact: Not to exceed $622,764)

Recommendation – 1) Waive minor irregularities in the bid from Spec Construction Co., Inc.; 2) Award a contract to Spec Construction Co., Inc. for project RSI 14-04 (Group 54); 3) Authorize the City Manager to execute a contract in a form approved by the City Attorney; 4) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS

11. Consideration and possible action regarding a request from Broadway in the Park to waive fees for City resources and staff time associated with their theatre festival to be held on August 2 – 11, 2014 at the Recreation Park Softball Field.

(Fiscal Impact: $2,751.66)

Recommendation – 1) Approve/Deny the request from Broadway in the Park to waive fees for City resources and staff time associated with their theatrical event; 2) Alternatively, discuss and take other possible action related to this item.
12. Consideration and possible action regarding a request from the El Segundo Rotary Club to waive fees for City resources and staff time associated with their Movie in the Park to be held on August 2, 2014 at Chevron Park.
(Fiscal Impact: $6,862.28)
Recommendation – 1) Approve/Deny the request from the El Segundo Rotary Club to waive fees for City resources and staff time associated with their Movie in the Park; 2) Alternatively, discuss and take other possible action related to this item.

13. Consideration and possible action regarding the design and program planning for the outdoor competition swimming pool to be constructed by the Wiseburn School District and operated by the City of El Segundo, including the utilization of the Aquatics Trust Fund for consulting services to assist in the decision making process.
(Fiscal Impact: $10,000.00 - $15,000.00)
Recommendation – 1) Discuss the various design options for the competition swimming pool; 2) Authorize the City Manager to enter into an agreement for consulting services in a form approved by the City Attorney for a Facility Program, Financial and Sustainability Analysis; 3) Alternatively, discuss and take other possible action related to this item.

14. A Status Report on the City's Residential Sound Insulation (RSI) Program, consideration and possible action to adopt policy changes to the City’s RSI Program and discussion of the possible addition of one Construction Coordinator.
(Fiscal Impact: $120,000.00 annually, but no fiscal impact to the General Fund).
Recommendation – 1) Receive and file status report; 2) Adopt policy changes detailed in staff report; 3) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER
K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer –

Council Member Atkinson –

Council Member Dugan –

Mayor Pro Tem Jacobson –

Mayor Fuentes –

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive 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.

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: 7.9.14
TIME: 3:00 PM
NAME: Tracy Weaver
City Treasury Department Staff Earn CFIP® Designation

Crista Binder, CTP, CFIP, Dino Marsocci, CFIP and Thim Whiteside, CFIP demonstrate commitment to financial education.

El Segundo, CA - July 15, 2014 – Crista Binder, El Segundo City Treasurer, Dino Marsocci, Deputy City Treasurer II and Thim Whiteside, Deputy City Treasurer I, all recently earned the Certified Fixed Income Practitioner designation by finishing Fixed Income Academy’s comprehensive training program designed for public agencies, institutional bond investors, and fiduciaries. Ms. Binder has been the City Treasurer of El Segundo since January 2013 where she oversees the City’s cash management and investment program. Dino Marsocci recently joined the City of El Segundo in February 2014 and Thim Whiteside has been with the City of El Segundo for 15 years. Ms. Binder is also a member of the Association of Financial Professionals where she earned her Certified Treasury Professional credential in 2004.

“One of my main goals when joining the City of El Segundo was to create a professional treasury organization through the implementation of best practices in banking and investment management. Participation in the Fixed Income Academy has allowed our team of treasury professionals to explore new tools and strategies for making sound cash management and investment decisions.

“We are very proud to be part of the movement towards financial literacy, transparency and excellence in fixed income Investing. Our goal is to deliver world-class knowledge in an easy to use platform to help committed professionals, like Ms. Binder, Mr. Marsocci and Ms. Whiteside, achieve their learning objectives”, said Susan Munson, Founder and CEO of the Academy.

By proactively pursuing continuing education and training, the El Segundo Treasury Department demonstrates their commitment to financial prudence and we congratulate them for staying current in the evolving world of finances.

For Media Inquiries:

Susan Munson, Founder and CEO Fixed Income Academy
www.fixedincomeacademy.com or 800-243-5097.
EL SEGUNDO CITY COUNCIL

MEETING DATE: July 15, 2014

AGENDA STATEMENT

AGENDA HEADING: Economic Development Advisory Council

AGENDA DESCRIPTION:
Consideration and possible action to approve bylaws established for the Economic Development Advisory Council to provide greater clarity for the complexion of the political body and to establish rules and expectations for members appointed. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached bylaws; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

City of El Segundo Economic Development Advisory Council Bylaws

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Ted Shove, Economic Development Analyst  
REVIEWED BY: Sam Lee, Director of Planning and Building Safety  
APPROVED BY: Greg Carpenter, City Manager  

BACKGROUND AND DISCUSSION:

During the April 16th, 2014 regular joint meeting of the City Council and Economic Development Advisory Council (EDAC), a motion was made to develop a subcommittee comprised of members of the EDAC to develop bylaws that govern appointed member conduct and to also provide greater clarity of the composition of the advisory body. The subcommittee established a draft set of bylaws which also included a set number of members for the Economic Development Advisory Council at 11 members, the composition of the 11 members would be a cross section of predominant industries currently in town along with residents. The following areas or industries were specifically identified: real estate development; Smoky Hollow; retail and restaurants; hotels; commercial real estate; manufacturing (large and mid size); aerospace; high growth/technology; Fortune 100; and Chamber of Commerce. On June 18th, 2014, the Economic Development Advisory Council unanimously voted to approve and recommend the bylaws (attached) with a few minor grammatical changes be advanced to the City Council for consideration and approval.
CITY OF EL SEGUNDO
ECONOMIC DEVELOPMENT ADVISORY COUNCIL

BYLAWS

ARTICLE I – NAME

The name of this organization shall be the Economic Development Advisory Council otherwise known as EDAC.

ARTICLE II – PURPOSE

The purpose of the EDAC is to provide support and guidance to staff and to advise the City Council on business attraction and retention as well as the implementation of the City’s Economic Development Program. The EDAC shall serve as a forum for effective collaboration leading to the identification of responsible development strategies.

ARTICLE III – QUALIFICATIONS

Members of the EDAC shall represent a cross section of the community including both residents and non-residents who are actively conducting business within the City of El Segundo.

ARTICLE IV – MEMBERSHIP

The EDAC shall be composed of eleven (11) members appointed by the City of Council. EDAC membership is not limited to Residents of El Segundo however, non-residents should represent a business actively engaged in the City of El Segundo. The purpose of the EDAC requires that its members represent a broad and diverse cross section of business and residents including but not limited to the following areas and/or organizations:

- Real Estate Development
- Smoky Hollow
- Retail and Restaurant
- Hotel
- Commercial Real Estate
- Manufacturing (Large & Mid size)
- Aerospace
- High Growth/Technology
- Fortune 100
- Chamber of Commerce

The City Council shall appoint two (2) members of the City Council to serve as liaison members to the City Council and shall have no voting rights.

Section I – Selection of members
The City of El Segundo shall advertise and solicit applications to fill any vacant position that might occur. After the application period has closed the Chair and two (2) members of the EDAC shall review the applications with the sole purpose of making a
recommendation for selection to the Mayor and members of the City Council. The City Council shall make final selection and appointments.

Section II – Term of Office
There is no term expiration for members of the EDAC

Section III – Compensation
EDAC members shall serve without compensation

Section IV – Removal
Members are expected to attend all meetings. When any member has three or more absences in a 12 month-period, the EDAC shall forward this information to the City Council for review and possible removal of the member.

ARTICLE V – MEETINGS

All meetings shall be open and public pursuant to the Government Code of the State of California.

Section I – Regular Meetings
Regular meetings of the Board Shall be monthly, meeting on the third Wednesday at 4:30 PM

Section II – Special Meetings
Special Meetings of the Board may be held at any time upon the call of the Chairman or by a majority of the voting members or the City Council following at least 48 hours notice to each member. The Chairman or a majority of the EDAC shall determine the time and place of the Special Meeting.

Section III – Study Sessions/Workshops/Seminars
The EDAC may be convened as a whole or as a committee of the whole in the same manner as prescribed for the calling of a special meeting for the purpose of holding a study session, workshop or attending a seminar provided that no official action will be taken and no quorum shall be required.

Section IV – Annual Meeting
There shall be an annual meeting of the EDAC at the regular meeting in January of each year.

Section V- Quorum
A majority of the EDAC shall constitute a quorum. A quorum is necessary for action by the EDAC

Section VI – Voting
Each member shall have one vote.

Section VII – Meeting Procedures
Except as otherwise provided by these Bylaws or City Council Resolutions the EDAC will follow the latest edition of Robert’s Rules of Order for the orderly conduct of meetings.

ARTICLE VI – OFFICERS

Officers of the EDAC shall be a Chairman, a Vice Chairman and a Secretary who shall serve at the pleasure of the EDAC. Term of office shall be for one (1) year. Duties of the officers shall conform to the regular parliamentary duties as set for by Robert’s Rules of Order, Revised, unless otherwise stated.

Section I – Chairman
The Chairman shall preside over the meetings of the EDAC

Section II – Vice-Chairman
During the absence, disability, or disqualification of the Chairman, the Vice Chairman shall perform all the duties and be subject to all the responsibilities of the Chairman. The Vice Chairman shall succeed the Chairman if he/she vacates the office before the term expires. A new Vice Chairman shall be elected at the next regular meeting.

Section III – Secretary
The Secretary shall be responsible for the minutes of all actions of the EDAC.

Section IV – Duties of the Economic Development Advisory Council
It is intended that the EDAC shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdictions.

ARTICLE VII – OFFICIAL DOCUMENTS

Section I – Minutes
Minutes of all meetings shall be prepared and maintained with the EDAC records. Copies shall be distributed to each EDAC Member, City Council Member and to the City Clerk.

Section II – Distribution of Documents
Preparation and distribution of EDAC documents to the members, City Council and City Clerk shall be the responsibility of a designated employee as identified by the City Manager.

ARTICLE VIII – CONDUCT OF MEMBERS

Section I – Personal
EDAC members shall make no personal commitment to speak on behalf of the EDAC without majority approval.

Section II – Conflict of Interest
Members of the EDAC shall abstain from participating in any matter to come before the EDAC in which he or she has any direct or indirect economic interest. Should conflict of interest exist, the EDAC member shall remove himself/herself from discussions and
abstain from voting. A yearly Conflict of Interest Statement shall be filed with the City Clerk.

ARTICLE IX – ASSISTANCE OF STAFF

The City Manager of the City of El Segundo shall provide the EDAC with such information and staff assistance as the EDAC may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the EDAC and submit such reports as said EDAC may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

ARTICLE X – AMENDMENTS

These Bylaws as well as any operating procedures may be amended by simple majority of those voting at any legal meeting of the Economic Development Advisory Council (EDAC) meeting subject to approval by the City Council

PASSED AND ADOPTED by the Economic Development Advisory Council (EDAC)

PASSED AND ADOPTED by the El Segundo City Council
AGENDA DESCRIPTION:
Consideration and possible action to approve the 2013-14 Economic Development Strategic Plan. (Fiscal Impact: $185,000)

RECOMMENDED COUNCIL ACTION:
1. Approve the attached 2013-14 Economic Development Strategic Plan; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
2013-14 Economic Development Strategic Plan

FISCAL IMPACT: None

- Amount Budgeted: $185,000
- Additional Appropriation: N/A
- Account Number(s): N/A

ORIGINATED BY: Ted Shove, Economic Development Analyst

REVIEWED BY: Sam Lee, Director of Planning and Building Safety

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
During the July 24th, 2013 regular meeting of the Economic Development Advisory Council (EDAC), a motion was made and unanimously passed to develop a subcommittee comprised of members of EDAC to develop an Economic Development Strategic Plan for the 2013-14 Fiscal Year. The subcommittee convened independently with staff to revise the previous Annual Economic Development Strategy. The development of the plan by the Economic Development Advisory Council for FY 2013-14 will initiate a process to draft an annual plan to identify critical economic development tasks and associated costs required for budgetary concerns. Ultimately, the EDAC will develop a long range (5 year) Economic Development Strategic Plan to identify short, mid and long range economic development goals that the body considers important to address in the appropriate timeframes with fiscal resources appropriated by the City Council on an annual basis. The 2013-14 Economic Development Strategic Plan identifies tasks and matches them with current appropriated funding. No additional funding is being requested for this fiscal year.
# 2014 Economic Development Strategy

<table>
<thead>
<tr>
<th>Strategic Theme</th>
<th>Goals</th>
<th>Objectives</th>
<th>Estimated Timing</th>
<th>Budget</th>
<th>Responsible Party</th>
</tr>
</thead>
</table>
| PROMOTE        | Increase external brand awareness concerning competitive advantages of El Segundo:  
- Business quantity & diversity  
- Expansion & development opportunities  
- Skilled workforce  
- Among best value real estate in region  
- Proximity – International airport, interstate, mass transit including light rail  
- Intimacy / civic leadership partnership  
- Quality of life | 1. Engage PR / Advertising firm and develop the following:  
a. Develop brand identity and creative components;  
b. Develop story and press angles; and  
c. Develop advertising and press deployment strategy.  
2. Increase brand awareness (press releases, broker / city inquiries, web page impressions).  
3. Partner with the Chamber to develop an ongoing speaker series or other innovative recurring event - 1 events per annum. | End of Q2 '14 | $100,000* | EDAC |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROMOTE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proactively increase business relocations to El Segundo</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Attract at least two new businesses resulting in creation of at least 50 new permanent jobs and a capital investment of at least $5 Million dollars.</td>
<td>Annual</td>
</tr>
<tr>
<td>2.</td>
<td>Aggressively target high technology and creative industry businesses.</td>
<td>Annual</td>
</tr>
<tr>
<td>3.</td>
<td>Facilitate the attraction of at least one new healthcare provider and reduce vacant commercial space through the utilization of the Healthcare Needs Assessment (Buxton Co.).</td>
<td>Annual</td>
</tr>
<tr>
<td>4.</td>
<td>Pursue requisite development firms and hotel operators to construct a new hotel at one of the three opportunity sites through the Hospitality</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>PROMOTE</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>5.</td>
<td>Partner with property owners to reduce identified barriers to development/occupation of available sites.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Aggressively attract new business through attendance at trade shows and conferences including:</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>a. International Council of Shopping Centers – Fall Convention (retail);</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td>b. CORENET Global Summit (commercial/office);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Partner with Team California to attend conferences in manufacturing industries (i.e. medical device manufacturing);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Local Business Expos; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Local and regional conventions/events (i.e. LA Creative Office Summit, SB COG General Assembly).</td>
<td></td>
</tr>
<tr>
<td>PROMOTE</td>
<td>RECRUIT</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td></td>
</tr>
</tbody>
</table>
| 7. Create at least 7 regional print ads (i.e. LABI) to promote the City through general advertising, adver-
  torials and press releases.                                             | Increase organizational visibility to targeted business industries
  through awareness/buying, securing national and regional recognition   |
| 8. Create ads and email blasts of new developments through online pub-
  lications (i.e. RentV.com).                                             |                                                                       |
| 9. Create recurring print ads in local publications throughout West L.A. |                                                                       |
| 10. Develop and reproduce collateral marketing materials.               |                                                                       |
| End of Q2 2014                                                          | Ongoing                                                               |
| $30,000                                                                |                                                                        |
| $7,500                                                                 |                                                                       |
| $15,000                                                                |                                                                       |
| $4,300                                                                 |                                                                       |

2. Prepare and submit an application for Accredited Economic Development Organization (AEDO) by the International Economic Development Council (IEDC).
<table>
<thead>
<tr>
<th>RECRUIT</th>
<th>Increase virtual communication effectiveness to business community</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Update existing <a href="http://www.elsegundobusiness.com">www.elsegundobusiness.com</a> website including development of a mobile version for the website.</td>
</tr>
<tr>
<td></td>
<td>2. Develop citywide policy for and implement business development social media campaign including:</td>
</tr>
<tr>
<td>PARTNER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Constant Contact (including quarterly updates that include an online survey instrument)</td>
</tr>
<tr>
<td></td>
<td>b. Facebook</td>
</tr>
<tr>
<td></td>
<td>c. Twitter</td>
</tr>
<tr>
<td></td>
<td>d. MindMixer</td>
</tr>
<tr>
<td></td>
<td>1. Conduct a cluster analysis of existing companies by NACIS Code (3 year trend). Cross reference emerging companies with the West Los Angeles region to identify creative and technology industries.</td>
</tr>
<tr>
<td></td>
<td>2. Determine feasibility to implement a system for measuring and reporting company and employee acquisition and retention.</td>
</tr>
<tr>
<td></td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>$20,000-30,000</td>
</tr>
<tr>
<td></td>
<td>ED Staff</td>
</tr>
<tr>
<td></td>
<td>ED Staff</td>
</tr>
<tr>
<td></td>
<td>18-24 months</td>
</tr>
<tr>
<td></td>
<td>ED Staff</td>
</tr>
<tr>
<td></td>
<td>12-18 months</td>
</tr>
<tr>
<td></td>
<td>EDAC / ED Staff</td>
</tr>
<tr>
<td>PARTNER</td>
<td>RETAIN</td>
</tr>
<tr>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td></td>
<td>RETAIN</td>
</tr>
<tr>
<td>RETAIN</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>Embrace a solution and customer focused approach to partnering with businesses</td>
<td>business incubation or technology incubation center in El Segundo.</td>
</tr>
<tr>
<td></td>
<td>1. Develop a 360 degree customer service program including paper and online survey instruments (including quarterly surveys) to gauge existing and potential businesses to assess strengths and weaknesses:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>INNOVATE</td>
<td>Lead Southern California cities in innovative approaches to economic development</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| INNOVATE | d. Initiate street name change for Sepulveda Blvd to Pacific Coast Highway.  
| | i. Make recommendation to City Council.  
| | ii. Conduct necessary public outreach including securing a commitment from neighboring community.  
| | 2. Engage Public Relations firm to rebrand El Segundo, “coin a term” similar to ‘Silicon Beach’.  
| | 3. Identify unattractive areas of the City and formulate strategies to address sites:  
| | a. Make recommendation to City Council to address at least one unattractive area of the City based upon compiled findings and analysis;  
| | b. Develop a long range plan to address unattractive areas of the City;  
<p>| | Q4 2013-14 | Ongoing | EDAC | EDAC |</p>
<table>
<thead>
<tr>
<th>INNOVATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain relevance in discipline through professional development of staff</td>
</tr>
</tbody>
</table>

| 4. | Conduct feasibility study on technology enhancement options for the City (i.e. Wi-Fi, web presence, online services, performance management); and |
| 5. | Identify and submit applications for relevant grant opportunities to further economic development within El Segundo and the South Bay. |

| 1. | Participation in conferences/seminars of reputable economic development associations |

| Ongoing | Ongoing | Annual |

| EDAC | ED Staff | ED Staff |
AGENDA DESCRIPTION:

Discussion and possible action regarding future fee waivers in association with Special Event Permit applicants for non-profit organizations and individuals. (Fiscal Impact: to be determined)

RECOMMENDED COUNCIL ACTION:

1. Discussion regarding the Special Event Fee Waiver Sub-Committee recommendations; and,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Event List with Scores, Estimated City Fees, and Fee Waiver Percentages
2. Sample Scorecards for Events
3. Fee Waiver Request Form

FISCAL IMPACT: TBD

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

In December 2011 the City Council approved a 2-year advanced fee waiver for fifteen community special events in which the City had historically provided support services and/or facility space at no cost. The advanced fee waiver approval expired on December 31, 2013.

On December 3, 2013, the item was presented before the City Council for discussion and action regarding the continuation or revision of waived fees associated with special events that have previously been granted fee waivers. At that time the City Council appointed a sub-committee to work towards a recommendation for a new process to assist in the determination of granting fee waivers to special event applicants. The committee consists of City Council Members Suzanne Fuentes and Marie Fellhauer with the assistance of city staff of the Departments of Recreation and Parks and Police.

At the regular City Council meeting June 17, 2014, the sub-committee presented initial recommendations that included two documents that could be used to help provide determining information to the City Council when deliberating fee waiver requests – the Fee Waiver Request Form and Fee Waiver Scorecard. Members of the public and event organizers provided feedback during the Public Communications portion of the meeting, and the City Council discussed alternative solutions.

The sub-committee reconvened and has modified the Fee Waiver Scorecard and the ranges in which scores are attached a designated percentage of fees waived. Their recommendations are as follows:
(1) The City of El Segundo officially partner with the Chamber of Commerce as a co-sponsor of the Holiday Parade, thereby removing the event from the special event permitting process and subsequent responsibility to pay for city support services.

(2) Only Non-Profit Organizations and groups based within the City of El Segundo shall be considered for full or partial fee waivers for special events. Of the events on the current list, one organization not based in El Segundo is Relay for Life, which would be subject to full payment of related city support services and field reservation fees.

(3) Of the remaining 14 events, the eight events characterized by being non-fundraising and free to attend events shall have 100% of fees waived. The events are:
   - Candy Cane Lane (Residents of E. Acacia Ave.)
   - Make a Difference Day (Tree Musketeers)
   - Opening Day Parade (El Segundo Little League)
   - Pancake Breakfast (El Segundo Police & Fire Associations)
   - Promotional Dance (El Segundo PTA)
   - Soap Box Derby (El Segundo Boy Scouts Association)
   - Tasting Bee (El Segundo Girl Scouts Association)
   - Homecoming Parade (El Segundo High School)

(4) The final six events shall be scored using the Fee Waiver Scorecard and receive partial fee waivers as follows:
   - Movie in the Park (El Segundo Rotary Club) – Score: 21 – 75% waived
   - Arbor Day (Tree Musketeers) – Score: 20 – 75% waived
   - Main Street Car Show (El Segundo Police Officers Association) – Score: 20 – 75% waived
   - Richmond Street Fair (El Segundo Kiwanis Club) – Score: 20 – 75% waived
   - Broadway in the Park (El Segundo Broadway in the Park) – Score: 20 – 75% waived
   - Run for Education (El Segundo PTA) – Score: 15 – 25% waived

(5) All 14 events shall be waived according to this policy in perpetuity unless and until another policy is created that supersedes these guidelines. The exception would be if a pre-approved event proposes major changes that would increase costs more than 50% of the previous year’s event.

(6) Applicants requesting fee waivers for new events shall be subject to the completion of the Fee Waiver Request Form and the results of the Fee Waiver Scorecard as administered by designated city staff. Should the applicant appeal the outcome, the organization can request a final decision from the City Council. Organizations requesting a fee waiver for a Banner Permit shall also be subject to this process.

(7) Each organization shall be allotted only one event per year with waived fees.

(8) City equipment (i.e. tables, chairs, canopies, stage, sound system, etc.) shall no longer be loaned for use by the special event applicants. Special event organizers will be responsible for providing their own equipment through other procurement or rental methods.

(9) Each special event permit applicant shall be responsible for the full permit application fee of $60 (recently approved by City Council), regardless of fee waiver proportion.

To ensure consistency in determining the costs of support services, the various City Departments are
working to identify the most effective methods of establishing fees for the most common support services.
## Annual Special Events
### Sample Fee Waiver Scorecard Summary

<table>
<thead>
<tr>
<th>EVENT</th>
<th>SPONSORED BY</th>
<th>SCOR (out of 25)</th>
<th>Estimated City Fees</th>
<th>Estimated Fees Paid by Organization (if waived according to Sample Score and Proposed Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candy Cane Lane</td>
<td>Residents of E. Acacia Avenue</td>
<td>N/A</td>
<td>$1,035</td>
<td>$</td>
</tr>
<tr>
<td>Holiday Parade</td>
<td>El Segundo Chamber of Commerce</td>
<td>N/A</td>
<td>$13,835</td>
<td>$</td>
</tr>
<tr>
<td>Make a Difference Day</td>
<td>Tree Musketeers</td>
<td>N/A</td>
<td>$1,370</td>
<td>$</td>
</tr>
<tr>
<td>Opening Day Parade</td>
<td>El Segundo Little League</td>
<td>N/A</td>
<td>$4,100</td>
<td>$</td>
</tr>
<tr>
<td>Pancake Breakfast</td>
<td>El Segundo Police &amp; Fire Associations</td>
<td>N/A</td>
<td>$535</td>
<td>$</td>
</tr>
<tr>
<td>Promotional Dance</td>
<td>El Segundo PTA</td>
<td>N/A</td>
<td>$700</td>
<td>$</td>
</tr>
<tr>
<td>Soap Box Derby</td>
<td>El Segundo Boys Scouts Association</td>
<td>N/A</td>
<td>$1,671</td>
<td>$</td>
</tr>
<tr>
<td>Tasting Bee</td>
<td>El Segundo Girls Scouts</td>
<td>N/A</td>
<td>$500</td>
<td>$</td>
</tr>
<tr>
<td>Homecoming Parade</td>
<td>El Segundo High School</td>
<td>N/A</td>
<td>$7,735</td>
<td>$</td>
</tr>
</tbody>
</table>

### Level II: 75% Fee Waiver (Scores 20-25)

<table>
<thead>
<tr>
<th>EVENT</th>
<th>SPONSORED BY</th>
<th>SCOR (out of 25)</th>
<th>Estimated City Fees</th>
<th>Estimated Fees Paid by Organization (if waived according to Sample Score and Proposed Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Movie in the Park</td>
<td>El Segundo Rotary Club</td>
<td>21</td>
<td>$6,700</td>
<td>$1,675</td>
</tr>
<tr>
<td>Arbor Day</td>
<td>Tree Musketeers</td>
<td>20</td>
<td>$2,200</td>
<td>$550</td>
</tr>
<tr>
<td>Main Street Car Show</td>
<td>El Segundo Police Officers Association</td>
<td>20</td>
<td>$1,935</td>
<td>$484</td>
</tr>
<tr>
<td>Richmond Street Fair</td>
<td>El Segundo Kiwanis Club</td>
<td>20</td>
<td>$4,135</td>
<td>$1,034</td>
</tr>
<tr>
<td>Broadway in the Park</td>
<td>El Segundo Broadway in the Park</td>
<td>20</td>
<td>$2,752</td>
<td>$688</td>
</tr>
</tbody>
</table>

### Level III: 50% Fee Waiver (Scores 16-19)

### Level IV: 25% Fee Waiver (Scores 11-15)

<table>
<thead>
<tr>
<th>EVENT</th>
<th>SPONSORED BY</th>
<th>SCOR (out of 25)</th>
<th>Estimated City Fees</th>
<th>Estimated Fees Paid by Organization (if waived according to Sample Score and Proposed Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Run for Education 5K &amp; 10K</td>
<td>El Segundo PTA</td>
<td>15</td>
<td>$7,635</td>
<td>$5,726</td>
</tr>
</tbody>
</table>

### No Fee Waiver (Non El Segundo Organization)

<table>
<thead>
<tr>
<th>EVENT</th>
<th>SPONSORED BY</th>
<th>SCOR (out of 25)</th>
<th>Estimated City Fees</th>
<th>Estimated Fees Paid by Organization (if waived according to Sample Score and Proposed Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relay for Life</td>
<td>American Cancer Society</td>
<td>N/A</td>
<td>$7,235</td>
<td>$7,235</td>
</tr>
</tbody>
</table>

**TOTALS**  

|                |                             |                   | $64,073             | $17,392                                                                                           |
# CITY OF EL SEGUNDO FEE WAIVER SCORECARD

**EVENT NAME & DATE:** Rotary Club - Movie in the Park

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the organization's financial status and the percentage of the organization's funds that are used directly for social programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td></td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>EVENT/PROGRAM INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Status</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Non-fundraising</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for ES Org</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for other</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Target Audience</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>(Defined as the population that the event or program is intended to serve.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo Residents</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>General Public</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Exclusive Use</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Cost to Participate</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Free to attend</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Fee charged</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>CONSIDERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perceived Community Benefit</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Mostly Community</td>
<td>(5)</td>
<td></td>
</tr>
<tr>
<td>Considerable Community</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Balanced</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Considerably Individual</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Mostly Individual</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Impact</td>
<td></td>
<td>-1</td>
</tr>
<tr>
<td>Street Closure</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Property Wear &amp; Tear</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Sound Impact</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Other Considerations &amp; Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>Total Amount Requested to be Waived $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount Waived $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Level I: 25-20 = Consider waiving most fees (75%)
Level II: 19-15 = Consider waiving partial fees (50%)
Level III: 14-12 = Consider waiving minimal fees (25%)
Level IV: <12 = Do not consider waiving fees (0%)
CITY OF EL SEGUNDO FEE WAIVER SCORECARD

EVENT NAME & DATE: Broadway in the Park

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the organization’s financial status and the percentage of the organization’s funds that are used directly for social programs.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td></td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>EVENT/PROGRAM INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Status</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Non-fundraising</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for ES Org</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for other</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Target Audience</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>(Defined as the population that the event or program is intended to serve.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo Residents</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>General Public</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Exclusive Use</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Cost to Participate</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Free to attend</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Fee charged</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>CONSIDERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perceived Community Benefit</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Mostly Community</td>
<td>(5)</td>
<td></td>
</tr>
<tr>
<td>Considerable Community</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Balanced</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Considerably Individual</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Mostly Individual</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Impact</td>
<td></td>
<td>-2</td>
</tr>
<tr>
<td>Street Closure</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Property Wear &amp; Tear</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Sound Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Considerations &amp; Recommendations</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SCORE**

Total Amount Requested to be Waived $

Total Amount Waived $

Level I: 25-20 = Consider waiving most fees (75%)
Level II: 19-15 = Consider waiving partial fees (50%)
Level III: 14-12 = Consider waiving minimal fees (25%)
Level IV: <12 = Do not consider waiving fees (0%)
CITY OF EL SEGUNDO FEE WAIVER SCORECARD

EVENT NAME & DATE: Tree Musketeers - Arbor Day

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the organization's financial status and the percentage of the organization's funds that are used directly for social programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td>10</td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
</tbody>
</table>

| **EVENT/PROGRAM INFORMATION**    |          |       |
| This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for. |          |       |
| Fundraising Status                |          |       |
| Non-fundraising                   | (4)      | 3     |
| Fundraising for ES Org            | (3)      |       |
| Fundraising for other             | (1)      |       |
| Target Audience                   |          |       |
| (Defined as the population that the event or program is intended to serve.) |          |       |
| El Segundo Residents              | (4)      | 3     |
| General Public                    | (3)      |       |
| Exclusive Use                     | (0)      |       |
| Cost to Participate               |          |       |
| Free to attend                    | (2)      | 0     |
| Fee charged                       | (0)      |       |

| **CONSIDERATIONS**                |          |       |
| This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo. |          |       |
| Perceived Community Benefit       |          |       |
| Mostly Community                  | (5)      | 5     |
| Considerable Community            | (4)      |       |
| Balanced                          | (3)      |       |
| Considerably Individual           | (2)      |       |
| Mostly Individual                 | (0)      |       |
| Impact                            |          |       |
| Street Closure                    | (-1)     | -1    |
| Property Wear & Tear              | (-1)     |       |
| Sound Impact                      | (-1)     |       |
| Other Considerations & Recommendations |          |       |

| **TOTAL SCORE**                   | 20       |

Total Amount Requested to be Waived $ 
Total Amount Waived $

Level I: 25-20 = Consider waiving most fees (75%)  
Level II: 19-15 = Consider waiving partial fees (50%)  
Level III: 14-12 = Consider waiving minimal fees (25%)  
Level IV: <12 = Do not consider waiving fees (0%)
# CITY OF EL SEGUNDO FEE WAIVER SCORECARD

**EVENT NAME & DATE:** ESPOA Main Street Car Show

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>This section considers the organization's financial status and the percentage</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the organization’s funds that are used directly for social programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td>10</td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>EVENT/PROGRAM INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>This section considers whether or not the event is a fundraiser.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>It also considers who the event or program is designed for.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-fundraising</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>Fundraising for ES Org</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for other</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Target Audience</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(Defined as the population that the event or program is intended to serve.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo Residents</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>General Public</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Exclusive Use</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Cost to Participate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free to attend</td>
<td>(2)</td>
<td>2</td>
</tr>
<tr>
<td>Fee charged</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>CONSIDERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perceived Community Benefit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mostly Community</td>
<td>(5)</td>
<td>4</td>
</tr>
<tr>
<td>Considerable Community</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Balanced</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Considerably Individual</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Mostly Individual</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Impact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Closure</td>
<td>(-1)</td>
<td>Street Closures; Sound Permit</td>
</tr>
<tr>
<td>Property Wear &amp; Tear</td>
<td>(-1)</td>
<td>-2</td>
</tr>
<tr>
<td>Sound Impact</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Other Considerations &amp; Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

**Total Amount Requested to be Waived $**

**Total Amount Waived $**

---

Level I: 25-20 = Consider waiving most fees (75%)
Level II: 19-15 = Consider waiving partial fees (50%)
Level III: 14-12 = Consider waiving minimal fees (25%)
Level IV: <12 = Do not consider waiving fees (0%)
# CITY OF EL SEGUNDO FEE WAIVER SCORECARD

**EVENT NAME & DATE:** Kiwanis Club - Richmond Street Fair

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the organization's financial status and the percentage of the organization's funds that are used directly for social programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td>10</td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>EVENT/PROGRAM INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-fundraising</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>Fundraising for ES Org</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for other</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Target Audience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Defined as the population that the event or program is intended to serve.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo Residents</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>General Public</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Exclusive Use</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Cost to Participate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free to attend</td>
<td>(2)</td>
<td>2</td>
</tr>
<tr>
<td>Fee charged</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>CONSIDERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perceived Community Benefit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mostly Community</td>
<td>(5)</td>
<td>4</td>
</tr>
<tr>
<td>Considerable Community</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Balanced</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Considerably Individual</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Mostly Individual</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Impact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Closure</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Property Wear &amp; Tear</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Sound Impact</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Street Closures; Property: Showmobile; Sound Permit</td>
<td>-2</td>
<td></td>
</tr>
<tr>
<td>Other Considerations &amp; Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

**TOTAL SCORE**

<table>
<thead>
<tr>
<th>Total Amount Requested to be Waived $</th>
<th>Total Amount Waived $</th>
</tr>
</thead>
</table>

Level I: 25-20 = Consider waiving most fees (75%)  
Level II: 19-15 = Consider waiving partial fees (50%)  
Level III: 14-12 = Consider waiving minimal fees (25%)  
Level IV: <12 = Do not consider waiving fees (0%)
# CITY OF EL SEGUNDO FEE WAIVER SCORECARD

**EVENT NAME & DATE:** PTA - Run for Education 5K & 10K

<table>
<thead>
<tr>
<th>Category</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORGANIZATION INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the organization's financial status and the percentage of the organization's funds that are used directly for social programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident / El Segundo Non-Profit</td>
<td>(10)</td>
<td>8</td>
</tr>
<tr>
<td>El Segundo School Org.</td>
<td>(8)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>Resident Commercial</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>EVENT/PROGRAM INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-fundraising</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>Fundraising for ES Org</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Fundraising for other</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Target Audience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Defined as the population that the event or program is intended to serve.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo Residents</td>
<td>(4)</td>
<td>3</td>
</tr>
<tr>
<td>General Public</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Exclusive Use</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Cost to Participate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free to attend</td>
<td>(2)</td>
<td>0</td>
</tr>
<tr>
<td>Fee charged</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td><strong>CONSIDERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perceived Community Benefit</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Mostly Community</td>
<td>(5)</td>
<td></td>
</tr>
<tr>
<td>Considerable Community</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>Balanced</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Considerably Individual</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>Mostly Individual</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>Impact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Closure</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Property Wear &amp; Tear</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Sound Impact</td>
<td>(-1)</td>
<td></td>
</tr>
<tr>
<td>Street Closures; Property:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library Park, Tables, Chairs;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sound Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Considerations &amp; Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>

## Total Amount Requested to be Waived $ 

## Total Amount Waived $

---

**Level I:** 25-20 = Consider waiving most fees (75%)  
**Level II:** 19-15 = Consider waiving partial fees (50%)  
**Level III:** 14-12 = Consider waiving minimal fees (25%)  
**Level IV:** <12 = Do not consider waiving fees (0%)
**CITY OF EL SEGUNDO - FEE WAIVER REQUEST FORM**

Applicant must complete this form at least 60 days prior to the date of the event. Applicant must attach a copy of the most recent year’s operating budget of the requesting organization.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Date Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Address</td>
<td></td>
</tr>
</tbody>
</table>

Type of Organization
- □ Resident Individual/Non Profit (501c # ___) *attach IRS certification
- □ Non-Resident Non Profit (501c # ___) *attach IRS certification
- □ Resident Commercial Business
- □ Non-Resident Commercial Business

<table>
<thead>
<tr>
<th>Name of Event</th>
<th>Type of Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Location of Event</td>
<td></td>
</tr>
</tbody>
</table>

**Event Dates/Times (including set-up & break-down)**

<table>
<thead>
<tr>
<th>From</th>
<th>Date</th>
<th>Time</th>
<th>To</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Anticipated Attendance

Is there any admission/registration charged? Yes / No

Has this event previously been held? Yes / No

Were City fees previously waived? Yes / No

**Event Budget**

<table>
<thead>
<tr>
<th>ESTIMATED REVENUE</th>
<th>AMOUNT</th>
<th>ESTIMATED EXPENSES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Donations</td>
<td></td>
<td>Equipment &amp; Supplies</td>
<td></td>
</tr>
<tr>
<td>Admission/Registration Fees</td>
<td></td>
<td>Advertising</td>
<td></td>
</tr>
<tr>
<td>Vendor Fees</td>
<td></td>
<td>Staff/Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>Site Services</td>
<td></td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td></td>
<td>TOTAL EXPENSES</td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Expenses - City Support Services (to be completed by City Staff)**

<table>
<thead>
<tr>
<th>CITY DEPARTMENT</th>
<th>PERSONNEL</th>
<th>NON-PERSONNEL</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreation &amp; Parks Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit Fees (Event, Banner, Sound, Rental)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment (Tables, Chairs, Canopies)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Organization's Financial Summary (to be completed by City Staff)**

| Salaries / Admin / Advertising | $ | Total Annual Budget | $ |
| Other Expenses | $ | Direct to Social ** | % |

** *Direct to Social** represents the percentage of the organization's annual operating budget that is used for social programs.
<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>503,946.42</td>
</tr>
<tr>
<td>Traffic Safety Fund</td>
<td>-</td>
</tr>
<tr>
<td>State Gas Tax Fund</td>
<td>-</td>
</tr>
<tr>
<td>Associated Recreation Activities Fund</td>
<td>292.54</td>
</tr>
<tr>
<td>Asset Forfeiture Fund</td>
<td>-</td>
</tr>
<tr>
<td>Comm. Dev. Block Grant</td>
<td>3,830.50</td>
</tr>
<tr>
<td>Prop &quot;A&quot; Transportation</td>
<td>1,442.27</td>
</tr>
<tr>
<td>Prop &quot;C&quot; Transportation</td>
<td>30.55</td>
</tr>
<tr>
<td>Air Quality Investment Program</td>
<td>-</td>
</tr>
<tr>
<td>Home Bound Installation Fund</td>
<td>1,902.33</td>
</tr>
<tr>
<td>Hyperson Litigation Fund</td>
<td>365.10</td>
</tr>
<tr>
<td>TDA Article 3 - 88 #21 Bikeway Fund</td>
<td>-</td>
</tr>
<tr>
<td>MTA Grant</td>
<td>-</td>
</tr>
<tr>
<td>FEMA</td>
<td>-</td>
</tr>
<tr>
<td>C.O.P.S. Fund</td>
<td>5,193.65</td>
</tr>
<tr>
<td>L.A.W.A. Fund</td>
<td>-</td>
</tr>
<tr>
<td>Abbeisment District #73</td>
<td>-</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>-</td>
</tr>
<tr>
<td>Infrastructure Replacement Fund</td>
<td>-</td>
</tr>
<tr>
<td>Facilities Maintenance Fund</td>
<td>-</td>
</tr>
<tr>
<td>Water Utility Fund</td>
<td>331,796.27</td>
</tr>
<tr>
<td>Wastewater Fund</td>
<td>23,137.62</td>
</tr>
<tr>
<td>Golf Course Fund</td>
<td>8,000.00</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>40,800.17</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>3,420.51</td>
</tr>
<tr>
<td>Workers Comp. Reserve/Insurance</td>
<td>3,357.58</td>
</tr>
<tr>
<td>Retired Emp. Insurance</td>
<td>4,028.11</td>
</tr>
<tr>
<td>Expendable Trust Fund - Developer Fees</td>
<td>7,770.00</td>
</tr>
<tr>
<td>Expendable Trust Fund - Other</td>
<td>6,665.08</td>
</tr>
<tr>
<td>Outside Services Trust</td>
<td>1,290.25</td>
</tr>
<tr>
<td>TOTAL WARRANTS</td>
<td>948,454.22</td>
</tr>
</tbody>
</table>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

FINANCE DIRECTOR: [Signature]    CITY MANAGER: [Signature]

DATE: 7/8/14    DATE: 7-8-14
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 06/16/14 THROUGH 06/29/14

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/18/2014</td>
<td>Pitney Bowes</td>
<td>1,000.00</td>
<td>Postage for Library</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Health Comp</td>
<td>1,958.19</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Manufacturers &amp; Traders</td>
<td>23,494.23</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Manufacturers &amp; Traders</td>
<td>477.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Manufacturers &amp; Traders</td>
<td>5,677.47</td>
<td>401 payment Vantagepoint</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>US Bank - Trust Acct</td>
<td>7,960.43</td>
<td>PARS payment</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>South Bay Credit Union</td>
<td>13,980.38</td>
<td>Payroll credit union deduction pmt</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Nationwide NRS EFT</td>
<td>43,905.46</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>Nationwide NRS EFT</td>
<td>2,110.78</td>
<td>EFT 401a payment</td>
</tr>
<tr>
<td>6/20/2014</td>
<td>State of CA EFT</td>
<td>2,378.14</td>
<td>EFT Child support payment</td>
</tr>
<tr>
<td>6/23/2014</td>
<td>IRS</td>
<td>237,316.29</td>
<td>Federal 941 Deposit</td>
</tr>
<tr>
<td>6/23/2014</td>
<td>Employment Development</td>
<td>49,866.21</td>
<td>State PIT Withholding</td>
</tr>
<tr>
<td>6/25/2014</td>
<td>Cal Pers</td>
<td>115,429.30</td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>6/25/2014</td>
<td>Cal Pers</td>
<td>249,497.24</td>
<td>EFT Retirement Safety</td>
</tr>
<tr>
<td>6/25/2014</td>
<td>Cal Pers</td>
<td>1,268.47</td>
<td>EFT Retirement Safety-Police</td>
</tr>
<tr>
<td>6/25/2014</td>
<td>Cal Pers</td>
<td>6,703.58</td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>6/26/2014</td>
<td>Lane Donovan Golf Ptr</td>
<td>21,233.40</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>6/27/2014</td>
<td>Health Comp</td>
<td>596.16</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>6/16/14-6/22/14</td>
<td>Workers Comp Activity</td>
<td>13,499.81</td>
<td>SCRMA checks issued</td>
</tr>
<tr>
<td>6/23/14-6/29/14</td>
<td>Workers Comp Activity</td>
<td>10,340.84</td>
<td>SCRMA checks issued</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>812,432.08</strong></td>
<td></td>
</tr>
</tbody>
</table>

### DATE OF RATIFICATION: 06/30/14
### TOTAL PAYMENTS BY WIRE: 812,432.08

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer: [Signature]
Date: 6/20/14

Director of Finance: [Signature]
Date: 7/8/14

City Manager: [Signature]
Date: 7.8.14

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, JULY 1, 2014 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:00 PM

ROLL CALL

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

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:

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

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 LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3): -4- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. Moore vs. City of El Segundo, LASC Case No. BC537712
3. Smith vs. City of El Segundo, WCAB Case No. ADJ9258793
4. Schrantz vs. City of El Segundo, WCAB Case No. ADJ8078838

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 and Steve Filarsky
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

Recessed at 6:55 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, JULY 1, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:02PM

INVOCATION – Rob McKenna, Pastor, The Bridge

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Jacobson

PRESENTATIONS - None

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 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.

Mike Gill, El Segundo Police Sargent, commented on the June 26, 2014 Strategic Planning Session and decisions made by the Council during the meeting.

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.

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Dugan 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. Approve Warrant Numbers 3001215 through 3001446 on Register No. 18 in the total amount of $802,742.73 and Wire Transfers from 06/02/2014 through 06/15/2014 in the total amount of $2,925,109.81. 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.


3. Received and filed report regarding the emergency repair 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. (Fiscal Impact: $82,354.00)

4. Received and filed report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion 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. (Fiscal Impact: $37,000.00)

5. Received and filed report regarding the removal and replacement of 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. (Fiscal Impact: $13,875.00)
6. Waive the second reading and adopt Ordinance No. 1495 amending ESMC Title 8 to reduce the number of vehicles required for Carsharing programs from 300 to 150 motor vehicles; ("ESMC) Title 8 ("Vehicles and Traffic) and Chapter 5-F-2 ("Definitions").
(Fiscal Impact: None)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve the amended Consent Agenda items 1, 2, 3, 4, 5, and 6. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

F. NEW BUSINESS

REPORTS – CITY MANAGER – Thanked the employees who will be working the on the 4th of July ensuring a safe and enjoyable holiday.

REPORTS – CITY ATTORNEY - None

REPORTS – CITY CLERK - None

REPORTS – CITY TREASURER - None

REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – Wished all a Happy 4th of July.

Council Member Atkinson – Wished all a Happy 4th of July and suggested the community check out the raising of the walls for Elevon.

Council Member Dugan - None

Mayor Pro Tem Jacobson – None

Mayor Fuentes – Wished all a happy 4th of July, attended the recent Concert in the Park, attended the Elevon development wall raising and attended various military functions over the past few weeks.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive 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.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
July 1, 2014
PAGE NO. 5
Gregorio Daniel, Business Agent with the International Brotherhood of Teamsters Local 911, stated they will support the Police Officers Association, as well as the Fire Fighter’s Union, during the upcoming labor negotiations.

MEMORIALS – None

ADJOURNMENT at 7:13 PM

______________________________
Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 8, 2014, 6:30 P.M.

CALL TO ORDER – Mayor Fuentes at 6:31 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.

SPECIAL ORDER OF BUSINESS:

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

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 and Steve Filarsky
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 8:55 PM

Tracy Weaver, City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
July 8, 2014
PAGE NO. 1
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion 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. (Fiscal Impact: $37,000.00)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion 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/or.

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $0
Additional Appropriation: Yes, $37,000
Account Number(s): 405-400-0000-6215 (Facilities Maintenance Fund – Repair & Maintenance Acct.)

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 June 3, 2014 City Council approved an emergency contract with Perez Restoration and Construction, Inc. (PRC) to clean and repair drywall and carpet as well as restore furniture in the north portion of City Hall (Human Resources, City Clerk’s office, server room). As you may recall, damage to these areas was due to an improperly sealed drain and corresponding rain event which occurred during the City Hall roofing project. PRC will begin their work on Monday, July 14.

Public Contracts Code § 22050(c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff recommends that City Council receive and file this report on the status of the emergency repair to clean and repair drywall and carpet as well as restore furniture in the north portion of City Hall.
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding the emergency repair 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. (Fiscal Impact: $82,354.00)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file this report regarding the emergency repair 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.

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

ATTACHED SUPPORTING DOCUMENTS:

None

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 6, 2014 City Council approved a contract to complete the attic cleaning emergency repair with Empire Building. Contract and insurance documents were finalized on June 9th and they will begin work on Friday, July 11 and work only on Friday through Sunday until the project is complete. Their work for the Human Resources areas is being coordinated to occur in two phases before and after the work to be done by PRC, the water damage repairs contractor, in accordance with recommendations from the City Safety Officer.

Public Contracts Code § 22050 (c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff recommends that City Council receive and file this report on the status of the emergency repair to clean the attic space in City Hall.
EL SEGUNDO CITY COUNCIL
MEETING DATE: July 15, 2014
AGENDA STATEMENT
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Audio Fidelity Communications Corp. (dba Whitlock) to move police video wall infrastructure from the Watch Commander’s Office to the Main Distribution Frame (MDF) room using funds from Citizen Option for Public Safety (COPS) Grant. Whitlock previously installed the police video wall for the City and is the best qualified to relocate the equipment. (Fiscal Impact: $11,418.00)

RECOMMENDED COUNCIL ACTION:

1. Pursuant to El Segundo Municipal Code §1-7-10 waive the bidding process and authorize the City Manager to execute an agreement, in a form approved by the City Attorney with retroactive effect, allowing the City to amend the 2013 maintenance agreement with Whitlock;

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

ATTACHED SUPPORTING DOCUMENTS:
ATTACHMENT A: Whitlock Scope of Work
ATTACHMENT B: Whitlock Quote dated 06-18-14
ATTACHMENT C: Maintenance Agreement # 4381 between the City and Whitlock

FISCAL IMPACT: $11,418
Amount Budgeted: $0
Additional Appropriation: Yes
Account Number(s): $5,569 - 120-400-0000-5209 (COPS Fund – Non-Capitalized Purchases)
$5,849 - 120-400-0000-6206 (COPS Fund – Contractual Services)

ORIGINATED BY: Raymond Garcia, Lieutenant
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On August 6, 2013, the City Council adopted a resolution approving the use of COPS grant funds to supplement law enforcement activities. These funds were added to encumbered COPS grant monies adopted through resolutions in 2010 thru 2012.

In January 2011, the Police Department's video surveillance cameras became operational and subsequent research was completed to identify a video monitoring system which allowed the observation of live feeds, and the ability to track and record critical incidents captured by
surveillance cameras. The “TileMatrix” system was recommended and on January 15, 2013, City Council approved this video monitoring system and subsequent contract with Audio Fidelity Communication Corp, (dba Whitlock) for hardware, installation and maintenance. At the time, Whitlock was the only vendor to have completed a project of similar scope at Gardena Police Department. Further, Whitlock’s configuration platform allowed seamless integration of the Department’s video management software already in place and allowed for further expansion of the video system including the ability to receive external disparate video feeds.

As a cost saving measure at the time of installation, the video wall infrastructure components were built in an approved open storage rack in the Watch Commander’s Office. Since installation, the components have generated more heat and noise than anticipated; making it difficult to conduct routine business. Further, the dust and dirt produced from daily foot traffic and vacuuming have the potential to permanently damage these components. For these reasons, it is recommended the video wall infrastructure be moved from its current location to the secure and temperature controlled MDF room, where servers and other sensitive electrical equipment are housed.

It is also recommended City Council waive the bidding requirements pursuant to ESMC § 1-7-10 and authorize a contract with Whitlock to complete this move. Whitlock originally installed the video wall equipment and is best qualified to move it to a new location. There would be increased possibility of damage or poor installation were the City to bid this project in accordance ESMC Chapter 1-7. This general services project will require no building infrastructure improvements and upgrading any cabling (CAT6 Plenum Cables) would be done using existing conduit pathways to the MDF room. This agenda was reviewed and approved as to form by our City Attorney’s Office.
El Segundo PD
Video wall infrastructure move

Submitted by Jason Parson
To: Ray Garcia and David Grey

June 18, 2014
Project References

Technical Solution

Proposed Solution

The City of El Segundo Police Department currently has a completely functional Video wall system in the watch commander’s office. It has been requested of Whitlock to upgrade existing cables and move the AV rack and any infrastructure associated with the AV head end devices. The head end equipment shall be moved to the MDF closet which Whitlock and Rene Perez have examined prior to this SOW being effective. Whitlock will NOT be responsible for any line voltage requirements. Whitlock will not be modifying the AV system in any way, shape, or form, other than simply moving the head end equipment and supplying the appropriate equipment to do so.

Scope of Work

Whitlock will provide and integrate the following equipment as it pertains to the Video Wall infrastructure move to the El Segundo MDF closet:

<table>
<thead>
<tr>
<th></th>
<th>Extron</th>
<th>60-1271-12</th>
<th>HDMI over twisted TX</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Extron</td>
<td>60-1271-13</td>
<td>HDMI over twisted RX</td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1282-01</td>
<td>VGA with audio over twisted TX</td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1062-02</td>
<td>VGA with audio over twisted RX</td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1075-01</td>
<td>HDMI Audio De-embedder</td>
</tr>
<tr>
<td>1</td>
<td>ICON</td>
<td></td>
<td>USB extender</td>
</tr>
</tbody>
</table>

El Segundo will supply all necessary CAT cabling to complete the infrastructure move to the MDF closet.

All work will be performed during standard business hours of 8am-6pm, Monday – Friday.

If, during the integration process of upgrading wiring, Whitlock observes any structural challenges in completing a wiring task from point “a” to “b”, watch commander’s office to IDF closet, the city will be notified immediately and project stopped. This may result in a change order based on certain structural challenges.
Terms

Work Not Included in Whitlock Proposal

The system described in this proposal includes all equipment, materials, and labor to produce a complete and operational system with the exceptions as noted below.

1. The electrical power system necessary to power the listed equipment (including but not limited to conduits, wire ways, pull boxes, junction boxes, outlet boxes, breaker panels, transformers, etc) will be provided and installed by others.

2. The empty conduit system (including conduits, junction boxes, outlet boxes, raceways, etc) into which the cabling for the audio/video/control system is to be installed will be provided and installed by others. (The cable included in this proposal is plenum-rated so no additional conduit should be required.)

3. Any required floor cores for access between floors of the building vertically will be provided and performed by others.

4. Any modifications to the structural, mechanical, electrical, and plumbing systems or movement of obstructions in the walls, floors, or ceilings.

5. Any motorized shades listed in the attached proposal that will be furnished and installed by others. Whitlock will be responsible for wiring in the low-voltage interface (to the remote control system) and the programming necessary for the motorized shades to operate via the remote control system.

6. Any dimming systems and/or lighting remote controllable contactor relays listed in the attached proposal that will be furnished and installed by others. This includes, but is not limited to, furnishing and installing the conduits, conductors, lighting fixtures, dimmer cabinets, power systems, conductors, etc. Whitlock will be responsible for wiring in the low-voltage interface (to the remote control system) and the programming necessary for the lighting system to operate via the remote control system.

7. Any cable TV feeds, off-air antenna feeds, or satellite feeds will be furnished and installed by others. In all cases, Whitlock will be responsible for tying this feed into the tuner section of the VCR, a separate TV tuner, or a separate satellite receiver after the feed is delivered to the equipment rack location. Whitlock will also be responsible for programming the functionality of these units into the remote control system.

8. The analog telephone line required by the audio conferencing unit will be furnished and installed by others.
9. The transmission lines and network interfaces required by the videoconferencing units will be furnished and installed by others. Whitlock will work with you to coordinate the requirements for these systems, but other contractors typically do the provision and installation of these items.

10. The network connections and cabling systems required by the remote control system will be furnished and installed by others.

11. The mounting structure to which the video projectors will be mounted will be furnished and installed by others.

12. Any operators’ consoles, cabinetry, credenzas, lecterns, podiums, or other furniture into which equipment will be mounted will be furnished and installed by others unless specifically listed in the attached proposal.

Schedule

Whitlock understands that time is the essence of this project. We will make every reasonable effort in coordination and communication to ensure that your timetable is met. However, there are many factors outside of our control that may impact this schedule such as the manufacture and delivery of equipment from our vendors. As your timetable changes, we will make every effort to accommodate your new schedule, but Whitlock makes no guarantee that an installation crew will be available on the revised installation dates.

The minimum acceptable condition of the construction site for the installation of the electronic equipment in the proposal is as follows.

1. The rooms into which the equipment will be installed must be dust-free (floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment).

2. The rooms into which the equipment will be installed must be secure.

3. Electrical power, conduit systems, and HVAC systems for the equipment should be fully installed and energized.

4. Furniture into which components of the equipment will be installed should be present.

If the construction schedules overrun their scheduled completion date, Whitlock will make every reasonable effort to complete the facility by your scheduled opening date. However, because this proposal is based on the work being done at non-overtime rates during normal business hours, there may be additional labor charges.
Invoicing and Payment

Upon delivery of equipment to your job site, Customer accepts responsibility for the security and insurance coverage of such equipment.

Restocking Fees

Any equipment ordered as part of this proposal that is returned to Whitlock or where delivery is cancelled by the Customer will be subject to restocking fees and return freight charges.

Warranty

Whitlock warrants that our installation services will be free of defects in workmanship and materials for a period of one year. This warranty period will begin at the earlier of the completion of installation or the first substantial use of the equipment. Travel expenses to and from the site are not included as part of this warranty. In addition, the equipment may be subject to manufacturers’ limited warranties varying in length from ninety days to one year. These warranties do not apply in the event of misuse, neglect, accident, or operational errors. Charges for the removal and re-installation of equipment will be additional. Any work performed by Whitlock outside of the scope of these warranties or performed on owner supplied equipment will be separately charged.

Whitlock also offers priority service plans for an additional cost. These plans provide for all inclusive labor and discounted parts and give you priority service at a fixed premium for labor. Additional details of these plans will be provided separately upon request.

No other representation, warranty, or guarantee, express or implied, is included in this proposal including implied warranties of fitness for a particular purpose or merchantability. In no event shall either party be liable for any special, indirect, consequential, incidental, or punitive damages.

Independent Contractor Relationship

Whitlock and Customer are contractors independent of one another and neither party’s employees will be considered employees of the other party for any purpose.

Non-Solicitation

During the term of this agreement and for a period of one year after completion of services, Customer will not hire or directly or indirectly recruit, induce, or solicit any employee or contractor of Whitlock for employment with any other person or entity.
Force Majeure

Other than payment of amounts due herein, neither party shall be responsible for delays or failures that arise due to circumstances beyond its reasonable control.

Equal Opportunity Employer

Whitlock is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, and 60-741.5 are herein incorporated by reference.

Confidentiality of Proposal

The information furnished in this proposal is of a proprietary nature and is provided for the purpose of assisting you in evaluating this proposal. This information is and remains the property of Whitlock and is not to be distributed outside of your company without written permission from Whitlock and payment for our design and engineering time expended to date. This provision specifically excludes the use of our proprietary designs to develop a bid that will be distributed to other companies. Penalty for competitive bids of Whitlock provided documentation or design specific to this project would be assessed at the full price of the Whitlock quotation with no Whitlock performance obligation for the delivery of equipment or services.

Acceptance

Acceptance of this proposal by Whitlock is subject to customary credit review. The additional terms included in the attached exhibit are also a part of this proposal. The pricing and other terms set forth in this proposal are good for a period of 30 days from the date of this letter.

Sincerely,

Jason Parson
(425) 861-3484
**Project Acceptance**

**Customer:** El Segundo PD  
**Project:** Video Wall Project  
**Account Representative:** Jason Parson  

For Whitlock to begin work on this project, we will need the following from your company:

1. An authorized signature at the bottom of this document, indicating acceptance of the Description of System Capabilities and Terms and Conditions as described herein. Please send a copy of this page to your account representative listed above.

2. A purchase order from your company to Whitlock for at least the Total System Installed amount listed at the bottom of the Proposal.

3. If you believe this transaction to be exempt from sales taxes, we will need proper paperwork from your company to substantiate this claim.

I agree with the Description of System Capabilities and the Terms and Conditions as described herein.

---

Signature of authorized representative  
Date
### Project Summary

<table>
<thead>
<tr>
<th>Reason for Change</th>
<th>Qty</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Added Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Extron</td>
<td>60-1271-12</td>
<td>HDMI over twisted TX</td>
<td>273.26</td>
<td>1,639.56</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Extron</td>
<td>60-1271-13</td>
<td>HDMI over twisted RX</td>
<td>273.26</td>
<td>1,639.56</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1262-01</td>
<td>VGA with audio over twisted TX</td>
<td>226.74</td>
<td>226.74</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1062-02</td>
<td>VGA with audio over twisted RX</td>
<td>484.19</td>
<td>484.19</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron</td>
<td>60-1075-01</td>
<td>HDMI Audio De-embedder</td>
<td>499.90</td>
<td>499.90</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ICON</td>
<td></td>
<td>USB extender</td>
<td>659.82</td>
<td>659.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>This is to upgrade existing cables to facilitate the move of the AV systems from MC’s office back to the secured MDF closet</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deleted Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Added Equipment**: 5,118.17

**Cable, connectors, materials, hardware, etc to Install Change Order**: 450.00

**Field cabling & infrastructure hardware**

**Connectors, materials, & miscellaneous hardware**

**Labor to Install Change Order**: 4,760.00

**Field installation**: 3,600.00

**Shop & rack fabrication**: 560.00

**Project management**: -

**Testing & commissioning**: 600.00

**Engineering & design**: -

**CAD documentation**: -

**Control system & device programming**: -

**Training**: -

**Documentation**: -

**Warranty & service contract**: -

**Travel, expenses, and freight charges for Added Equipment**: 170.61

**Freight**: 170.61

**Travel**: -

**Equipment rentals**: -

**Total Deleted Equipment**: -

**Freight for Return of Deleted Equipment**: -

**Total change to contract**: 10,498.78

**Sales taxes**: 918.84

**Restocking Fee for Returned Equipment**: -

---

**Page 1 of 2**
<table>
<thead>
<tr>
<th>Reason for Change</th>
<th>Qty</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order Total (including sales taxes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,417.42</td>
</tr>
</tbody>
</table>

**PROJECT SUMMARY**

- **Contact Name**: LT Ray Garcia
- **Company**: El Segundo PD
- **Date**: 6/16/2014
- **Account Executive**: Parson
- **Account Executive Cell Phone**: 0
- **Account Executive E-Mail**: parson@whitlock.com
- **Engineer**: Brown
- **Project Administrator**: Pulliam
MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
AUDIO FIDELITY COMMUNICATIONS CORP, (dba WHITLOCK)

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 7TH day of January, 2013, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY") and WHITLOCK, a VIRGINIA CORPORATION ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

   A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONTRACTOR on a lump sum basis an amount set forth in the attached Exhibit "A," which is incorporated by reference, for CONTRACTOR’s services. CITY will pay such amount promptly, but not later than thirty (30) days after receiving CONTRACTOR’s invoice.

2. TERM. The term of this Agreement will be from January 3, 2013, to September 30, 2013. The Agreement may be renewed upon mutual consent of the parties.

3. SCOPE OF SERVICES.

   A. CONTRACTOR will perform services listed in the attached Exhibit A.

   B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

   A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil
damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY’s Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSE/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR’s attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations,
ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. FAMILIARITY WITH WORK.

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR’s own risk until written instructions are received from CITY.

6. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, 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</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth
above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

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

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

7. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and

B. CITY gives CONTRACTOR a written Notice to Proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to
CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY’s termination under this Section.

INDEMNIFICATION.

A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney’s fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR’s removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment, except for such loss or damage arising from CITY’s sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and volunteers.

C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

9. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to
be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

10. NOTICES.

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: Attn: DAVID GRAY,
TECHNICAL SERVICES MANAGER
City of El Segundo
348 Main Street
El Segundo, CA 90245

To CONTRACTOR: Attn: JASON PARSON
ACCOUNT EXECUTIVE
WHITLOCK
15207 NE 95th Street
Redmond, Washington, 98052
(425) 223-4058

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

12. WAIVER. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

13. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
14. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

15. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

17. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

18. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the El Segundo City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY’s city manager may execute any such amendment on behalf of CITY.

19. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

22. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties’ control, then the Agreement will immediately terminate without obligation of either party to the other.

23. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting lead based stabilization. To the extent that there are additional terms and conditions contained in Exhibit “A” that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinafter written.

CITY OF EL SEGUNDO, a general law city,

Greg Carpenter
City Manager

ATTEST:

Tracy Weaver
City Clerk

APPROVED AS TO FORM:
MARK D. HESSLER, City Attorney

By:
Karl H. Berger, Assistant City Attorney

John Rasamenn
Regional Director

Mark Baker
Chief Financial Officer

Taxpayer ID No. 51-0617014

Page 8 of 8
El Segundo PD
Video Wall Project

Jason Parson

1-2-2013
CONFIDENTIAL

Contents

Corporate Profile ............................................................................................................. 3
  Services Offered ........................................................................................................... 4
  Global Support Services ............................................................................................... 5

Project References ......................................................................................................... 5

Technical Solution ........................................................................................................... 5
  Proposed Solution .......................................................................................................... 5

Scope of Work .................................................................................................................. 6

Cost Summary .................................................................................................................. 9

Terms ................................................................................................................................. 10
  Work Not Included in Whitlock Proposal .................................................................. 10
  Availability of Equipment Being Furnished By Others During Installation ........... 11
  Documentation ............................................................................................................. 11
  Schedule ....................................................................................................................... 11
  Invoicing and Payment ............................................................................................... 12
  Risk of Loss .................................................................................................................. 12
  Restocking Fees ........................................................................................................... 12
  Warranty ...................................................................................................................... 12
  Independent Contractor Relationship ........................................................................ 13
  Non-Solicitation .......................................................................................................... 13
  Force Majeure .............................................................................................................. 13
  Equal Opportunity Employer ..................................................................................... 13
  Confidentiality of Proposal ......................................................................................... 13
  Acceptance ................................................................................................................... 14

Project Acceptance ......................................................................................................... 15

Whitlock Company Information ..................................................................................... 16
  Statement on Financial Strength ............................................................................... 16
  Certifications ............................................................................................................... 16
  Awards ......................................................................................................................... 17
  Company Information ................................................................................................. 24

National Leadership ....................................................................................................... 26

Seattle, Washington Executives ...................................................................................... 31

Seattle, Washington Technical Team ............................................................................. 32

Videoconferencing Specialists ..................................................................................... 32

Company Locations ...................................................................................................... 34
CONFIDENTIAL

Corporate Profile

Whitlock is a global leader in AV integration, videoconferencing solutions and managed services. Since 1956, the company has helped clients maximize, standardize and protect the value of their audiovisual technology investments. Whitlock helps clients create engaging, interactive environments, including telepresence/videoconferencing rooms, digital signage networks, auditoriums, collaborative classrooms and training facilities, visualization rooms, courtrooms and control rooms/network operations centers. Whitlock also offers expansive AV managed services, including AVNOC and remote support, field services, on-site managed services, videoconferencing warranty/maintenance and virtual and hosted video services. The company currently has 25 U.S. locations, plus a worldwide delivery partner network through the Global Presence Alliance.

Whitlock is a financially responsible and stable firm with revenues in excess of $193 million. With our combination of talented and experienced professionals, strong portfolio of global enterprise and government clients and high level partnerships with the top AV manufacturers in the industry, Whitlock is able to offer the best services and solutions available.
CONFIDENTIAL

Services Offered

**Engineering** - System engineering, AV standards and turnkey solutions for:
- Medical Facilities
- Customer briefing centers
- Training rooms
- Control rooms
- Visualization
- Simulation
- Network operations centers
- Government agencies
- TV stations
- Production houses
- Schools and classrooms
- Courtrooms
- Churches
- Legal organizations
- Museums

**Integration** – We offer over 400 manufacturer lines, delivering the most technologically advanced projection systems, videoconferencing, telepresence, streaming video, flat panel displays, IP control, control systems, video walls, document cameras, audio systems, non-linear editing systems, mixers, switchers, audio boards, and electronic whiteboards.

**Managed Services** - A variety of on-going support services options, including on-site personnel and extended maintenance contracts with options for customized training, preventive maintenance, and guaranteed response times. Whitlock has one of the largest and most knowledgeable audiovisual service organizations in the United States. We have a ratio of 3:1 of technical employees to other employees in our company, resulting in the most trained and talented engineers in the industry. Our technical operations personnel are unsurpassed in their training and experience in comparison to other audiovisual companies.

Whitlock’s company motto states, “*Performance is Everything.*” We provide superior customer service to a prestigious client base, including national clients such as Chevron, Cisco, GlaxoSmithKline, Microsoft and Lockheed-Martin, among others. We provide the most advanced audiovisual services and solutions available.
CONFIDENTIAL

Global Support Services

Whitlock is a founding member of an international solutions group called the Global Presence Alliance (GPA). The GPA is a framework of audiovisual and videoconferencing industry specialists, committed to sharing best practices to ensure a high quality and consistent customer experience, world-wide. Formed to meet the demand from large, global organizations who recognize that audiovisual and videoconferencing technology is now an essential business tool, the GPA helps companies reduce costs while improving their efficiency and communication.

All GPA members have solid corporate financials, great company reputations, excellent references, extensive industry certifications and a demonstrated track record of systems integration expertise.

**Global Presence Alliance customers benefit from:**
- Access to a local specialist systems integrator
- Sharing Innovations / Best Practices
- Standardization of system design and programming
- Global project management
- Common approach to project deployment and installations
- Implementation which confirms to global standards
- Global pricing support for manufacturer’s framework agreements

Please visit [www.global-presence.org](http://www.global-presence.org) for additional information.

Project References

**Technical Solution**

**Proposed Solution**

Based on conversations with the clients, Lt. Scott Doukakis and David Grey, Whitlock has put together a proposal that will be based on using NEC 1080P LCD panels. Whitlock is choosing to use NEC as they are the leader in the video wall technology with regards to the 46" sizes.

Whitlock has proposed an RGB spectrum matrix switch that will handle all inputs and outputs to the LCD screen. A simple AMX control system has been specified for control of the screens and presets within the quoted system. Whitlock recommends an AMX wired touch control panel for the user interface.
CONFIDENTIAL

Audio will be routed through a matrix switch which will allow for audio sources to be routed to the main command center and to other specified locations. All audio control will take place through the AMX control system. Flush mounted, ceiling speakers have been specified for audio listening.

A Middle Atlantic 12-16 space rack will be provided to house equipment under a desk in the watch commander's office.

Whitlock will provide a turnkey installation with regards to all hardware except the LCD panels. El Segundo PD will be responsible for providing all PC's and any software that coincides with this application. El Segundo will also be responsible to provide IT support for city owned systems, networks, etc.

Scope of Work

Whitlock will provide and Integrate the following:

1. 4-X463 LCD panels in a 2 x 2 array (1080p panels, Whitlock recommended)
   a. All necessary mounting hardware, service remotes and cabling

2. 1-RGB Spectrum DVI switch that will handle all routing of input and outputs of source for video wall
   a. OFE computer will feed RGB Spectrum switch, Switch will feed inputs to video wall. We will configure wall using DVI loop through as well as discreet inputs to each screen in the video wall matrix
   b. In the current switch configuration 3 outputs will be available for other rooms. It is our understanding that two outputs will be used in secondary office locations to send mirrored outputs to an OFe monitor. The signal path will be provided by owner as well as signal path equipment. IE DVI over twisted pair. Whitlock will provide a button on the touch panel to activate the video feed. Audio to follow video feed.
   c. Images will be display on single screen or covering all quads with one full image. No more than 4 sources can be displayed on the same at one time.

3. 1-AMX Modero 7" touch screen control panel with NI-2100 controller
   a. This will allow for presets of the RGB Spectrum switch and AMX audio switch, control of input/outputs to the LCD panels and speakers.
CONFIDENTIAL

b. The actual touch panel will be programmed to equipment specifications, with input from the client on final graphical user interface. Whitlock will allow for the client to make one final GUI change. Any changes thereafter will resort in a change order. 15 presets will be programmed into the controller and set up on the control touch panel as a push button application. Whitlock will explain how the touch panel will be set up based on the presets El Segundo PD wishes to utilize. Once the 15 presets are agreed upon and programmed any additional presets will be considered a change order.

4. Whitlock will provide and install a small Middle Atlantic rack to house any AV equipment. The rack will be placed in the command center per provided drawing.

5. Whitlock will install two ceiling mounted speakers in the main command center.

6. Whitlock will install an audio matrix switch in the main rack for distribution of audio to, two locations, main command center and briefing room.

7. Whitlock will supply all necessary video cable and miscellaneous accessories needed to complete the project to industry standards.

8. Whitlock will request VPN access to any controller for future updating that can be done remotely.

9. An OFE computer will be utilized as a PC source.

10. All source gear will need to be provided at start of install.

11. Four hour training will be provided upon commissioning of system. City of El Segundo is requesting a minimum of 14 calendars days from time of acceptance before training can be scheduled.

12. All power outlet locations will be called out in an architectural drawing for the video wall and provided to the city for video wall implementation.

13. Whitlock is requesting a dedicated 20 amp circuit for powering of AV rack.

14. One network drop at AV rack location provided by City of El Segundo.

15. If there are any questions or concerns about the application of scope of work, they need to be addressed prior to formal acceptance.

16. Remote access to the AMX controller will be requested ahead of time through the proper IT channels.

17. A 30% deposit is requested for this project.
CONFIDENTIAL

18. Project acceptance and Whitlock commissioning form will be supplied to client and will be used for FINAL acceptance.

19. City of El Segundo is requesting a 15% retention to be paid 30 days post project completion/acceptance.

20. Once El Segundo agrees that the project works to scope, training will be scheduled 14 days post said acceptance date. Whitlock commissioning documents will be utilized and modified to fit application
## CONFIDENTIAL PROPOSAL

**LT. Scott Doukakis**

**15207 NE 95th Street, Redmond, WA 98052 - Phone (425) 861-3484 - Fax (425) 861-3481 - www.whitlock.com**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT. Scott Doukakis</td>
<td>11/20/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>Address 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Segundo Police Department</td>
<td>986 Main Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address 2</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Segundo, California 62446</td>
<td>310-524-2226</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>310-524-2226</td>
<td>Account Executive Cell Phone 310-549-9999</td>
<td>LT. Doukakis (\text{System Designer}) <a href="mailto:parenc@whitlock.com">parenc@whitlock.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Command Center Display - NEC 1080P LCD Screens</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qty of Rooms: 1</strong></td>
</tr>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>Display Systems Total</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Routing &amp; Switching Systems Total</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Sources</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Remote Control Systems Total</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
</tr>
</tbody>
</table>

### Display Systems

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>NEC</td>
<td>X465UN-7MX4P</td>
<td>Four X465UN bundled with four XOnSite50=48, Four DVI cables, Three Null Modem Cables, Peerless 2x2 pull-out fully adjustable mounting system, two Tiptop Labs OBC-1K, Surge Suppressor, Overdrive Digital III, IR/Remote Kit, FREE Standard Ground Freight, with two NEC control room and management software (CMS)</td>
<td>16,420.07</td>
<td>16,420.07</td>
</tr>
</tbody>
</table>

### Routing & Switching Systems

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>RG5 Spectrum</td>
<td>LX-17 8/8</td>
<td>Linx 1700 CrossX Format Switchhub with 8 RGB/DVI Inputs &amp; 8 DVI Outputs (4U)</td>
<td>14,207.00</td>
<td>14,207.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>AMX</td>
<td>FG998-27</td>
<td>RO COMM 7 Modern X Series widescreen tabletop touch panel with capacitive multi-touch screen, LED backlight &amp; 102x4600 resolution. Does not include camera, mic or NFC antenna. It is designed for facilities that do now allow these features</td>
<td>2,710.88</td>
<td>2,710.88</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>AMX</td>
<td>FG2105-04</td>
<td>NetLinx N2-2100 - Integrated Master/NetLinx Controller with 404 MIPS Processor, 512MB RAM, 120 MB of Flash, 4 RJ Ports, 4 Cat 5 Ports, 4 Relays, and 3 RS-232/422/485 Ports and optional CINet</td>
<td>977.94</td>
<td>977.94</td>
</tr>
</tbody>
</table>

### Sources

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>Tanonoy</td>
<td>CVS5</td>
<td><img src="https://via.placeholder.com/150" alt="" /></td>
<td>119.75</td>
<td>239.50</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Extron</td>
<td>63-845-U1</td>
<td>M-PX-401, amp</td>
<td>281.25</td>
<td>281.25</td>
</tr>
</tbody>
</table>

### Remote Control Systems

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>AMX</td>
<td>FG998-27</td>
<td>RO COMM 7 Modern X Series widescreen tabletop touch panel with capacitive multi-touch screen, LED backlight &amp; 102x4600 resolution. Does not include camera, mic or NFC antenna. It is designed for facilities that do now allow these features</td>
<td>2,710.88</td>
<td>2,710.88</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>AMX</td>
<td>FG2105-04</td>
<td>NetLinx N2-2100 - Integrated Master/NetLinx Controller with 404 MIPS Processor, 512MB RAM, 120 MB of Flash, 4 RJ Ports, 4 Cat 5 Ports, 4 Relays, and 3 RS-232/422/485 Ports and optional CINet</td>
<td>977.94</td>
<td>977.94</td>
</tr>
</tbody>
</table>

### Miscellaneous

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Back, with PG9188 power supply</td>
<td>714.29</td>
<td>714.29</td>
</tr>
<tr>
<td>Item</td>
<td>Qty</td>
<td>Manufacturer</td>
<td>Model</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONFIDENTIAL

Terms

Work Not Included in Whitlock Proposal

The system described in this proposal includes all equipment, materials, and labor to produce a complete and operational system with the exceptions as noted below.

1. The electrical power system necessary to power the listed equipment (including but not limited to conduits, wire ways, pull boxes, junction boxes, outlet boxes, breaker panels, transformers, etc) will be provided and installed by others.

2. The empty conduit system (including conduits, junction boxes, outlet boxes, raceways, etc) into which the cabling for the audio/video/control system is to be installed will be provided and installed by others. (The cable included in this proposal is plenum-rated so no additional conduit should be required.)

3. Any required floor cores for access between floors of the building vertically will be provided and performed by others.

4. Any modifications to the structural, mechanical, electrical, and plumbing systems or movement of obstructions in the walls, floors, or ceilings.

5. Any motorized shades listed in the attached proposal that will be furnished and installed by others. Whitlock will be responsible for wiring in the low-voltage interface (to the remote control system) and the programming necessary for the motorized shades to operate via the remote control system.

6. Any dimming systems and/or lighting remote controllable contactor relays listed in the attached proposal that will be furnished and installed by others. This includes, but is not limited to, furnishing and installing the conduits, conductors, lighting fixtures, dimmer cabinets, power systems, conductors, etc. Whitlock will be responsible for wiring in the low-voltage interface (to the remote control system) and the programming necessary for the lighting system to operate via the remote control system.

7. Any cable TV feeds, off-air antenna feeds, or satellite feeds will be furnished and installed by others. In all cases, Whitlock will be responsible for tying this feed into the tuner section of the VCR, a separate TV tuner, or a separate satellite receiver after the feed is delivered to the equipment rack location. Whitlock will also be responsible for programming the functionality of these units into the remote control system.

8. The analog telephone line required by the audio conferencing unit will be furnished and installed by others.
9. The transmission lines and network interfaces required by the videoconferencing units will be furnished and installed by others. Whitlock will work with you to coordinate the requirements for these systems, but other contractors typically do the provision and installation of these items.

10. The network connections and cabling systems required by the remote control system will be furnished and installed by others.

11. The mounting structure to which the video projectors will be mounted will be furnished and installed by others.

12. Any operators’ consoles, cabinetry, credenzas, lecterns, podium, or other furniture into which equipment will be mounted will be furnished and installed by others unless specifically listed in the attached proposal.

Availability of Equipment Being Furnished By Others During Installation

During the installation, all sources that will be incorporated into the system (including owner-furnished computers, VCRs, DVD players, satellite, and CCTV systems, etc.) must be available for our technicians to set up the system properly. Failure to have this equipment available during the installation will necessitate additional visits by our technicians to finish the system setup that may result in additional charges.

Documentation

Whitlock will provide the block diagrams, drawings, equipment serial number lists, control system programming, operating instructions, owners’ manuals and maintenance manuals (as applicable) for the documentation of the system.

Schedule

Whitlock understands that time is the essence of this project. We will make every reasonable effort in coordination and communication to ensure that your timetable is met. However, there are many factors outside of our control that may impact this schedule such as the manufacture and delivery of equipment from our vendors. As your timetable changes, we will make every effort to accommodate your new schedule, but Whitlock makes no guarantee that an installation crew will be available on the revised installation dates.

The minimum acceptable condition of the construction site for the installation of the electronic equipment in the proposal is as follows.

1. The rooms into which the equipment will be installed must be dust-free (floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment).
2. The rooms into which the equipment will be installed must be secure.

3. Electrical power, conduit systems, and HVAC systems for the equipment should be fully installed and energized.

4. Furniture into which components of the equipment will be installed should be present.

If the construction schedules overrun their scheduled completion date, Whitlock will make every reasonable effort to complete the facility by your scheduled opening date. However, because this proposal is based on the work being done at non-overtime rates during normal business hours, there may be additional labor charges.

**Invoicing and Payment**

Whitlock will invoice Customer on the following schedule:

- 25% due upon issuance of the P.O.
- 60% due upon the start of installation
- 15% due upon system acceptance

Customer agrees to remit payment for such invoices within twenty (20) days from the invoice date. Customer agrees to pay a finance charge equal to 1½% per month on all invoices not paid timely. In the event that Whitlock employs an attorney to collect unpaid amounts, Customer agrees to pay all reasonable legal fees and costs incurred by Whitlock in such action.

**Risk of Loss**

Upon delivery of equipment to your job site, Customer accepts responsibility for the security and insurance coverage of such equipment.

**Restocking Fees**

Any equipment ordered as part of this proposal that is returned to Whitlock or where delivery is cancelled by the Customer will be subject to restocking fees and return freight charges.

**Warranty**

Whitlock warrants that our installation services will be free of defects in workmanship and materials for a period of one year. This warranty period will begin at the earlier of the completion of installation or the first substantial use of the equipment. Travel expenses to and from the site are not included as part of this warranty. In addition, the equipment may be subject to manufacturers' limited warranties varying in length from ninety days to one year. These warranties do not apply in the event of misuse, neglect, accident, or operational errors. Charges for the removal and re-installation of equipment will be additional. Any work performed by Whitlock outside of the scope of these warranties or performed on owner supplied equipment will be separately charged.
CONFIDENTIAL

Whitlock also offers priority service plans for an additional cost. These plans provide for all inclusive labor and discounted parts and give you priority service at a fixed premium for labor. Additional details of these plans will be provided separately upon request.

No other representation, warranty, or guarantee, express or implied, is included in this proposal including implied warranties of fitness for a particular purpose or merchantability. In no event shall either party be liable for any special, indirect, consequential, incidental, or punitive damages.

Independent Contractor Relationship

Whitlock and Customer are contractors independent of one another and neither party’s employees will be considered employees of the other party for any purpose.

Non-Solicitation

During the term of this agreement and for a period of one year after completion of services, Customer will not hire or directly or indirectly recruit, induce, or solicit any employee or contractor of Whitlock for employment with any other person or entity.

Force Majeure

Other than payment of amounts due herein, neither party shall be responsible for delays or failures that arise due to circumstances beyond its reasonable control.

Equal Opportunity Employer

Whitlock is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, and 60-741.5 are herein incorporated by reference.

Confidentiality of Proposal

The information furnished in this proposal is of a proprietary nature and is provided for the purpose of assisting you in evaluating this proposal. This information is and remains the property of Whitlock and is not to be distributed outside of your company without written permission from Whitlock and payment for our design and engineering time expended to date. This provision specifically excludes the use of our proprietary designs to develop a bid that will be distributed to other companies. Penalty for competitive bids of Whitlock provided documentation or design specific to this project would be assessed at the full price of the Whitlock quotation with no Whitlock performance obligation for the delivery of equipment or services.
CONFIDENTIAL

Acceptance

Acceptance of this proposal by Whitlock is subject to customary credit review. The additional terms included in the attached exhibit are also a part of this proposal. The pricing and other terms set forth in this proposal are good for a period of 30 days from the date of this letter.

Sincerely,

Jason Parson
(425) 861-3484
CONFIDENTIAL

Project Acceptance

Customer: El Segundo PD
Project: Video Wall Project
Account Representative: Jason Parson

For Whitlock to begin work on this project, we will need the following from your company:

1. An authorized signature at the bottom of this document, indicating acceptance of the Description of System Capabilities and Terms and Conditions as described herein. Please send a copy of this page to your account representative listed above.

2. A purchase order from your company to Whitlock for at least the Total System Installed amount listed at the bottom of the Proposal.

3. If you believe this transaction to be exempt from sales taxes, we will need proper paperwork from your company to substantiate this claim.

I agree with the Description of System Capabilities and the Terms and Conditions as described herein.

______________________________
Signature of authorized representative

______________________________
Date
Whitlock Company Information

Statement on Financial Strength

In these challenging economic times, Whitlock shines as a financially solid and stable company. The following confidential information is provided to assist you in evaluating our financial strength:

- Founding – Incorporated in the state of Virginia on January 3, 1956; we have been in the audiovisual industry for over 56 years.
- Ownership – Privately-held company with consistent ownership since 1991; we have no private equity investment or debt.
- Revenue – Consistent, organic growth in revenue every year for the last 15 years; compound annual growth rate (CAGR) of 18.1% during this period; annual revenues for the last three years were as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$193,681,408</td>
</tr>
<tr>
<td>2010</td>
<td>$147,814,303</td>
</tr>
<tr>
<td>2009</td>
<td>$131,305,183</td>
</tr>
</tbody>
</table>

- Profitability – Profitable every year for the last 15 years.
- Equity – Stockholders’ equity at December 31, 2011 was over $16.0 million – this amount includes over $15.8 million in retained earnings.
- Balance Sheet – Current ratio of 1.4 at December 31, 2011; no long-term debt; no goodwill or other intangibles on the balance sheet.
- Financing – $25 million line of credit provided by Wachovia Bank expiring in May 2013 – we can easily finance the procurement of multi-million dollar projects.
- Bonding – Strong ability to bond projects up to $10 million through Western Surety Company.
- Employees – approximately 530 employees as of December 31, 2011.

Please contact Mark Baker, Chief Financial Officer, at Mark.Baker@whitlock.com if you have questions about the Company’s financial strength or require more detailed information.

Certifications

Whitlock offers a full range of technical, government and financial certifications.

1. GSA Certified (Contract Number: GS-35F-0453N)
CONFIDENTIAL

2. Whitlock is recognized for excellence as a dealer by manufacturers such as Crestron, Extron, Panasonic, Polycom, SMART Technologies, Sony, Tandberg, and many others. Please visit our website (www.whitlock.com) to view these recognitions.

3. Whitlock offers bonding that is unparalleled by our competitors.

4. Many of our employees have been trained and certified by the following organizations:

   - Accordent
   - AMX
   - AOS Electronics
   - AutoPatch
   - Barco
   - Biamp
   - Blonder Tongue
   - BSS Audio
   - Christie Digital
   - Cisco
   - ClearOne
   - Crestron
   - Digital Projections
   - InfoComm CTS
   - Epson
   - Extron
   - JBL
   - JVC
   - LifeSize
   - Medialon
   - Microsoft
   - Middle Atlantic
   - NCIA
   - NSCA
   - NEC
   - Peavey MediaMatrix
   - Pioneer
   - Planar/Clarity QST
   - Polycorp
   - Projection Design
   - Sonic Foundry
   - Sony
   - SynAudCon
   - Tandberg
   - Zydacron

Professional organizations Whitlock is a member of include:

- InfoComm International®
- NSCA
- National Association of Broadcasters
- Society of Broadcast Engineers
- International Facility Management Association
- Certified Continuing Education Provider of Audiovisual Technologies for the American Institute of Architects

Awards

Whitlock is proud to be the largest privately held audiovisual integrator in the United States. We have been privileged to receive awards, honors, and recognition for our growth, technical capacity, and outstanding performance in audiovisual and broadcast systems integration. Please visit our website for a complete list of awards.
DIGITAL SIGNAGE DISPLAYS

Pictured here is a lobby display area where LCD displays and specially-domed audio systems were installed at kiosk locations for customer interactivity.
VISUALIZATION

Pictured here is a visualization center where Whitlock installed a rear-projection system with additional LCD displays, audio and a videoconferencing system.
AUDITORIUM

Pictured here is an auditorium where Whitlock installed a front-projection system, ceiling speakers, microphones, audio processing, document camera, videoconferencing, PTZ cameras and a control system to provide a collaborative audiovisual experience for this advanced meeting facility.
OPERATIONS CENTER

Pictured here is an operations center where Whitlock installed numerous LCD displays throughout the space and a central IPTV distribution system with the objective of providing synchronized video feeds to employees throughout the facility.
TRAINING ROOM

Pictured here is a training room where Whitlock installed a 2 high x 3 wide cube wall composed of six, 60" diagonal DLP cubes controlled by a display wall controller, along with four HDTV televisions, a distributed audio system that is connected via CobraNet to the several other meeting rooms, a six-channel localized audio system and an intuitive control system.
EMERGENCY OPERATIONS

Pictured here is an emergency operations center where Whitlock installed nine rear-projection units and nine 67” projection screens to form a 3x3 video wall configuration with a processor, allowing the display of multiple images on each of the nine screens or one large image stretched across all the screens for enhanced viewing. The completed system also contains 12 plasmas mounted around the room, two additional projectors strategically hung from the ceiling, audio systems and a control system to manage all of the media throughout the integrated space.
CONFIDENTIAL

Company Information

Whitlock is very proud of our ability to consistently manage a profitable company while growing at an average rate of 20% annually. We have closed out each year with profits which has allowed us to build an excellent credit rating. Please take the time to review our Dun & Bradstreet rating or call any of our references.

Legal Business Name: Audio Fidelity Communications Corp.
Doing Business As: Whitlock
Date Established: 1955
Type of Business: Corporation
Headquarters Address: 12820 West Creek Parkway, Richmond, VA 23238
Phone Number: (804) 273-9100
Fax Number: (804) 273-9380
Officers: John D. Whitlock, Chairman
          Doug Hall, CEO
          Roger Patrick, COO
          Mark Baker, CFO

Federal Tax ID: 54-0617014
DUNS® Number: 02-389-2201
DUNS® Rating: 1R3 (as of 4/1/08)
NAICS Code: 423440
CAGE Code: 7D413

Sales Tax (Resale) #: New York # 54-0617014
Alabama # 68 SU 21237
California # 100-795855
Colorado # 26-70782-0000
District of Columbia # 350000037681
Florida # 39-801379553-2
Georgia # 067406946
Illinois # 3976-1533
Louisiana # 6809214-001
Maryland # 07341030
Massachusetts # 540 617 014
New Jersey # 540-617-014/000

Principal Lines: Audiovisual, Videoconferencing, Video-Streaming,
                Command & Control, Digital Signage, Pro-Video,
                Post-Production, Broadcast Products and Services
CONFIDENTIAL

Purchase Orders Required?: Yes
Authorized Personnel: John Whitlock, Doug Hall, Mark Baker
                      Greg Rappaport, Sandy Miller

Contract Numbers:
GSA:
  GS-35F-0453N Schedule 70 IT Contract
  • SIN # 132-8: Purchase of Equipment
  • SIN # 132-12: Maintenance & Service/Repair
  • SIN # 132-51: Professional IT Services

  GS-03F-0057W Schedule 58 AV Contract
  • SIN # 58-1: AV Equipment
  • SIN # 58-7: Ancillary Services
  • SIN # 58-8: Professional A/V Assessment, Design and Integrations

  VITA (Virginia) VA-050912-WHIT
  VASCUPP (Virginia) UCP-142516-11JC
  DIR (Texas) DIR-SDD-949

Bank Reference:
Wachovia National Bank Contact: Christine Daniels, Senior Vice President
1021 East Cary Street Phone: (804) 697-6824
Two James Center Fax: (804) 697-6869
Richmond VA 23219

Trade References:
Extron Electronics NEC Technologies
1230 S. Lewis Street 22529 Network Place
Anaheim CA 92805 Chicago IL 60673
Contact: Ana Zepeda Contact: Benny Jew
PH: (714) 491-1593 PH: (916) 636-5765
FX: (714) 780-4113 FX: (916) 636-5695

Smart Technologies Inc. Da-Lite Screen Company Inc.
1207 11th Avenue SW, Suite 300 3100 North Detroit Street
Calgary, Alta, Canada T3C-OM5 Warsaw IN 46681-0137
Contact: Barbara Baroh Contact: Kim Booher
PH: (403) 802-2402 PH: (574) 372-1372
National Leadership

John D. Whitlock, Chairman

This lawyer turned businessman has more than two decades of experience leading and influencing businesses in Richmond and the surrounding area. John currently serves on the board for the Virginia College Savings Plan, the Family Foundation and the Retail Merchants Association, and was previously active on the boards for the Bank of Richmond, Better Business Bureau, Virginia Performing Arts Foundation and the Greater Richmond Chamber of Commerce. Personal awards of achievement include the Virginia Master Entrepreneur of the Year Award by Ernst & Young, the Inc. 500 List, the Bulldog 100 List from the University of Georgia and the Richmond Venture Forum’s Top 25 Entrepreneurs List.

John is an entrepreneur and business leader who focuses on driving innovation and best practices. He has created and managed several successful technology-related companies in the IT, retail and AV markets. John founded what is now Whitlock (the company) and currently serves as Chairman. His vision on values and fiscal responsibility is strongly reflected in the company’s operations and culture today, and has led to solid growth rates year after year. John provides strategic guidance for the business in order to deliver on its mission to help clients share, learn and collaborate across boundaries using the latest audiovisual technologies.

Doug Hall, Chief Executive Officer

Doug has more than twenty-seven years of experience in global business management, sixteen of which have been focused on the AV industry. He joined Whitlock in 1995, and has served as the company’s COO, CFO and now CEO for the past four years. Responsible for the overall business health and growth of Whitlock, Doug is involved in strategy, operations, sales and general oversight of more than twenty locations in the U.S. Under his leadership, Whitlock has grown to one of the top AV solution providers in the U.S. as well as globally, achieving high level strategic partnerships with digital media and AV market leaders. As part of Whitlock’s international expansion, Doug helped to create the Global Presence Alliance, bringing together top AV solution providers to share best practices and delivery models for worldwide accounts. Before joining the Whitlock team, Doug was a senior manager and CPA in the Entrepreneurial Services Group for Ernst & Young. His expertise includes business growth consulting, partner management, domestic and international expansions, mergers and acquisitions, public and private equity offerings, debt financings, operational reviews and business turnarounds.

Roger Patrick, Chief Operations Officer
CONFIDENTIAL

Roger is a twenty-year veteran in the audiovisual industry, with fifteen years in management and executive level positions. Currently responsible for the nationwide branch and regional operations structure for Whitlock, his primary role is to assess strategic plans at the local and regional levels to ensure alignment with the company’s overall business goals. Additionally, Roger oversees the adoption and deployment of standards, enterprise tools and software, as well as the sharing of resources and best practices nationwide. He also has direct responsibility for developing Whitlock’s client delivery models as well as sales, service and support tools to maintain quality standards across the enterprise. Based in Dallas, Roger led the company’s efforts for expansion in the Central and Western U.S. and served as the Managing Director for the company’s operations in that region. Prior to joining Whitlock, Roger earned his CPA certification and served in finance, operations and managed services roles in the AV industry.

Mark Baker, Chief Financial Officer

Mark has been with Whitlock since 2000 and was named Chief Financial Officer in 2007. In this role, he is responsible for the company’s finance, accounting, risk management and administrative functions. Mark also oversees all bonding and lending relationships, enabling Whitlock to procure and manage projects of all sizes for global organizations and governmental entities. With over twenty years of experience in financial management, Mark has extensive experience working with growth-oriented and entrepreneurial companies from a variety of industries. Prior to joining Whitlock, he was a senior manager in Ernst & Young’s Entrepreneurial Services Group for over nine years. He has also held financial management and consulting roles for a number of entrepreneurial businesses in Virginia. Mark is a CPA and member of the American Institute of CPA’s and the Virginia Society of CPA’s.

Michael Dennis, Executive Vice President

Michael is the driving force behind Whitlock’s Sales and Support teams totaling more than fifty professionals nationwide. Serving as Whitlock’s EVP in this realm since 2005, he has been integral in the development of new sales force effectiveness models and strategic partnership management as well as the overall coordination and functional management of the company’s global sales and service areas. A seasoned executive with more than two decades of industry experience in video, voice and data, Michael specializes in territory growth, client retention, relationship management, share of customer strategies and industry trends. Michael previously held executive level positions at GlobalWise Media Networks, Signal Perfection Limited (SPL) and The EIS/Intellisys Group.

Julian Phillips, Vice President

Julian joined the Whitlock executive team in 2010 to grow the company’s managed services business, scale Whitlock’s operations in the North East and manage global account programs. Julian brings twenty-five years of leadership experience from the European information technology market with a strong focus on sales, marketing and business partnerships. A British national, Phillips was previously the Managing Director of Impact in the UK, one of Europe’s top
CONFIDENTIAL

AV solutions companies. In that role, he worked directly with the Whitlock team to create the Global Presence Alliance, a leading international partnership of AV integrators and service providers. Previously, Julian held senior level positions with Trinity Mirror, Orange and Dell Computer Corp. Julian is a technology evangelist and powerful public speaker on emerging technologies business transformation strategies.

John Bailey, CTS-I, CTS-D, Vice President of Systems Integration

John Bailey has been an integral technical leader, manager and director with Whitlock since 1999. He has more than twenty years of experience in the audiovisual industry, focused on delivering value-add turnkey technology solutions, project and asset management best practices, enterprise standards and innovation for national and international accounts. In his current role, John works closely with Whitlock's other executive team members on continual improvements in engineering, technical operations, service delivery models, and assuring value to the company's clients. With extensive training from numerous manufacturers, John was also one of the first in the world to attain both the CTS-I and CTS-D certifications from InfoComm. John is well-known industry wide for his depth of expertise, and consults with numerous manufacturers on new product design and development. He is an active participant in InfoComm International, a recognized subject matter expert in Standards and Best Practices, and supports developing proactive technology performance standards for the audiovisual industry at large. John is also highly involved in Whitlock's Global Presence Alliance (GPA) as current Chair of the operations committee.

Terrell G. Cable, Director of Convergence

With twenty years of experience in AV/IT systems implementation, Terrell provides leadership in the design and engineering of systems that combine multimedia content and digital transport methods. Terrell’s diverse background in audiovisual systems, telecommunications, networks, engineering, and applications development make him uniquely qualified to develop end-to-end digital media solutions. As Whitlock’s Director of Convergence, Terrell is responsible for keeping the business and technical teams on the forefront of innovation for converging audio, video and data systems. He has been a key member of the Whitlock team since 2004 and has extensive experience international projects involving digital signage, interactive television systems, command and control, streaming media, telepresence and videoconferencing. In particular, Terrell has significant expertise working in the large venue and energy sectors.

Cheryl Cox, Director of Marketing & Communications

Cheryl Cox joined Whitlock in 2010 to head up the company’s marketing, branding and communications efforts for its 20+ offices nationwide. With more than fifteen years of experience in marketing and consulting for IT, mobile and professional services organizations, Cheryl’s primary focus is on developing and implementing strategies for brand management and messaging, public relations, business growth and partner engagement. Her team is also involved in creating new programs for customer satisfaction and employee attraction and
CONFIDENTIAL

retention, with a goal of developing long-term, productive relationships for Whitlock. Cheryl's other areas of expertise include marketing and advertising campaign development, lead generation and customer share strategies. She also works closely with the executive team in developing and targeting new market opportunities on a regional and global basis.

Steve Mitchell, Director of Enterprise Accounts

Steve has been in the audiovisual industry since 1996, with experience in branch management, enterprise account management and global technology platforms and standards. He joined Whitlock in 2002 as an account executive and now drives the company's enterprise account programs and relationships and serves as one of Whitlock's top subject matter experts for AV/IT implementations, best practices and maximizing the return on these investments. Steve works closely with other key directors in expanding and refining Whitlock's service offering to larger, global corporations with complex procurement, customization and maintenance needs. He is also involved with Whitlock's executive team on developing improvements for external and internal design packages, models and key manufacturer partnerships. Steve has extensive expertise in best practices and process models for serving the design and construction industries in both the public and private sectors. He manages Whitlock's highest profile accounts and is a primary stakeholder in client relations and response programs.

Kirk Muffley, Director of Strategic Alliances

Kirk joined Whitlock in 1997 and is now the Director of Strategic Alliances, overseeing our technology portfolio, which includes unified collaboration, streaming, videoconferencing, networked digital media, and TelePresence. This position involves management of business development initiatives, corporate certification programs, and national marketing programs in addition to providing market research and strategic guidance for Whitlock and its customers. His responsibilities also include management of the Global Presence Alliance (GPA) of which Whitlock is a founding member. International duties included GPA recruitment, membership management, and direct customer engagement to help facilitate global project success. With more than fifteen years of experience in the audiovisual and telecommunications industries, Kirk is one of Whitlock's top experts on unified communications and is highly involved in client relations as a consultant and advisor on enterprise solutions, adoption and global standards.

Dave Park, Director of Recruiting

Dave has forty-one years of experience in the audiovisual industry, four of which have been with Whitlock. While in the past Dave worked primarily in branch and general management, he came to Whitlock to develop and formalize its recruiting programs. His depth of experience and understanding of the AV technology implementation process make him one of the most effective professional recruiters in the industry. Dave's responsibilities include sourcing, recruiting, screening and managing a national database of industry candidates, ranging from technical positions to project managers to global account executives and directors. He works closely with Whitlock's leadership team to maintain a quality workforce, and ensure the company has the
right team in place to deliver on its vision of being a trusted source for innovative AV solutions. Dave has been an integral part in Whitlock’s ongoing growth and success in the marketplace.

**Phillip Reyes, National Managing Director, Government Division**

Phillip Reyes joined Whitlock in 2009 as the National Managing Director of the Government Division. He has over twenty years of experience in the audiovisual and telecommunications industries primarily working with federal, state and local government entities, including military and defense. Phillip serves as a company-wide resource for high-level, mission-critical AV projects and has extensive knowledge of the intricate procedures and protocols of serving the government sector. He also has strong relationships with Whitlock’s key clients, manufacturers and other industry consultants, and is known as an advisor and trusted source nationwide for complex implementations up to a secret level. Phillip and his team specialize in command and control centers, visualization centers, video-based training and collaborative, secure knowledge sharing. With a truly unique depth of knowledge of the diverse needs of the U.S. government and military at every level, Phillip works closely with executive management and sales leaders to guarantee a quality delivery on a national and global level to all end customers.

**Michael Weisert, Director of Web Applications**

Michael has eleven years of experience in IT, eight of which have been in the audiovisual industry. He has been with Whitlock for five years, and has played a key role in the company’s use of innovative new technologies to drive operations and sales. Michael develops the company’s public website, client portals, internal databases and intranet solutions, as well as any custom applications which support strategic initiatives. He is highly involved in operational and IT improvements that keep the Whitlock team working at optimum levels and delivering its best to end customers. Other areas of expertise include digital media networks, design and collaborative technologies. Michael also assists Whitlock with managing its direct integration and knowledge sharing with leading manufacturing partners, as well as Whitlock’s global partner network, the Global Presence Alliance.

**Rich Williams, Director of Managed Services**

Rich Williams leads the operational direction and business development for Whitlock’s Managed Services Group, which provides ongoing maintenance, on- and off-site staffing support, AVNOC surveillance and training to the company’s growing client list worldwide. With an extensive career spanning more than twenty-five years, Rich has expertise in delivering business critical solutions involving telecommunications, audiovisual, videoconferencing and broadcast/production technologies. Having joined Whitlock in 2003, he has been an integral part of the company’s growth in the Southwest, as well as its relationship building with clients and manufacturers nationwide. Rich spearheads the company’s use of innovative technologies and processes for dispatching, project tracking, client communications and expansive managed services programs. His background includes branch management, project leadership, design.
CONFIDENTIAL

engineering and support for technology-based companies and governmental entities in the U.S.
and internationally.

Seattle, Washington Executives

Whitlock employs only the most trained and experienced Account Executives in the industry. Our Account Executives are responsible for providing you with a consistent point of contact from project inception to sign-off, ensuring customer expectations are properly set, managed, and exceeded. Whitlock's Account Executive have many years of direct industry experience and extensive technology training with the top audiovisual, videoconferencing, digital signage and video streaming manufacturers in the industry, including AMX, Barco, B-Line, Christie, Cisco (Tandberg), Clarity, ClearOne, Crestron, CyViz, Extron, Jupit, LifeSize, Mitsubishi, NEC, Polycom, SMART and Sony, among others.

John Rasanen, General Manager

John Rasanen serves as General Manager for Whitlock's Seattle, WA office location. In this position, John manages all business activities for the this office, including the financial, operational and administrative functions for Whitlock's team of engineers, project managers, programmers, account executives, installation and service specialists for clients. Previously, John worked for XO Communications as the Senior Sales Manager - Business Services where he managed a team of Account Executives that were focused on selling voice, data, SIP, private line transport, Ethernet, hosting and collocation services to medium sized businesses and enterprise accounts in the Greater Seattle area. He received recognition for having the top sales team in the Western Region numerous times. During his time with Whitlock, John has helped his sales team land multiple high profile projects, such as the City of Redmond, Peninsula College, University of Oregon, Western Washington University and Sprint. John is a graduate of the University of Washington where he received a Bachelor of Arts in Political Science.

Jason Parson, Account Executive

Jason Parson joined Whitlock's Redmond, WA office as an Account Executive in February of 2010. Jason was previously a co-owner and shareholder of Invision Technologies Corporation, an e-tailer of audiovisual equipment. In 2007, he opened Poulsbo Audio Video Integration, which was the Invision Technologies local retail store that focused on the integration of audiovisual systems for commercial and retail accounts. Jason helped the company with tremendous growth and within a year and a half, the company hit the INC. 500 list. As an Account Executive with Whitlock, he has already completed projects for US Army at Fort Lewis
and has many more in progress. Jason has received training courses from many manufacturers, including Blamp, AMX, Sharp and DBX.

Seattle, Washington Technical Team

Videoconferencing Specialists

Whitlock has a dedicated group of trained and certified Videoconferencing employees who provide service and support to Whitlock's Videoconferencing projects. These individuals work with Whitlock's Sales and Engineering staffs to ensure the highest level of performance for all Videoconferencing System implementations.

Kirk Muffley, Director of Videoconferencing

Kirk joined Whitlock in 1997 in the position of Director of Conferencing Solutions. Previously, he had worked with C-Phone Corporation, where he was the top technical sales and support representative for the Southeast, Mid-Atlantic and Northeast regions of the United States. He is a graduate of the University of North Carolina at Wilmington School of Business (accredited) where he received a Bachelor of Science in Business Management. Kirk is also a certified Videoconferencing Systems Engineer, a recognized leader in the videoconferencing industry, and was a guest speaker at The Walnhouse Research Summit in 2003. He focuses his time on conferencing solutions, leading strategic national accounts and serves on the Advisory Committees of recognized videoconferencing product manufacturers TANDBERG and POLYCOM. Kirk is responsible for strategic management of all conferencing related relationships including Whitlock's streaming, collaboration, audioconferencing, videoconferencing, telepresence and related services portfolio.

Gary Bigler, Senior Conferencing Engineer

Gary Bigler joined Whitlock in 1997 in the position of Senior Conferencing Engineer. He previously worked with C-Phone Corporation as the lead installation and customer service technician. Prior to C-Phone, Gary worked with Advanced Technology Services as a Computer Engineer and worked with Racial-Datacom for nearly thirteen years, the last six years as a Senior Field Engineer. He is a graduate of the Ohio Institute of Technology and has conferencing vendor certification from Polycom, Tandberg, LifeSize, Sonic Foundry, Accordion and HalVision.
CONFIDENTIAL

Ken Oots, Business Development Manager

Ken Oots has over twelve years of experience in the technology sales industry. He recently re-joined Whitlock in January of 2009 as a Business Development Manager with focus on the conferencing division and global enterprise accounts. Ken previously worked for Whitlock as a subject matter expert where he was responsible for sales management of the entire company portfolio with emphasis on videoconferencing products. He then became a District Sales Manager at Sprint before moving to Time Warner Commercial Services where he was a Commercial Sales Manager. At Time Warner Cable, he achieved Achievers Cup recognition several years for his performance. Most recently, Ken was employed with Brightline, an international company that provides lighting solutions for television production and videoconferencing industries. His responsibilities at Brightline as Sales Manager for the Southern states included managing audiovisual integration channels for videoconferencing and production lighting. Ken graduated from the University of North Carolina – Wilmington with a Bachelor of Arts in Political Science.
CONFIDENTIAL

Company Locations

CALIFORNIA
Silicon Valley Office
7725 Autumn Lane
Loomis, CA 95650
(408) 354-5822
San Diego Office
1660 Hotel Circle North
Suite 600
San Diego, CA 92108
(619) 881-0192

COLORADO
Denver Office
6555 South Kenton Street
Suite 301
Centennial, CO 80112
(303) 471-5192

COLORADO
Tampa Office
8010 Woodland Center Blvd.
Suite 100
Tampa, FL 33614
(813) 886-5252

GEORGIA
Atlanta Office
8601 Dunwoody Place
Suite 444
Atlanta, GA 30350
(770) 993-1001

HAWAII
Honolulu Office
1607 Colburn Street
Honolulu, HI 96817
(808) 525-7007

ILLINOIS
Chicago Office
1000 E. State Parkway
Suite F
Schaumburg, IL 60173
(847) 380-1007

MARYLAND
Baltimore Office (Government Division)
9192 Red Branch Rd STE 290
Columbia, MD 21045
(410) 537-6300

Government Mailing Address
P.O. Box 38870
Baltimore, MD 21231-9998

NEW YORK
New York Office
1001 Avenue of the Americas
11th Floor
New York, NY 10018
(212) 719-7555

NORTH CAROLINA
Charlotte Office
4101 Stuart Andrew Blvd.
Suite F
Charlotte, NC 28217
(704) 494-3500
Durham Office
4020 Stirrup Creek Drive
Suite 111
Durham, NC 27703
(919) 806-1009
CONFIDENTIAL

Wilmington Office
5109 Hunters Trail
Wilmington, NC 28406
(910) 793-6002

Pennsylvania
Philadelphia Office
273 Great Valley Parkway
Malvern, PA 19355
(810) 296-0100

Texas
Austin Office
11100 Metric Blvd
Suite 200E
Austin, TX 78758
(512) 280-3710

Dallas Office
6005 Commerce Drive
Suite 320
Irving, TX 75063
(972) 465-8888

Houston Office
9101 Jameel Road
Suite 160
Houston, TX 77040
(713) 796-0700

Virginia
Corporate Headquarters
12820 West Creek Parkway
Suite M
Richmond, VA 23238
(804) 273-9160

Northern Virginia /
Washington D.C.
20099 Ashbrook Place, Suite 105
Ashburn, VA 20147
(410) 221-7915

Virginia Beach Office
230 Clearfield Avenue
Suite 103
Virginia Beach, VA 23462
(757) 771-7478

Washington
Seattle Area Office
15207 NE 95th Street
Redmond, WA 98052
(425) 861-3484

Whitlock
Share it with the world.
AGENDA DESCRIPTION:
Consideration and possible action regarding a contract with PCR Services Corporation to provide environmental review services for the Mattel Continental Grand Campus Specific Plan Project affecting property located at 333 Continental Boulevard, 455 Continental Boulevard, and 1955 East Grand Avenue. The proposed Project, if eventually approved, would allow for up to 475,000 square feet of new office, and research and development uses. (Fiscal Impact: up to $408,035 Developer Reimbursed Trust Fund)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation of up to $408,035 to provide environmental review services;
2. Authorize the City Manager to execute a Professional Service Agreement for environmental review services, in a form approved by the City Attorney, not to exceed $408,035; and/or;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. PCR Services Corporation Cost Proposal
2. PCR Services Corporation Proposal for Preparation of an Environmental Impact Report for the Mattel Continental Grand Campus Specific Plan Project.

FISCAL IMPACT: $408,035
Amount Budgeted: N/A
Additional Appropriation: $408,035
Account Number(s): 001-400-2402-6684 (Developer Reimbursed Trust Account-Mattel, Inc.)

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 the City Manager 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). Mattel, Inc. submitted an application for a proposed Mattel Continental Grand Campus Specific Plan Project that will require environmental review by a third party consultant.

PCR Services Corporation is recommended for this work. PCR is one of the qualified firms on the list of environmental consulting firms previously approved by City Council.
PCR Services Corporation has previous experience preparing environmental documents for the Mattel Campus. It is, therefore, familiar with the proposed project site and its potential environmental issues. The required environmental review is for a proposed Specific Plan for the 12.5 acre Mattel site located at 333 Continental Boulevard, 455 Continental Boulevard, and 1955 East Grand Avenue. If approved, the project would allow construction of up to 475,000 square feet of new office, and research and development uses that would expand the existing uses onsite.

The consultant was asked to prepare a budget based upon the preparation of an Environmental Impact Report (EIR) and to include optional tasks for the preparation of technical studies should the applicant need the City’s consultant to provide these services. The optional items include: 1) a preliminary geotechnical assessment, 2) Phase I site assessment, 3) water supply assessment, 4) sewer capacity study, and 5) hydrology study. Planning Staff recommends that the City enter into an agreement in the amount of $408,035 which includes the cost of the EIR ($314,205), and the cost of the additional optional tasks ($93,830). If Council approves the contract award to PCR Services Corporation, a reimbursement agreement between the applicant and the City must be executed.

**Recommendation**

The Planning and Building Safety Department requests that the City Council: 1) approve a budget appropriation of $408,035 from a developer funded trust account for environmental consulting services; and 2) authorize the City Manager to execute a Professional Services Agreement with PCR Services Corporation in a form approved by the City Attorney, for a total not to exceed $408,035.
<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collect Data /Prepare Project Description</td>
<td>$15,800</td>
</tr>
<tr>
<td>2</td>
<td>Prepare/Distribute Initial Study Package</td>
<td>$13,900</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$29,700</td>
</tr>
<tr>
<td>3</td>
<td>Prepare Draft EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Quality Analysis</td>
<td>$10,800</td>
</tr>
<tr>
<td></td>
<td>Archaeology/Paleontology</td>
<td>$5,030</td>
</tr>
<tr>
<td></td>
<td>Greenhouse Gas Analysis</td>
<td>$7,000</td>
</tr>
<tr>
<td></td>
<td>Noise Analysis</td>
<td>$11,500</td>
</tr>
<tr>
<td></td>
<td>Aesthetics, Cultural Resources, Hazards, Hydrology, Land Use, Services/Utilities, Traffic, Alternatives, Other</td>
<td>$81,945</td>
</tr>
<tr>
<td></td>
<td>City Comments</td>
<td>$12,430</td>
</tr>
<tr>
<td></td>
<td>Noticing and Distribution</td>
<td>$4,985</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$133,690</td>
</tr>
<tr>
<td>4</td>
<td>Final EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st Draft – Final EIR</td>
<td>$12,300 a</td>
</tr>
<tr>
<td></td>
<td>City Comments</td>
<td>$8,500   a</td>
</tr>
<tr>
<td></td>
<td>Mitigation Monitoring Program</td>
<td>$2,900</td>
</tr>
<tr>
<td></td>
<td>Noticing and Distribution</td>
<td>$3,800</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$38,120  a</td>
</tr>
<tr>
<td>5</td>
<td>Meetings and Management Coordination – EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal PCR Labor</strong></td>
<td>$229,010 b</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL PCR COSTS</strong></td>
<td>$238,745 b</td>
</tr>
<tr>
<td>6</td>
<td>Subconsultant Technical Studies (include 10% PCR Administrative Cost)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.a Traffic Impact Study</td>
<td>$75,460</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL EIR FEE WITHOUT OPTIONAL TASKS</strong></td>
<td>$314,205</td>
</tr>
<tr>
<td></td>
<td><strong>Optional Tasks</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kimley-Horn Associates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.b Water Supply Assessment</td>
<td>$16,500</td>
</tr>
<tr>
<td></td>
<td>6.c Sewer Capacity Study</td>
<td>$12,300</td>
</tr>
<tr>
<td></td>
<td>6.d Hydrology Study</td>
<td>$14,100</td>
</tr>
<tr>
<td></td>
<td>6.e Preliminary Water Quality Management Plan</td>
<td>$11,700</td>
</tr>
<tr>
<td></td>
<td>6.f Meetings and Coordination</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>6.g Expenses (sewer flow monitoring, fire flow tests, office expenses)</td>
<td>$20,000</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal Kimley-Horn Associates (includes 10% subconsultant mark-up)</strong></td>
<td>$83,380</td>
</tr>
<tr>
<td></td>
<td>Golder Associates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.h Preliminary Geotechnical Assessment</td>
<td>$3,500</td>
</tr>
<tr>
<td></td>
<td>6.i Phase I Environmental Site Assessment</td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal Golder Associates (includes 10% subconsultant mark-up)</strong></td>
<td>$10,450</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FEE WITH OPTIONAL TASKS</strong></td>
<td>$408,035</td>
</tr>
</tbody>
</table>

a Dollar values are allowances; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.

b Dollar value is an estimate and will generally be determined by the number of copies of the Initial Study and EIR and Technical Analyses that will be required, and the size of the documents.
June 26, 2014

Ms. Kimberly Christensen, AICP, Planning Manager
CITY OF EL SEGUNDO
PLANNING & BUILDING SAFETY DEPARTMENT
350 Main Street
El Segundo, CA 90245

Re: PROPOSAL TO PREPARE AN EIR FOR THE MATTEL CONTINENTAL GRAND CAMPUS SPECIFIC PLAN

Dear Ms. Christensen:

PCR Services Corporation ("PCR") appreciates the opportunity to submit this letter proposal to assist the City of El Segundo ("City") with environmental consulting services for the Mattel Continental Grand Campus Specific Plan project ("proposed project"). PCR has enlisted the services of Kimley-Horn and Associates, Inc. ("KHA") to prepare a Traffic Impact Study, and to provide civil engineering support including a Hydrology Report, Water Quality Analysis, Water Supply Assessment ("WSA"), and Sewer Area Study. We have also enlisted the services of Golder Associates to prepare a Phase 1 Environmental Site Assessment ("Phase 1 ESA"), and a Preliminary Geotechnical Assessment. This proposal is based on our recent discussions, a review of interdepartmental correspondence, an applicant prepared project description, and project plans received from the City via e-mail between April 14th and 21st, 2014. This proposal also reflects information in PCR's files regarding previous environmental work conducted by PCR on the subject property. Included in this proposal is a brief overview of PCR, a summary of the proposed project as we understand it, a scope of work to complete the environmental review process as set forth by the California Environmental Quality Act ("CEQA") through an Environmental Impact Report ("EIR"), a general schedule for completion of our services, and estimated fees and direct costs. The following are included as attachments to our proposal: a) PCR and Subconsultant Billing Rates; b) Detailed Cost Spreadsheet; c) PCR Resumes.

PCR OVERVIEW

PCR is a multi-disciplinary firm serving public and private clients for 40 years. Established in 1974, PCR is known for meticulously crafted and legally defensible CEQA and National Environmental Policy Act ("NEPA") documents; including expert command of technical issues in biology, air quality, greenhouse gas/climate change analysis, acoustics, historic resources, archaeology, and paleontology. PCR has approximately 50 professional, support, and administrative staff members in its Santa Monica, Pasadena, and Irvine locations. Our in-house staff effectively collaborates to develop practical approaches for CEQA/NEPA compliance and issue resolution. Our in-house support capabilities include full Geographic Information Systems (GIS), Computer-Aided Drafting & Design ("CADD") graphics, word processing, photographic imaging/scanning, and production services. This comprehensive in-house team provides for timely feedback between team...
members, consistent resources to meet deadlines, knowledgeable management of work tasks and cost savings to our clients.

PCR has previous experience in the City of El Segundo, including preparation of CEQA documentation for Mattel's The Grand Way Project, Phase II of The Grand Way Project & 1955 East Grand Avenue Project, the Candle Corporation Headquarters Campus Plan, Grand Avenue Corporate Center Project, and the Grand Plaza Corporate Complex, among others. In addition to previous work on the Mattel Campus site and in the City of El Segundo, PCR has other corporate campus CEQA experience, including preparation of EIRs for Disney's Grand Central Creative Campus, and the SKG/Dreamworks Animation Campus in the City of Glendale, the Symantec Office Development in Culver City, and the Fox Studio Expansion in the City of Los Angeles, to name a few.

PROJECT UNDERSTANDING

The proposed project, is located in the City of El Segundo, on an approximately 12.5-acre site consisting of three parcels located at 333 Continental Boulevard ("the 333 Continental Parcel"), 455 Continental Boulevard ("the 455 Continental Parcel"), and 1955 East Grand Avenue ("the 1955 Grand Parcel"), collectively referred to as the project site ("project site"). The project site has a general plan designation of Corporate Office and is zoned Corporate Office ("CO").

The project site is located in the northeast quadrant of the City in an area characterized by "super block" development with a mix of office, research and development, retail and hotel uses, as well as the Los Angeles Air Force Base. Land uses surrounding the project site include the Double Tree Hotel, Grand Avenue, and office uses to the south, and office uses to the north, east and west.

The approximately 4 acre, 333 Continental Parcel, is currently occupied by a 14-story, 316,000 square-foot ("sf") building housing the Mattel, Inc. corporate headquarters offices, and 34,000 sf of commercial uses, including a cafeteria and child care center for Mattel employees, and a retail outlet store open to the public. The 333 Continental Parcel also includes an eight-level parking structure with 1,193 parking spaces that includes a 11,300 sf fitness center for employees at the ground level. The proposed project does not include new development on the 333 Continental Parcel, the existing Mattel corporate headquarters and associated uses would be retained under the proposed project.

The approximately 3.5 acre, 455 Continental Parcel, is improved with interim temporary uses that include recreational facilities for Mattel employees, a landscaped area featuring a Mattel logo, and surface parking spaces. Under the proposed project these improvements would be demolished, allowing for development of a 300,000 sf, 14-story office building that would mirror the design of the existing corporate headquarters building on the 333 Continental Parcel. Development would also include construction of an eight-level parking structure with a minimum of 780 parking spaces.
The 1955 Grand Parcel, is approximately 5 acres, and is currently occupied by a two-story, 55,355 square-foot office building used by Mattel as a conference center, as well as a surface parking lot with 373 parking spaces. Under the proposed project, and subsequent to development of the 455 Continental Parcel, existing improvements on the 1955 Grand Parcel would be demolished, and up to 174,240 sf of new office floor area and up to 465 surface parking spaces would be developed. Approximately 60,000 to 70,000 sf of the new floor area would be used for conference center purposes.

The current FAR for the 333 Continental Parcel is 2.05, following development of the proposed project, the FAR for the project site as a whole would be 1.53. The proposed project would be completed in two separate phases. Construction of the 455 Continental Parcel would be the first phase, and would be completed in approximately 15.5 to 19.5 months. Construction of the 1955 Grand Parcel would take approximately 13 to 18 months. Although an estimated start date has not been determined, full build out of the project site is expected by 2026.

Mattel currently employs approximately 1,190 employees at the project site with work hours generally running from 8:00 a.m. to 5:00 p.m. Following development associated with the proposed project, approximately 1,000 employees are expected to work at the 455 Continental Parcel, with the same general work hours as current Mattel employees on the project site. Once redeveloped the 1955 Grand Parcel would include from 400 to 430 new employees. The total number of employees at full buildout would be between 2,590 and 3,020 employees.

Requested entitlements include approval of a General Plan Amendment, a Zone Change, a Zone Text Amendment, a Specific Plan, and a Development Agreement.

**SCOPE OF WORK**

The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collect Data/Prepare Project Description</td>
</tr>
<tr>
<td>2</td>
<td>Prepare Initial Study Package</td>
</tr>
<tr>
<td>3</td>
<td>Prepare Draft EIR</td>
</tr>
<tr>
<td>4</td>
<td>Prepare Final EIR</td>
</tr>
<tr>
<td>5</td>
<td>Meetings and Management Coordination</td>
</tr>
</tbody>
</table>

**Task 1: Collect Data/Prepare Project Description**

As part of this first task, PCR will attend a kick-off meeting with the City to discuss the status of the project, available information, overall priorities for the CEQA process, communication protocols, next steps, and the project schedule. Following the meeting and a thorough review of the
most recent project plans and related information, PCR will prepare a data needs memorandum listing additional information and assumptions that may be required to support completion of the EIR process.

Upon receipt of necessary project information identified in our data needs list, PCR will prepare a draft Project Description for project team review. PCR assumes the bulk of responses to our data needs request will be provided within two weeks in a consolidated format. If a prolonged iterative data collection effort is required it could affect schedule and the level of effort to complete the EIR. As discussed below, this Project Description will be included in an Initial Study package and will be used as the basis for preparing the Explanation of Checklist Determinations within the Initial Study package. Upon receipt of City comments, PCR will make necessary changes to the Project Description. PCR assumes that two iterations of the Project Description will be required.

**Products**

- Data Needs Memorandum
- First Draft of Project Description
- Final Project Description to Support Initial Study & EIR analyses

**Task 2: Prepare Initial Study Package**

Upon finalization of the Project Description, PCR will prepare the Initial Study package. The Initial Study package will consist of the City’s Initial Study Checklist accompanied by specific explanations of the checklist determinations and the project description described above. The Initial Study Checklist and Explanation of Checklist Determinations will identify issues to be analyzed in the EIR and, importantly, substantiate with data or logic based analysis why other issues will not require further study. For each environmental issue addressed in the Initial Study, it will be determined whether the project would result in no impact, a less than significant impact, a less than significant impact with mitigation or a potentially significant impact. Issues for which a potentially significant impact is identified will be addressed in detail in the EIR.

Based on our review of the project and our familiarity with the project site, the following issues have the potential for significant project impacts or are otherwise proposed for evaluation in the EIR: aesthetics (including visual character, views, and shade/shadow), air quality (construction and operation), cultural resources (archaeology, paleontology), greenhouse gas emissions, hazards/hazardous materials, hydrology and water quality, land use, noise, traffic, public services (police, fire), and utilities (water, wastewater). If it becomes apparent based on review of technical reports prepared by others and/or discussions with City staff that any of the above listed issues can be excluded from the EIR or if additional issues need to be addressed in the EIR, PCR will notify the project team and adjust the scope of work and budget accordingly.

PCR does not anticipate the need for extensive analysis of other environmental issues not listed above beyond the extent necessary to satisfy the basic requirements of CEQA based on the
project’s consistency with relevant local plans, regulations, ordinances, criteria, and/or guidelines. Impacts related to agriculture and forestry resources, biological resources, geology, and mineral resources are anticipated to have no impacts or less than significant impacts. However, a geotechnical report is recommended to support a finding in the Initial Study that impacts would be less than significant.

Once drafted, PCR will submit the Initial Study package to the City for review. Based on the broad scope of issues to be further analyzed in the EIR, PCR assumes that two (2) rounds of City comments will be required to finalize the Initial Study. If such revisions include modifications to the list of environmental issues to be discussed in the Draft EIR, the scope of work and budget set forth in this proposal may be affected.

As part of this task, PCR will also prepare a Notice of Preparation (NOP) of a Draft EIR for review by the City. In addition, PCR assumes that a public scoping meeting will be held and thus, a Notice of Public Scoping Meeting will be incorporated into the NOP. In accordance with CEQA requirements, the NOP/Notice of Public Scoping Meeting will include a brief description of the project, a list of the probable environmental effects of the project, a conceptual site plan, and the date, time and location of the public scoping meeting. PCR will need assistance from the City in coordinating the scoping meeting location and associated mailing list. Once the NOP/Notice of Public Scoping meeting is signed by City staff, PCR will distribute, as determined appropriate through consultation with the City, the NOP/Notice of Public Scoping meeting via certified mail to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by City staff for public review.

**Products**

- 1st and 2nd Draft Initial Study Package to City (3 hard copies and 1 electronic copy)
- Proof-Check Draft for City Review (1 hard copy, 1 electronic copy)
- Final Initial Study for Public Review (35 hardcopies, 1 electronic copy, and 35 CDs)
- Notice of Preparation/Notice of Public Scoping Meeting
- Preparation and Attendance at Public Scoping Meeting

**Task 3: Prepare Draft EIR**

PCR will prepare a Draft EIR that will analyze the project’s potential environmental impacts. PCR will design a Draft EIR that will reflect the scope of issues determined by the Initial Study, additional relevant issues raised within NOP comments, and consensus reached with the City for approaching key environmental issue areas. The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, and impact analyses for each environmental issue to be addressed that will include mitigation measures and an analysis of cumulative effects. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects,
significant and unavoidable environmental effects, references, and organizations and persons consulted. PCR assumes that up to three (3) alternatives, including one No Project Alternative as required under CEQA, will be addressed in the Draft EIR. PCR will work with the City to create a comprehensive set of project objectives within the Project Description and to identify alternatives to the project.

The scope of the environmental impact analyses in the Draft EIR will be determined by the Initial Study and may be modified to include additional topics based on comments received during the NOP comment period. Based on PCR’s understanding of the project, our long-standing history of experience in performing environmental review in the City in general, we anticipate that the Draft EIR will analyze the environmental issues listed below.

- Aesthetics (Visual Character and Views, Shade/Shadow)
- Air Quality
- Cultural Resources (Archaeology, Paleontology)
- Greenhouse Gas Emissions/Global Climate Change
- Hazards & Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services (Police, Fire)
- Transportation/Traffic/Parking
- Utilities (Wastewater and Water)

The approach and scope for each of these environmental issues is presented below.

Aesthetics/Views

The analysis of aesthetics will include an evaluation of potential impacts associated with aesthetic resources, views, and shading and light and glare. The aesthetics analysis will be illustrated through the use of photographs and graphic illustrations provided by the applicant or project architect. The analysis of impacts on aesthetic resources will incorporate the following: a description of the existing visual quality of the site and surrounding areas; a description of any valued focal or panoramic views of aesthetic resources; a description of relevant regulations, policies and guidelines governing aesthetic resources; and an evaluation of impacts with an emphasis on the potential for the project to introduce features that would detract from the aesthetic quality of the area or conflict with applicable design guidelines.
The analysis of views will focus on views of aesthetic resources that may be obstructed. The analysis will address views from public and private locations separately, since based on public policy and case law private views are provided little regulatory protection. In the event photo simulations are warranted to support the analysis, it is assumed that they will be provided by the architect or through the services of a consultant under a separate scope.

An assessment of potential shading impacts attributable to the project will also be provided. In order to complete the shading analysis PCR will identify nearby shadow sensitive uses; describe existing buildings and their shadow effects in the site vicinity; and model the proposed development’s shadow patterns during the Summer Solstice, Winter Solstice and Spring/Fall Equinox. PCR will prepare graphics that depict shadow patterns on a scaled base map with area streets, proposed and existing building footprints, and shadow sensitive uses clearly identified. PCR will coordinate with the project architect to confirm assumptions and ensure accuracy regarding the proposed building envelope and building placement. Potential impacts resulting from light and/or glare generated by the project will also be evaluated.

Air Quality

PCR has worked closely with South Coast Air Quality Management District (SCAQMD) staff members to develop an understanding and define expectations for the quantification and assessment of air pollutant emissions from projects similar to the proposed office development. Building on our knowledge and experience, PCR has developed a refined approach to performing air quality analyses, pursuant to the standards and guidelines set forth by the California Air Resources Board (CARB) and the SCAQMD.

Pursuant to guidance provided by the SCAQMD’s CEQA Air Quality Handbook, PCR will describe the existing air quality conditions, regulatory setting, and thresholds of significance. PCR will calculate regional construction- and operational-period emissions using SCAQMD’s recommended CalEEMod model supplemented by SCAQMD-developed construction scenarios.

The construction analysis will include combustion emissions related to equipment operation; fugitive dust emissions related to demolition, site preparation and earthmoving activities; mobile source emissions related to construction worker and haul truck trips; and volatile organic compound emissions related to architectural coating application and asphalt pavement. PCR recommends that localized construction impacts be assessed using the SCAQMD LST screening tables. PCR will assess potential off-site impacts from the creation and emission of toxic air contaminants (TACs) and odors during construction qualitatively.

The operational analysis will include mobile source emissions related to project-generated vehicle trips, stationary source emissions related to energy demand (i.e., electricity generation, natural gas consumption), and fugitive source emissions (such as from landscaping activities and the routine use of consumer products). PCR will address localized impacts attributable to project carbon
monoxide (CO), coarse and fine particulate matter (PM10 and PM2.5, respectively), and oxides of nitrogen (NOx) using the SCAQMD Localized Significance Thresholds (LST) Guidelines. PCR will perform a semi-quantitative localized carbon monoxide (CO) hotspots analysis for those intersections in the project vicinity that experience the greatest traffic impacts. With respect to operations, the project is not expected to emit substantial toxic air contaminants (TACs) or be a source of substantial odors. Accordingly, a qualitative health risk assessment will be completed based on land use compatibility guidance from the California Environmental Protection Agency (CalEPA), CARB, and the SCAQMD and odors will also be addressed qualitatively. Mitigation measures will be provided, if needed, to address any significant air quality impacts identified in preparation of the EIR.

PCR will evaluate the project’s consistency with the SCAQMD’s most recent Air Quality Management Plan (AQMP), including the AQMP’s strategies to achieve and maintain ambient air quality standards. PCR will rely on the city or project applicant’s identification of related projects within the project vicinity and address the CEQA consideration that the project may have impacts that, although not individually significant, would be cumulatively considerable.

Cultural Resources (Historic, Archaeology and Paleontology)

Archaeology/Paleontology – PCR will conduct an analysis to determine potential impacts to archaeological and paleontological resources. The analysis will identify known resources within the general vicinity of the project based on archaeological and paleontological records searches to be obtained by PCR. PCR will also consult with local Native American tribes early in the process to assist in the identification process. PCR’s evaluation of the project’s potential impacts on archeological and paleontological resources in the EIR will provide the following:

- Regulatory Setting. Summarize applicable local, regional, state and federal policies, regulations and guidelines.
- Prehistoric Context Statement. Provide a prehistoric context statement that will characterize the nature and behavior of past Native American activities through time that took place within the general vicinity of the project site. This statement will assist with the future evaluation of resources that could be impacted by the project.
- Archaeology and Paleontology Record Searches/Results. Conduct archaeological resources records searches through the California Historical Resources Information System South Central Coastal Information Center (CHRIS-SCCIC) at California State University, Fullerton that will included review of cultural resource studies and recorded archaeological resources inside and within a one-half mile radius of the project site. PCR will also solicit a paleontological resources records search from the Natural History Museum of Los Angeles County that will include review of all known fossil localities on and in the general vicinity of the project site. Results of both records searches will indicate whether or not there are previously recorded
archaeological or paleontological resources within the project site and vicinity, and will also provide a basis for assessing the sensitivity of the project site for undiscovered buried resources.

- Native American Consultation. PCR will conduct Native American consultation in accordance with California Senate Bill 18, which requires government-to-government consultation (i.e., between the lead regulating agency and tribal councils) regarding traditional tribal cultural places when a project includes a General Plan amendment. PCR will commission a Sacred Lands File records search through the Native American Heritage Commission (NAHC) and conduct follow up consultation with Native American groups identified by the NAHC as having affiliation with the project vicinity, as recommended by the NAHC. Follow-up consultation will take place early in the process in the form of a letter sent via certified mail that will indicate the project site, briefly describe the nature of the proposed project, and request information recipients may have regarding additional prehistoric or Native American resources that may be impacted by the proposed project. PCR will follow up on the letters as necessary and will conduct telephone consultation with interested Native American contacts and additional appropriate Native American informants identified through the initial consultation process. Results of the search and follow-up consultation will provide information as to the nature and location of additional prehistoric or Native American resources whose records are not available at the CHRIS-SCCIC.

- Impact Analysis. Provide a sensitivity assessment that will determine the potential to encounter buried resources within areas of the site and analyze the nature of project construction activities and their potential to encounter known or undiscovered archaeological or paleontological resources.

- Mitigation Measures. Define mitigation measures if warranted to address impacts to archaeological and paleontological resources.

Global Climate Change/Greenhouse Gases

To aid in implementing the Global Warming Solutions Act of 2006, also known as AB 32, OPR published CEQA Guidelines which took effect in 2010, addressing the evaluation of GHG emissions under CEQA. In accordance with this guidance, PCR is therefore proposing to analyze greenhouse gas (GHG) emissions quantitatively and consistency with applicable plans and policies qualitatively.

PCR will prepare a discussion of the pertinent GHG statutes and regulations at the local, regional, state and federal levels. PCR will describe existing conditions, ambient GHG levels and GHG emissions, at the state, federal, and global level, as available and appropriate. At this time neither the SCAQMD nor the City has promulgated numeric project-level CEQA significance thresholds for GHG emissions applicable to the proposed project. PCR will perform the GHG
analysis by demonstrating that the project is consistent with GHG reducing goals established under AB32. Thresholds of significance will be defined for CEQA consideration, based on City, OPR, CAPCOA, SCAQMD and/or SCAG guidelines. Annual construction and operation GHG emissions inventories will be prepared using the CalEEMod model. The benefit of mandatory emission reduction measures, in accordance with recently mandated CalGREEN building codes, inherent “smart growth” elements, and voluntary strategies will be calculated using guidance from the California Air Pollution Control Officer’s Association (CAPCOA). The City of El Segundo has not yet developed a formal GHG reduction plan. However, PCR will evaluate the project’s consistency with applicable State, local, and regional GHG-reduction goals, plans and regulations. Mitigation measures will be provided, if needed, to address any significant air quality impacts identified in preparation of the EIR.

**Hazards/Hazardous Materials**

The EIR analysis of Hazards/Hazardous Materials will be based on a Phase I ESA prepared by Golder Associates, as described under Task 6 below, as well as other available studies and information. The analysis of hazards and hazardous materials will address the content parameters set forth in Appendix G of the CEQA Guidelines. This section of the Draft EIR is expected to demonstrate that with compliance with regulatory requirements and any mitigation measures recommended based on the findings of the Phase I ESA, construction and operation of the project will not result in significant impacts related to hazards or hazardous materials.

**Hydrology and Water Quality**

The analysis of hydrology and water quality will address potential groundwater and runoff/erosion effects during construction and drainage flows during operations. The analysis will be based on a Hydrology Report and Water Quality Analysis prepared by KHA, as described under Task 6 below. The analysis of hydrology and water quality in the EIR will identify changes in the amount of off-site water flows due to project construction, City regulations regarding protection from flooding and adverse effects on water quality and the application of Best Management Practices (BMTs), pursuant to City policy. This section of the Draft EIR will identify regulatory requirements and mitigation measures recommended by KHA if warranted to reduce or avoid significant impacts. The analysis of hydrology and water quality will address the content parameters set forth in Appendix G of the CEQA Guidelines.

**Land Use and Planning**

The analysis of land use impacts will evaluate the project’s consistency with the City General Plan Land Use Element and zoning in light of entitlement requests, and will also evaluate project compliance with other applicable state, regional, and local policies, plans, and programs, such as the Southern California Association of Governments’ (SCAG) Regional Transportation Plan. The emphasis of the analysis will be to identify any conflicts with plans and policies, and to assess whether such conflicts would be tied to the potential for physical impacts on the environment.
Noise

As the proposed project has the potential to increase ambient noise levels on a temporary (e.g., during construction) and/or long-term (e.g., operations) basis, the issue of noise will be addressed in the Draft EIR. PCR staff will prepare an evaluation of potential noise impacts associated with construction activities, surface transportation, and other aspects of project operations that are noise intensive and that have the potential to impact neighboring noise-sensitive land uses. Potential impacts on the project from sources of noise in the existing sound environment will also be evaluated to confirm the adequacy of building sound isolation to support attainment of applicable interior noise standards for residential uses and the potential for adverse noise effects.

PCR will identify and describe relevant local plans, regulations, ordinances, and guidelines related to community noise; identify and map noise-sensitive land uses in the vicinity that may be affected by the proposed project; and conduct ambient noise measurements at up to two locations over 24-hours (one week day), and at up to three locations for short-term monitoring during peak traffic hours to establish ambient noise levels in proximity to noise-sensitive land uses.

To predict construction-period noise impacts, PCR will utilize published construction equipment noise level data to characterize the noise source, and apply industry standard distance attenuation and barrier (natural topography) insertion loss formulas to estimate noise levels at sensitive receptor locations. Construction-period noise will then be compared to the ambient noise levels and identified thresholds of significance to determine noise impacts at each receptor location. PCR will evaluate construction vibration, including evaluation of effects from pile driving (if utilized) on sensitive receptors (i.e., the adjacent hotel).

PCR will evaluate operational noise and vibration from project-related vehicular traffic at nearby existing roadway segments and on-site stationary noise sources by establishing the incremental change from existing ambient noise levels to project operational noise levels relative to identified thresholds of significance. Traffic noise impacts will be evaluated using a roadway noise computer prediction model based on the Federal Highway Administration (FHWA) traffic noise prediction model (FHWARD-77-108) methodologies and criteria. This analysis will be conducted for up to four scenarios (e.g., Existing, Existing with Project, Future No-Project, and Future with Project). To calibrate the sound prediction model to more accurately reflect local conditions, the two short-term (15-minute) noise measurements with simultaneous traffic counts along the analyzed roadway segments will be used.

To evaluate potential noise impacts from the existing sound environment (i.e., traffic on roadways) PCR will rely on the City/State Building Code. Mitigation measures in the form of building sound isolation performances can be identified on an as-needed basis.

PCR will recommend mitigation measures to the extent feasible if significant impacts are identified. Mitigation measures may include performance standards, recommendations for
refinements to project design, or, restrictions in the hours and types of project activities. Mitigation design is not included in this scope of work.

Public Services

The analysis of public services will consider potential project impacts on the delivery of police and fire protection services. PCR will work with planning staff to get the input needed from the City departments to support preparation of the police and fire analyses.

PCR’s evaluation of the potential project impacts on fire protection services will address location, response times, staffing, and equipment levels for the fire stations that serve the project site; identify existing constraints to service and relevant plans or proposals for new fire stations or increases in staffing and equipment, and; evaluate the project’s conformance with regulations and standards (e.g., fire hydrant flow, and emergency response times). Additionally, in consultation with the City of El Segundo Fire Department, the analysis will assess the increase in demand for fire protection and the Department’s ability to serve the project and maintain adequate levels of service.

PCR’s evaluation of potential project impacts on police services will address the location, facilities, staffing, equipment levels and response times for the project site. Any existing constraints to police services in the project area will be identified, based on a consultation with the El Segundo Police Department. The analysis will assess the increase in demand for police services and the Department’s ability to serve the project area and maintain adequate levels of service.

Transportation/Traffic & Parking

PCR will prepare the transportation, traffic and parking section of the EIR based on a comprehensive Traffic Impact Study prepared by KHA, as described below under Task 6. This section of the EIR will summarize the findings of the traffic study, including the evaluation of intersection and roadway impacts; the amount and adequacy of available parking; and site access and related circulation issues (e.g., safety issues and hazards related to proposed circulation improvements including vehicular and pedestrian access, and parking).

Utilities (Water Supply and Wastewater)

The analysis of utilities will address potential impacts associated with wastewater conveyance and treatment. Project implementation would increase wastewater generation and could result in the demand for sanitary sewer improvements in the project area. Accordingly, the analysis of wastewater conveyance will be based on a Sewer Area Study prepared by KHA. The EIR section will characterize existing and proposed wastewater collection, conveyance and treatment systems for the project site and area, and estimate future project-related wastewater generation. The EIR section will also indicate any necessary improvements or mitigation measures to reduce impacts.

Based on PCR’s understanding of the project, the proposed land uses would exceed 250,000 sf of commercial use and 1,000 employees, and would therefore meet the thresholds requiring
preparation of a WSA pursuant to Senate Bill 610 (effective January 1, 2002 and codified in California Water Code Section 10910 et seq.). PCR will prepare an analysis of water supply to document the adequacy of water conveyance systems in the area based on information available from the City and will rely on a WSA prepared by KHA to demonstrate that adequate water supplies will be available to serve the proposed project.

Screencheck Draft EIR Revision and Preparation of the Public Draft

PCR will submit the 1st Draft EIR to the City for review. We anticipate that two (2) round(s) of City comments will need to be incorporated before the Public Review Draft EIR copy is finalized. As the precise amount of time and associated fees required for review and incorporation of City comments cannot be specifically predicted since such staff time and fees will be dependent upon the extent of comments, PCR has proposed an “allowance” for completion of these tasks. Thus, if the fee is less than the fee cited in the fee table below, the balance will not be billed. In addition, if fees are more than required, PCR will seek written authorization prior to proceeding.

PCR will prepare a Notice of Completion and a Notice of Availability, if requested by the City. PCR will assist in the distribution of the Draft EIR to a list of agencies and organizations agreed to by the City. That list will include the State Clearinghouse, the County Clerk, Responsible Agencies, local libraries, agencies and individuals who commented on the NOP or attended the public scoping meeting, and other interested parties identified in coordination with the City. PCR will also prepare files for posting the Draft EIR on the City’s website and produce CDs of the Draft EIR for City distribution.

Products

- 1st Administrative Draft EIR City Review (5 hard copies and 1 electronic copy)
- 2nd Administrative Draft EIR (Proof-Check) for City Review (2 hard copies, 1 electronic copy)
- Public Review Draft EIR (25 hard copies with appendices on CD, 35 CDs (15 for State Clearinghouse), and 1 electronic copy)
- Notice of Completion and Availability

Task 4: Prepare Final EIR

At the close of the public review period for the Draft EIR, PCR will coordinate with the City to obtain all public comments. PCR will review the comments and meet with the City to discuss issues raised and establish an approach for responding to comments. After consultation with the City regarding the issues raised, PCR will prepare a Draft-Final EIR. The Final EIR will include: a summary of the project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted
regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring and Reporting Program (MMRP).

In addition, it is possible that PCR will need assistance from the City or the applicant with regard to comments that are more political in nature or that are specific to the design of the project. As discussed in more detail below, PCR can only speculate as to the nature and extent of public comment regarding the Draft EIR. We have assumed that a light level of public comments will be submitted to the City requiring responses. As discussed in the Proposed Fees section below, PCR has assigned allowances for responding to these comments.

PCR anticipates that the City will review the Screencheck Final EIR twice before approving its contents. Once the City approves the Final EIR, PCR will assist the City with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR and to local libraries. The Final EIR will be distributed to agencies who commented on the Draft EIR at least 10 days prior to the hearing date for certification of the EIR. PCR will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, PCR will prepare electronic files for posting of the document to the City’s website and will prepare CDs of the Final EIR for distribution by the City. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence.

Upon project approval, PCR will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final EIR.

Products

- 1st Administrative Final EIR for City Review (5 hardcopies, 1 electronic copy)
- 2nd Administrative (Proof-Check) – Final EIR for City Review (5 hardcopies, 1 electronic copy)
- Final EIR for Public Distribution (15 hard copies, 20 CDs, and 1 electronic copy)
- Notice of Completion
- Notice of Determination (1 hard copy and 1 electronic copy)

Task 5: Management and Meetings

The precise number of meetings required to complete the environmental review process for the project cannot be determined at this time. The costs for this task are based on an estimate of: one (1) kick-off meeting, one (1) public scoping meeting, three (3) coordination meetings/conference calls, one (1) public meeting on the Draft EIR, and two (2) public hearings on the Final EIR. PCR cannot predict the number of meetings, technical staff who may need to participate, or the duration or preparation involved for meetings. Accordingly, as discussed in the Proposed Fees section below, this task and the hours assumed are considered an allowance. Public meeting and hearing attendance
will at a minimum include PCR’s EPD Division Direction, PCR’s Project Manager, and KHA’s Project Manager. Throughout the course of the project, regular as-needed coordination will occur with the City and/or project team to facilitate preparation of the EIR. The PCR Project Manager will ensure that the City is apprised of current efforts and any notable issues, and is consistently current on CEQA document status and schedule.

**Task 6: Subconsultant Technical Studies**

With the exception of the Traffic Impact Study, the subconsultant technical studies described below can be considered optional tasks, assuming the studies or sufficient equivalent information adequate to support the EIR analyses can be provided under separate contract or by the City or applicant.

**Kimley-Horn Associates**

**Traffic Impact Study**

KHA will prepare a Traffic Impact Study to address the traffic-related impacts of the proposed project. Our understanding is that the project is anticipated to be constructed over a number of years, with completion envisioned for 2026. For purposes of this scope of work, it is assumed that two phases of project development will be studied, in order to identify recommended timing of mitigation improvements. The timing of the phasing, and the level of development to be assumed in each phase will be coordinated with the City and the applicant. The fee estimate for the traffic study includes an optional fee for analysis of additional development phases.

The Traffic Impact Study will address the following conditions:

- Existing Conditions
  - Without Project
  - With Project
- Phase 1 Opening Year
  - Without Project
  - With Project
- Phase 2 Opening Year
  - Without Project
  - With Project

The Traffic Impact Study will evaluate the traffic-related impacts of the proposed project (both phases) during the morning and evening peak hours on a typical weekday at up to 20 study intersections in the project vicinity. KHA will coordinate with City staff to identify the study
intersections. The evaluation will take into consideration project features and aspects of the surrounding circulation environment that will affect project trip generation and traffic patterns. These features include:

- Internal trip capture potential between the office uses (both the existing development and the future office) and the on-site and nearby support facilities;
- Pass-by trip reduction potential related to the retail development; and,
- Trip reduction potential due to mode choice options, including ride share programs, MetroLink, transit, shuttle, bicycling, and walking;

The study will also provide an evaluation of the on-site circulation and project access for the site and the new development; pedestrian mobility to and throughout the site; and compliance with the City’s parking requirements. The study will meet the requirements of the City of El Segundo, and will comply with Los Angeles County Congestion Management Plan (CMP) and Caltrans requirements. The following tasks are based on KHA’s understanding of the project and the study requirements of the City of El Segundo.

**Project Initiation**

- Obtain a complete project description and a to-scale copy of the project site plan, including:
  - number and type of site facilities (i.e., square feet of office, 15 retail, etc.);
  - building and hardscape footprints;
  - site layout showing all project driveways and parking areas;
  - parking supply for each component of the development;
  - on-site vehicle flow lines;
  - project phasing and timing; and
  - any other project features that will affect the flow of traffic into and out of the site, and the project’s traffic impacts on off-site circulation facilities.

**Traffic Impact Analysis Tasks**

- Collect current weekday morning and evening peak hour traffic count data for the study intersections. We will provide a list of the study intersections for which current (less than one year old) traffic data is available. For budgeting purposes, it is assumed that new traffic count data will need to be collected at up to 15 study intersections.
- Conduct intersection analysis to determine operating conditions for the Existing Conditions scenario.
- Intersection analysis will be conducted using the City's approved Intersection Capacity Utilization (ICU) methodology. In addition, any intersection on a Caltrans facility will be analyzed using the Highway Capacity Manual (HCM) methodology, as required by the Caltrans Guide for the Preparation of Traffic Impact Studies.

- Obtain Cumulative Project information from the City of El Segundo and surrounding cities. KHA will start with the Cumulative Project information compiled for recent studies prepared KHA for other projects in the vicinity, and each contributing agency (adjacent cities and agencies) will be contacted to confirm and update this information. The update will include obtaining information regarding the construction status of some of the larger projects in the City which are partially complete, estimating timing of development completion for each Phase Opening Year, and adjusting the trips associated with those projects accordingly.

- Distribute Cumulative Project traffic through the study intersections for each Opening Year for the Phase 1 and Phase 2 scenarios to develop Opening Year Without Project conditions.

- Develop trip generation estimates for the proposed site uses, using the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition) publication. ITE offers several land use types for office uses, including General Office Building, Corporate Headquarters Building, Single-Tenant Office Building, Office Park, and Research and Development Center. KHA will provide copies of the ITE land use descriptions for each office category for consideration, and confer with City staff and the project team on the most appropriate office category to be used for the proposed project.

- Develop trip distribution and assignment assumptions for each component of the project.

- We will submit trip generation and trip distribution assumptions to City staff for concurrence prior to proceeding with the analysis.

- Distribute the project traffic to the surrounding street system and through the study intersections.

- Conduct intersection analysis for the project Opening Years – Without and With the Proposed Project.

- Conduct the following analyses to satisfy Caltrans traffic study impact requirements, per the Caltrans Guide for the Preparation of Traffic Impact Studies:
  - ramp queuing analysis for the I-105 and I-405 ramp interchange intersections to which the project will add project traffic;
  - freeway weaving and diverging analysis for the I-105 and I-405 freeway segments adjacent to the interchanges that the project will use to access the freeway;
- freeway mainline analysis for the I-105 and I-405 freeway segments to which the project will add project traffic;

- Obtain construction traffic information from the applicant or the applicant’s representative, and prepare an analysis of construction traffic impacts, including the effects of construction employee traffic, large construction truck traffic, quantity and duration of truck trips for grading material import or export, and street closures and traffic control on the local street system.

- Identify project impacts, and project mitigation, if necessary. The impact mitigation section will identify the improvements needed to mitigate project impacts for each phase of the analysis.

- Evaluate proposed site access, on-site circulation provisions for both vehicles and pedestrians, and project parking, and make recommendations for measures to reduce traffic throughout and to and from the project site, using Transportation Demand Management (TDM) strategies.

- Prepare a stand-alone Traffic Impact Study summarizing the analysis methodology, study findings, and recommendations.

- Prepare trip generation estimates and comparison tables for two project alternatives.

- Assist in preparation of responses to traffic-related comments (up to 12 hours), to the extent that no new analysis is required.

- KHA attendance at the following meetings is assumed:
  - Kick-off meeting
  - One working meeting with the project team
  - Two public hearings (one Planning Commission and one City Council)

**Water Supply Assessment (WSA)**

KHA will prepare a stand-alone WSA to address the related water supply impacts of the proposed development. The analysis will include the following:

- Summarize the City’s existing water demand (current consumption) as well as the 12.5-acre existing water and current consumption from readily available master plan and utility bills provided by the City Water Department.

- Summarize and incorporate estimated water consumption from current approved and pending projects and the City’s ability to meet the proposed consumption from readily available information provided by the City Water Department.

- Prepare an on-site 12.5-acre water demand for the proposed project for both domestic and fire. The study will be prepared in accordance with the City of El Segundo Water
Department standards. This will include a table of land use types, acreage, dwelling units, and square footages based on the approved land use assumptions. Potential water demand estimates will be based on land use information and unit/square footage factors at project build-out.

- Assess the specific changes to the water system of the 12.5-acre proposed density from the site’s existing density and the City’s ability to meet the proposed consumption.
- Discuss relevant policies related to water from the City’s General Plan and Water Master Plan.
- Attend meetings as required with the City and Water Department. KHA assumes a maximum of 4 hours will be required for WSA related meetings.
- The deliverables for this task will include an on-site (12.5 acre) WSA for the City Water Department to exercise independent judgment to approve. Per SB610/SB221 Guidebook, a consultant/developer can prepare and submit material to be used in the WSA, but the water supplier is ultimately responsible for the WSA and must exercise its independent judgment as it considers adoption of the water supply assessment.
- Provide review and comments on the Water Supply section of the EIR related to the WSA. Assumes a maximum of four (4) hours will be required for this effort. As per the request, KHA will prepare a WSA not a Water Technical Report or any analysis related to water and fire water utilities as part of the water supply section in the EIR.
- Assist in preparation of responses to water supply-related comments (up to 4 hours), to the extent that no new analysis is required.

The scope of work for the WSA assumes the City will provide the City water model or modeling input for the campus to run the analysis. No modeling of a city-wide system is assumed to be part of this effort. KHA will order and coordinate current Fire Flow Tests within the project vicinity (maximum of 4 flow tests) or obtain readily available data.

**Sewer Area Study**

KHA will prepare a stand-alone Sewer Area Study to address the related sewer availability of the proposed development. The analysis will include the following:

- Through the services of a sub consultant, KHA will provide sanitary sewer flow monitoring for 7 days at four manhole locations and a report of the results (assumes 2 locations on Continental and 2 locations on Grand Avenue). The flow monitoring results are necessary to determine the existing sanitary sewer flows from the project site and the available capacity of the receiving sanitary sewer mains downstream of the project (offsite). Work will include coordination with the City the manholes to be monitored.
- KHA will prepare a report identifying the results of the flow metering along with a graphical representation of the data. The report will include the following sections: Background (describes the proposed development and anticipated discharge), Data Collection (describes the metering locations and data collected, data should include level, d/D ratio, flow rate, and velocity), Analysis (presents impacts of additional flow on the capacity of the sewer system including charts of daily flows), and Conclusion (evaluates whether the sewer system can accept the additional hydraulic loading).

- Attend meetings as required with the City. Assumes a maximum of four (4) hours will be required for meetings related to this effort.

- Provide review and comments of the sewer area study related to the EIR analysis. Assumes a maximum of four (4) hours will be required for this effort. Assist in preparation of responses to sewer capacity related comments (up to 4 hours); assumes that no new analysis is required.

**Preliminary Hydrology Study**

KHA will prepare a preliminary hydrology study in accordance with City of El Segundo requirements. The hydrology study will include calculations for the pre-developed and developed conditions to determine the measures required to mitigate the increased storm water flows associated with development of the proposed project.

Work includes reviewing the existing information including existing project as-built and technical studies related to the grading, drainage, and water quality design on the campus to determine opportunities and constraints related to the drainage design and incorporation of the water quality elements discussed in Task D below.

KHA will also request record drawings from the City of El Segundo for the adjacent streets and storm drains. If required, we assume that the Client will provide percolation testing for the underlying soils and field topography if existing information is incomplete.

This study will analyze on-site drainage flows which are required to size on-site drainage and water quality facilities. The sizing of the required drainage facilities will be reviewed for adequacy with the expected water quality mitigation needs of the project. This information will be used to address hydrology and storm utility requirements under CEQA.

KHA will attend meetings as required with the City. Assumes a maximum of 4 hours will be required for related meetings. KHA will review and comment on related content in the Hydrology and Water Quality Section of the EIR, assuming a maximum 4 hour effort. KHA will assist in preparation of responses to related comments on the Draft EIR, assuming a maximum 4 hour effort with no new analysis required.
Preliminary Water Quality Management Plan (WQMP)

KHA will prepare a preliminary WQMP in general conformance with the requirements and conditions of the County of Los Angeles Low Impact Development (LID) ordinance and Los Angeles County MS4 permit adopted in 2012, which prioritizes infiltration as a treatment method, followed by storage and reuse and biofiltration. Geotechnical constraints may limit the possibility of infiltration and require a technical feasibility negotiation with the City on certain drainage and water quality requirements. In addition to LID design, hydromodification requirements that may apply to the Project and will be analyzed. It is assumed that the geotechnical consultant will review and conceptually approve the drainage and water quality conceptual designs for constraints that are relevant to them.

KHA will attend meetings as required with the City. Assumes a maximum of 4 hours will be required of this effort. Provide review and comments of the water quality study related to the Environmental Analysis. Assumes a maximum of four (4) hours will be required for this effort. Assist in preparation of responses to water quality section (up to 4 hours), to the extent that no new analysis is required.

Golder Associates

Preliminary Geotechnical Assessment

Golder will perform a preliminary geotechnical and geological assessment for the project site to address factors identified in Appendix G of the CEQA guidelines. It is expected that the assessment will provide information that confirms regulatory compliance, City review and approval of required geotechnical reports, and conformance with standard engineering practices will be sufficient to avoid significant impacts associated with geology and soils. Preparation of the assessment early in the process will allow this issue to be scoped out of the EIR. Golder’s scope will include an assessment of CEQA thresholds of significance for the following:

- Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault.
- Strong seismic ground shaking.
- Seismic-related ground failure, including liquefaction.
- Landslides.
- Location of the Property on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.
- Presence of expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994).
Golder’s preliminary geotechnical and geological assessment will consist of an office-based review of available data and their scope does not include any subsurface field exploration or sampling and testing of onsite soils. Based on the findings of their assessment, a field exploration may be required, but would need to be carried out under a separate scope of work.

Golder’s scope of work includes review of the following:

- Alquist-Priolo fault maps.
- Seismic Hazard Zonation Program maps and reports from the California Geological Survey (CGS).
- Ground motion information from the United States Geological Survey (USGS).
- Geotechnical reports provided by PCR or available for review at the City of El Segundo.

**Phase I Environmental Site Assessment (Phase I ESA)**

Golder will perform a Phase I ESA at the subject property. The general purpose of the Phase I ESA is to identify recognized environmental conditions (RECs) in connection with the property, to the extent feasible, pursuant to the following: the processes prescribed in the ASTM International Standard E 1527-613, entitled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” (ASTM Standard); the Environmental Protection Agency (EPA) Rule entitled “Standards and Practices for All Appropriate Inquiries; Final Rule” (AAI Rule), 40 CFR Part 312; this Proposal; and Golder’s professional judgment. Per the AAI Rule, the ASTM Standard may be used to comply with the AAI Rule. All references in this proposal to ASTM therefore include the AAI Rule.

The ASTM Standard defines RECs as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.”

The scope of services for the Phase I ESA include a records review, property reconnaissance, interviews, and report preparation as these tasks are described in the ASTM Standard. The scope assumes Golder will be provided user knowledge and information as required by the ASTM Standard. Golder will review publically available documents and maps provided by the City of El Segundo and County of Los Angeles regarding methane zones. A summary of the findings will be provided in the Phase I ESA report. No sampling will be conducted as part of this methane assessment.

If requested during Golder’s performance of this scope of work, Golder will add to its scope of services an assessment of Business Environmental Risks with respect to the property, defined by the ASTM Standard as “risks that can have a material environmental or environmentally driven
impact on the business associated with the current or planned use of a parcel of commercial real estate.” Completion of a Business Environmental Risk assessment is not included in this scope of work.

Per the ASTM-13 Standard, Golder’s scope of services will not include non-scope considerations as listed in Section 13 of the ASTM Standard. Non-scope considerations include, but are not limited to indoor air quality (unrelated to releases of hazardous substances or petroleum products into the environment), asbestos, lead-based paint, mold, archaeological assessment, wetlands, radon, ecological survey, etc.

The findings, conclusions, and recommendations of the preliminary geotechnical assessment and Phase I ESA will be presented in two written reports. The reports will contain sufficient information for addressing geotechnical/geology and site environmental issues for inclusion in the EIR. Golder will provide an electronic copy of a draft report for review and comment prior to issuing a final report.

**EIR Schedule**

PCR will prepare a detailed schedule upon authorization to proceed. However, it is assumed that preparation of the Project Description, Initial Study, and issuance of the NOP will occur within an approximate 10 week period, followed by an approximate 6 month period to complete preliminary drafts of the EIR for City review, and to publish the Draft EIR. Assuming a 45-day public circulation period and an approximately 3 month process to respond to comments and produce the Final EIR, the total CEQA process would be completed within an approximate 12 month time frame. The project schedule will be highly dependent upon timely receipt of the project information requested in the Task 1 Data Needs Memorandum, timeframes for review of the document by City staff, and the nature and extent of City and public comments. While the PCR project team will commit the necessary resources to ensure the preparation of the EIR within the desired time frame, in the event substantive changes to the Project Description occur after it has been drafted, project information is not available or complete early in the process, changes in technical reports prepared by others result in delays, comments greatly exceed anticipated levels, or if sizeable changes in the scope occur, the schedule may be affected. PCR will notify the City at the earliest point possible if issues arise with the potential to affect the project schedule.

**PROPOSED FEES**

Based on our understanding of the project and the Scope of Work provided in the previous section, our estimated fee to prepare each environmental document and associated documentation is outlined in the table below. Fees and charges will be billed on a monthly basis in accordance with PCR’s current Billing Rates and Expense Charges, provided in Attachment A of this proposal. Attachment B of this proposal includes the detailed cost spreadsheet that serves as the basis for the table below.
Should the need arise for additional professional services beyond those set forth in the scope of services due to changes in the process or the regulatory environment, PCR will request written authorization from the City to proceed prior to the initiation of the additional services. Factors triggering an increase in the scope of services and a revised fee may include, but are not necessarily limited to: a prolonged iterative effort to define the project sufficiently for CEQA analysis; modifications in the project after the Project Description has been drafted; analysis of technical issues other than those identified in this scope of work; revisions due to inadequate technical reports or changes in technical reports prepared by others; more City comments or meetings than estimated; more public comments than estimated; production of additional or more costly documents than estimated; or significant delays in the project beyond the control of PCR.

Although PCR will provide quality documents to the City that will not require substantive staff time for editing due to a lack of care, we cannot accurately estimate the level of effort and associated fees that will be required to address City comments on the various iterations of the documents, or to address public comments on the Draft EIR. In these instances, we have proposed allowances for these tasks based on general estimates. In the event less effort is required than provided for with these allowances, PCR will not bill the balances. Similarly, if these allowances are not sufficient to address the responses to public comments or to incorporate City revisions, PCR will request additional authorization from the City. Regarding City comments, the number of document iterations and the estimates of level of effort assume PCR will have reasonably addressed first round comments, and that comments on subsequent iterations of a document will primarily focus on addressing new content associated with edits made to address previous comments. PCR will not seek authorization for exceedence of allowances due to a lack of care or technical errors on PCR’s part. PCR also reserves the right to transfer fees between line items for subtasks within the Draft EIR.
<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collect Data/Prepare Project Description</td>
<td>$15,800</td>
</tr>
<tr>
<td>2</td>
<td>Prepare/Distribute Initial Study Package</td>
<td>$13,900</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>$29,700</strong></td>
</tr>
<tr>
<td>3</td>
<td>Prepare Draft EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Quality Analysis</td>
<td>$10,800</td>
</tr>
<tr>
<td></td>
<td>Archaeology/Paleontology</td>
<td>$5,030</td>
</tr>
<tr>
<td></td>
<td>Greenhouse Gas Analysis</td>
<td>$7,000</td>
</tr>
<tr>
<td></td>
<td>Noise Analysis</td>
<td>$11,500</td>
</tr>
<tr>
<td></td>
<td>Aesthetics, Cultural Resources, Hazards, Hydrology, Land Use, Services/Utilities,</td>
<td>$81,945</td>
</tr>
<tr>
<td></td>
<td>Traffic, Alternatives, Other</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City Comments</td>
<td>$12,430</td>
</tr>
<tr>
<td></td>
<td>Noticing and Distribution</td>
<td>$4,985</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>$133,690</strong></td>
</tr>
<tr>
<td>4</td>
<td>Final EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st Draft – Final EIR</td>
<td>$12,300</td>
</tr>
<tr>
<td></td>
<td>City Comments</td>
<td>$8,500</td>
</tr>
<tr>
<td></td>
<td>Mitigation Monitoring Program</td>
<td>$2,900</td>
</tr>
<tr>
<td></td>
<td>Noticing and Distribution</td>
<td>$3,800</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>$27,500</strong></td>
</tr>
<tr>
<td>5</td>
<td>Meetings and Management Coordination – EIR</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal PCR Labor</strong></td>
<td><strong>$38,120</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal PCR Costs</strong></td>
<td><strong>$238,745</strong></td>
</tr>
<tr>
<td>6</td>
<td>Subconsultant Technical Studies (include 10% PCR Administrative Cost)</td>
<td></td>
</tr>
<tr>
<td>6.a</td>
<td>Traffic Impact Study</td>
<td>$75,460</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL EIR FEE WITHOUT OPTIONAL TASKS</strong></td>
<td><strong>$314,205</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Optional Tasks</strong></td>
<td></td>
</tr>
<tr>
<td>6.b</td>
<td>Kimley-Horn Associates</td>
<td></td>
</tr>
<tr>
<td>6.c</td>
<td>Water Supply Assessment</td>
<td>$16,500</td>
</tr>
<tr>
<td>6.d</td>
<td>Sewer Capacity Study</td>
<td>$12,300</td>
</tr>
<tr>
<td>6.e</td>
<td>Hydrology Study</td>
<td>$14,100</td>
</tr>
<tr>
<td>6.f</td>
<td>Preliminary Water Quality Management Plan</td>
<td>$11,700</td>
</tr>
<tr>
<td>6.g</td>
<td>Meetings and Coordination</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>Subtotal Kimley-Horn Associates (includes 10% subconsultant mark-up)</td>
<td>$83,380</td>
</tr>
<tr>
<td></td>
<td>Golder Associates</td>
<td></td>
</tr>
<tr>
<td>6.h</td>
<td>Preliminary Geotechnical Assessment</td>
<td>$3,500</td>
</tr>
<tr>
<td>6.i</td>
<td>Phase 1 Environmental Site Assessment</td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td>Subtotal Golder Associates (includes 10% subconsultant mark-up)</td>
<td>$10,450</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FEE WITH OPTIONAL TASKS</strong></td>
<td><strong>$408,835</strong></td>
</tr>
</tbody>
</table>

* Dollar values are allowances; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.

* Dollar value is an estimate and will generally be determined by the number of copies of the Initial Study and EIR and Technical Analyses that will be required, and the size of the documents.
We appreciate the opportunity to submit this proposal and to work again with the City of El Segundo. The terms of this proposal remain valid for sixty (60) days and are subject to change after that time. Should you have any questions or require additional information please feel free to contact us at (310) 451-4488. Thank you for considering PCR.

Sincerely,

PCR SERVICES CORPORATION

Jay Ziff
Principal, Director of Environmental Planning & Documentation

Attachment A – PCR and Subconsultant Billing Rate Sheets
Attachment B – Detailed Cost Spreadsheet for EIR
Attachment C – PCR Resumes

Cc: Ms. Trayci Nelson, Senior Contract Planner
    City of El Segundo
Attachment A - PCR and Subconsultant Billing Rate Sheets
## PCR 2014 BILLING RATES AND EXPENSE CHARGES

### PROFESSIONAL TIME

#### Environmental Planning & Documentation

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Planner</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Planner II</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Planner I</td>
<td>$125.00</td>
</tr>
<tr>
<td>Planner</td>
<td>$110.00</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$95.00</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician</td>
<td>$65.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$55.00</td>
</tr>
<tr>
<td>Principal/Director</td>
<td>$205.00</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$180.00</td>
</tr>
<tr>
<td>President</td>
<td>$285.00</td>
</tr>
</tbody>
</table>

#### Biological Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Regulatory Scientist</td>
<td>$170.00</td>
</tr>
<tr>
<td>Principal Biologist</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Biologist II/Senior GIS Specialist</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Biologist I</td>
<td>$125.00</td>
</tr>
<tr>
<td>Biologist</td>
<td>$110.00</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>$95.00</td>
</tr>
<tr>
<td>Assistant Biologist</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician</td>
<td>$65.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$55.00</td>
</tr>
<tr>
<td>Associate Principal/Deputy Director</td>
<td>$180.00</td>
</tr>
<tr>
<td>Principal, Biological and Environmental Compliance</td>
<td>$205.00</td>
</tr>
<tr>
<td>Principal/Director</td>
<td>$235.00</td>
</tr>
</tbody>
</table>

#### Air Quality, Climate & Acoustics Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer/Scientist</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Engineer/Scientist II</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Engineer/Scientist I</td>
<td>$125.00</td>
</tr>
<tr>
<td>Engineer/Scientist</td>
<td>$110.00</td>
</tr>
<tr>
<td>Associate Engineer/Scientist</td>
<td>$95.00</td>
</tr>
<tr>
<td>Assistant Engineer/Scientist</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician</td>
<td>$65.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$55.00</td>
</tr>
<tr>
<td>Principal/Director</td>
<td>$185.00</td>
</tr>
</tbody>
</table>
Historic Resources
Principal Historian ............................................. $150.00
Senior Historian II .............................................. $140.00
Senior Historian I .............................................. $125.00
Historian ......................................................... $110.00
Associate Historian ............................................. $95.00
Assistant Historian .............................................. $80.00
Technician .......................................................... $65.00
Intern ............................................................... $55.00
Director ............................................................. $170.00

Archeological & Paleontological Resources
Principal Archaeologist/Paleontologist ......................... $150.00
Senior Archaeologist/Paleontologist II ......................... $140.00
Senior Archaeologist/Paleontologist I ......................... $125.00
Archaeologist/Paleontologist .................................. $110.00
Associate Archaeologist/Paleontologist ......................... $95.00
Assistant Archaeologist/Paleontologist ......................... $80.00
Technician .......................................................... $65.00
Intern ............................................................... $55.00
Director ............................................................. $170.00

Support
Senior GIS Specialist ............................................ $140.00
Graphics Specialist .............................................. $85.00
Senior Publications/Production .............................. $75.00
Publications/Production ........................................ $50.00

DIRECT EXPENSES
Direct expenses will be billed at 110 percent, including but not limited to:
- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Lodging, transportation, and project-related mileage necessarily incurred at the prevailing Internal Revenue Service Standard Mileage Rates.

BILLING TERMS
- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis. Payment is due 30 days from date of invoice.
- PCR’s scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than five (5) percent 12 months following project initiation.
KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE
Effective thru December 31, 2014

STAFF

SUPPORT STAFF.................................................................................$ 70.00 - $ 125.00

DESIGNER/TECHNICIAN/CADD OPERATOR..........................$ 80.00 - $ 135.00

ANALYST.........................................................................................$ 90.00 - $ 140.00

PROFESSIONAL..............................................................................$ 135.00 - $ 165.00

SENIOR PROFESSIONAL...............................................................$ 180.00 - $ 260.00

PRINCIPAL.....................................................................................$ 225.00 - $ 260.00

EXPENSES

SUBCONSULTANT / REIMBURSABLE EXPENSE MARK-UP ........15%

Note: Billing Rates are reviewed annually and are adjusted as necessary
Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<table>
<thead>
<tr>
<th>Billing Level</th>
<th>Personnel Category</th>
<th>Hourly Rate (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Admin Support</td>
<td>$70</td>
</tr>
<tr>
<td>B2</td>
<td>Staff Admin Support</td>
<td>$75</td>
</tr>
<tr>
<td>B3</td>
<td>Senior Admin Support</td>
<td>$85</td>
</tr>
<tr>
<td>B4</td>
<td>Project Coordinator</td>
<td>$95</td>
</tr>
<tr>
<td>T1</td>
<td>Technician</td>
<td>$75</td>
</tr>
<tr>
<td>T2</td>
<td>Staff Technician</td>
<td>$90</td>
</tr>
<tr>
<td>T3</td>
<td>Senior Technician</td>
<td>$100</td>
</tr>
<tr>
<td>D1</td>
<td>Draftsperson</td>
<td>$85</td>
</tr>
<tr>
<td>D2</td>
<td>Staff Draftsperson</td>
<td>$95</td>
</tr>
<tr>
<td>D3</td>
<td>Senior Draftsperson</td>
<td>$110</td>
</tr>
<tr>
<td>C1</td>
<td>Engineer/Scientist</td>
<td>$105</td>
</tr>
<tr>
<td>C2</td>
<td>Staff Engineer/Scientist</td>
<td>$115</td>
</tr>
<tr>
<td>C3</td>
<td>Project Engineer/Scientist</td>
<td>$125</td>
</tr>
<tr>
<td>C4</td>
<td>Senior Project Engineer/Scientist</td>
<td>$150</td>
</tr>
<tr>
<td>C5</td>
<td>Senior Engineer/Scientist</td>
<td>$180</td>
</tr>
<tr>
<td>C6</td>
<td>Senior Consultant</td>
<td>$210</td>
</tr>
<tr>
<td>C7</td>
<td>Practice/Program Leader</td>
<td>$240</td>
</tr>
<tr>
<td>C8</td>
<td>Senior Practice/Program Leader</td>
<td>$260</td>
</tr>
</tbody>
</table>

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD/GIS Computers</td>
<td>$20/hour</td>
</tr>
<tr>
<td>Color Photocopies</td>
<td>$0.20/page</td>
</tr>
<tr>
<td>Color Plotter (D&amp;E size)</td>
<td>$5/plot</td>
</tr>
</tbody>
</table>

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.
Attachment B – Detailed Cost Spreadsheet for EIR
## Task: Project Initiation, Collect Data, and Project Description

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask 1.1: Study Conduct &amp; Start-Up</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>15</td>
<td>1</td>
<td>2</td>
<td>84</td>
<td>13,990</td>
</tr>
</tbody>
</table>

## Task: Prepare & Distribute Initial Study NOE

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask 2.1: Final Project Description</td>
<td>3</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>10</td>
<td>5</td>
<td>0</td>
<td>47</td>
<td>9,090</td>
</tr>
<tr>
<td>Subtask 2.2: Participant's Final NOE</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>15</td>
<td>0</td>
<td>4</td>
<td>10</td>
</tr>
</tbody>
</table>

## Task: Prepare & Distribute Draft EIR

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask 3.1: Start Screencheck Draft EIR</td>
<td>16</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>11</td>
<td>10</td>
<td>6</td>
<td>10</td>
<td>79</td>
<td>2,315</td>
</tr>
</tbody>
</table>

## Task: Prepare & Distribute Final EIR

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask 4.1: Final Screencheck Response to Comments/Final EIR</td>
<td>3</td>
<td>16</td>
<td>6</td>
<td>4</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>15</td>
<td>0</td>
<td>17</td>
<td>2,315</td>
</tr>
<tr>
<td>Subtask 4.2: Final Screencheck Response to Comments/Final EIR</td>
<td>9</td>
<td>17</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>0</td>
<td>4</td>
<td>3</td>
<td>69</td>
<td>11,550</td>
</tr>
<tr>
<td>Subtask 4.3: Final Response to Comments/Final EIR</td>
<td>2</td>
<td>17</td>
<td>5</td>
<td>2</td>
<td>6</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>110</td>
<td>10,790</td>
</tr>
<tr>
<td>Subtask 4.4: Mitigation Monitoring Program</td>
<td>1</td>
<td>10</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>14</td>
<td>10</td>
<td>0</td>
<td>35</td>
<td>0,900</td>
</tr>
<tr>
<td>Subtask 4.5: Public Involvement</td>
<td>6</td>
<td>10</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>28</td>
<td>0,900</td>
</tr>
</tbody>
</table>

## Task: Management, Meetings, Interviews & Hearings

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask 5.1: Management</td>
<td>36</td>
<td>42</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>21</td>
<td>0</td>
<td>0</td>
<td>208</td>
<td>50,210</td>
<td></td>
</tr>
</tbody>
</table>

## Technical Studies

### Kingston-Heinem Associates

- Traffic Impact Study
  - Expenses: $15,000
- Subtotal Subconsultants with 10% Mark-up: $15,000

### Esplanades

- Subtotal Total: $15,000
- Subtotal Subconsultants: $15,000

## Expenses

- Reprographics: $7,500
- Delivery/Payroll: $250
- Transportation: $500
- Archival/Paleo record search expenses: $600

## Total Expenses (with 10% mark-up): $8,775

## Grand Total (without optional tasks): $314,285

## Optional Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Director Principal (E&amp;PP)</th>
<th>Assoc. Principal (E&amp;PP)</th>
<th>Senior Planner II</th>
<th>Director (AGCA)</th>
<th>Senior Engineer / Scientist</th>
<th>Assoc. Engineer / Scientist</th>
<th>AECOM Archaeologist/ Paleoanthropologist</th>
<th>Graphics Specialist</th>
<th>Senior Publication Specialist</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
</table>

## Optional Total

- Subtotal Total: $16,200
Attachment C – PCR Resumes
Jay Ziff, PRINCIPAL / DIRECTOR OF ENVIRONMENTAL PLANNING & DOCUMENTATION

Education
- M.L.A., California State Polytechnic University, Pomona, 1989
- B.A., Environmental Studies, University of California, Santa Barbara, 1983

Professional Affiliations
- Urban Land Institute

Summary
Jay Ziff has 25 years of experience in environmental consulting. Mr. Ziff has managed preparation of a full range of documents pursuant to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including studies for new land development, redevelopment, infrastructure projects, long-range development plans, and General Plans. Through his years of management in the field he is a skilled CEQA practitioner, responsible for directing documentation for a number of the region’s most challenging projects. As a result of his acute expertise, he is also called upon to provide environmental advisory and review services to clients in the private and public sectors.

Experience
Representative CEQA and NEPA Projects: Mr. Ziff served as PCR’s project manager for the Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) for the Los Angeles International Airport (LAX) Master Plan for over a decade. He worked as a part of a larger multidisciplinary team in concert with engineers and technical subconsultants in preparing the document for this highly complex and controversial project. Despite a number of aggressive legal challenges, the document was certified and the project approved in 2005. Subsequent to the Master Plan, Mr. Ziff managed the EIR for the proposed replacement of the LAX Central Utility Plant. In addition, he managed PCR’s efforts on the Specific Plan Amendment Study EIR which included preparation of a number of EIR sections.

Mr. Ziff is also serving as the Principal-In-Charge of the Gregory Canyon Landfill EIS, working with the U.S. Army Corps of Engineers as the Lead Agency. Additional, recent Southland projects of note include managing the Metropolis Mixed-Use Project in downtown Los Angeles, the Skyline Ranch project in northern Los Angeles County, the Point View Project in Rancho Palos Verdes, the Santa Monica Downtown Parking Program EIR, and the Eastern Urban Center Sectional Planning Area Plan EIR in Chula Vista.

CEQA Support for School Facilities: Mr. Ziff managed preparation of the EIR for Los Angeles Unified School District’s (LAUSD) Central Los Angeles Area High School No. II and Vista Hermosa Park project on the site of the previously proposed Belmont Learning Center. Due to the history of controversy over the site, he was specifically sought out by the LAUSD to oversee the EIR and helped the District successfully complete the CEQA process for what had been the most challenging and controversial school projects undertaken by LAUSD.

Mr. Ziff’s additional school facility projects are best represented by the CEQA documentation for the Pasadena Unified School District Facility Master Plan; the Beverly Vista School Rehabilitation, Improvement and Upgrade Final EIR for Beverly Hills Unified School District; and East Valley Area Middle School No.1 EIR, and the East Valley High School 1B Addition EIR for Los Angeles Unified School District. His college and university experience includes managing the UC Irvine Long Range Development Plan Circulation and Open Space Amendment EIR, and work on a number of other UC system Long-Range Development Plan EIRs.

General Plans and Related CEQA Compliance: Mr. Ziff’s completed General Plan and planning documents include the City of Murrieta General Plan EIR & Master EA, the El Segundo General Plan EIR, the City of Westminster Consolidated General Plan/EIR, and the City of Santa Monica Historic Preservation Element. He also assisted in management and preparation of the City of Pasadena Land Use and Mobility Elements EIR, the City of Irvine General Plan Program Phase II Master EIR, and the City of Santa Barbara Long Term Water Supply Program EIR.

Environmental Advisory Review & On-Call Services: Mr. Ziff provided environmental advisory and review services to the City of Murrieta with direct responsibility for overseeing the environmental review process for six specific plans proposed within the City and its sphere of influence. The combined projects cover approximately 3,000 acres with potential for over 6,000 dwelling units. He reviewed and commented on the City of Arcadia General Plan EIR for Santa Anita Realty Company, and has also provided third-party review of environmental documentation for the Royal Rangers Adventure Camp Recirculated EIR and a number of other projects.
Luci Hise-Fisher, AICP, ASSOCIATE PRINCIPAL

Education
- M.A., Urban Planning, University of California, Los Angeles, 1992
- B.A., Social Ecology, (Magna Cum Laude), University of California, Irvine, 1982

Permits/Certifications
- American Institute of Certified Planners (AICP)

Professional Affiliations
- American Planning Association
- Association of Environmental Professionals

Summary
Luci Hise-Fisher has over 26 years of experience in public and private sector planning. Her areas of expertise include environmental analysis, land use policy, ordinance preparation, and entitlement planning. Ms. Hise-Fisher has managed and prepared all levels of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents and is well versed in public agency coordination, including work with the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service.

Experience
NEPA/CEQA: Ms. Hise-Fisher has been responsible for the management and preparation of environmental documentation for a variety of project types, including landfills, airports, resorts, office buildings/complexes, coastal, institutional, civic, and residential developments. Ms. Hise-Fisher has managed the preparation of various federal and State environmental documents over approximately 15 years for a new landfill in Northern San Diego County. She is currently managing the preparation of the Draft Environmental Impact Statement (EIS) for the proposed landfill for the U.S. Army Corps of Engineers as well as the preparation of the 404(b)(1) alternatives analysis. In addition, she has managed the preparation of an Environmental Impact Report/Environmental Assessment (EIR/EA) for the Eagle Lodge Base Development in Mammoth Lakes, The Wildfire Gayley EIR in Los Angeles, the Symantec Development EIR in Culver City, an EIR for the Fuller Theological Seminary Master Plan, the Pasadena Conference Center in Pasadena, and the Bubba Gump restaurant located on the Santa Monica Pier. Ms. Hise-Fisher has also managed program-level EIRs including the Santa Monica Downtown Parking Improvement Program and the Town of Mammoth Lakes General Plan Update.

Moreover, Ms. Hise-Fisher has managed the preparation of Initial Studies in support of Mitigated Negative Declarations (MNDs) for numerous projects including the modernization of a beach club on the California coast, a nutrient/sediment remediation plan and landfill closure in San Bernardino County, and an In-Line Security Program at the Los Angeles International Airport (LAX), and charter schools in Huntington Park and Venice. Finally, she has managed Initial Studies in support of Negative Declarations for the relocation and consideration of a fixed base operation at LAX and the 28th Street Condominium project in Santa Monica.

In addition to managing the documentation process, Ms. Hise-Fisher has served as a major contributor to many documents. Her contributions include the hazard section for the EIR for the Carson Marketplace, the public services and environmental justice sections of the EIS/EIR for the LAX Master Plan, and the EIR for the Douglas Park project in Long Beach. She has also provided assistance in the preparation of environmental documents for several high-rise developments in northern California.

Environmental Planning & Agency Coordination: Ms. Hise-Fisher has managed the preparation of various discretionary applications including subdivisions, conditional use permits, site plan reviews, design reviews, and coastal development permits. During her employment in the public sector, she processed numerous discretionary applications for a wide range of projects, completed environmental reviews, and presented the applications at public hearings.

Ordinance Preparation and Interpretation: Ms. Hise-Fisher has updated and prepared zoning ordinances, subdivision ordinances, and unified development ordinances for several cities and counties. Working in the public sector, she processed General Plan and ordinance amendments and staffed the public information counter for various jurisdictions.
Experience

Development Projects: Mr. Gaver has been involved in numerous projects throughout Los Angeles County. He assisted in the preparation of complicated Environmental Impact Reports (EIRs), including the Century Plaza Hotel Renovation EIR in the Century City community of Los Angeles; the NBC Universal Vision Plan EIR, an EIR Addendum for the Los Angeles Convention Center; the Redlands Commons/Trojan Groves Mixed-Use Development EIR; the Sunset Bronson Studios Initial Study and EIR; the Forest Lawn Memorial Park – Hollywood Hills Master Plan EIR; the 10000 Santa Monica Boulevard Residential Project EIR; an EIR Addendum for the Los Angeles Sports and Entertainment District for improvements outside of the scope of work included in previous environmental documentation; an Mitigated Negative Development (MND) for renovations to a southern California municipal pier; and an EIR for large-scale, confidential studio project in northern Los Angeles County. Through this experience, Mr. Gaver has experience in preparing all EIR sections, many of which require the review and summary of complex technical reports.

In addition, Mr. Gaver is currently assistant project manager of the Miramar Hotel Redevelopment Plan EIR in the City of Santa Monica.

In addition to collaborating in the preparation of environmental documentation, Mr. Gaver has managed the EIR for the Wilshire-Hoover Commercial Shopping Center EIR and was the assistant project manager for the Crystal Geyser Water Bottling Facility Project EIR. In addition to EIR management, Mr. Gaver managed the MND for the 70,000-square-foot First American Methodist Episcopal church in the West Adams neighborhood of the City of Los Angeles, the MND for a 42,770-square-foot expansion at the Westfield West Covina Shopping Mall, and the MND for a the 3425 Motor Avenue Mixed-Use Project—a 115-unit mixed-use apartment building in west Los Angeles. Mr. Gaver was also the assistant manager on the MND for the Point View Master Use Plan, an agricultural project with an event garden for private social gathering.

Infrastructure: Mr. Gaver has been involved in the preparation of transportation infrastructure projects involving CEQA and NEPA compliance. Among these are the Gregory Canyon Landfill Environmental Impact Statement (EIS), including the hydrogeology and water supply sections, the City of Commerce peer review of the I-710 Corridor Project EIR/EIS, the SR-55 Capacity Improvement Preliminary Environmental Assessment Report (PEAR) and early coordination for the SR-57/US-60 Traffic Interchange Environmental Assessment (EA)/MND and Section 4(f) Evaluation where he served as the deputy project manager. He also prepared the draft land use and community facilities sections and Section 4(f) evaluation for the Exposition Phase II Light Rail EIR/Environmental Impact Statement (EIS). Mr. Gaver’s experience on infrastructure-related environmental documentation also includes the US 89, Antelope Hills Capacity Improvement EA, US-191 Capacity Improvement Environmental Overview, and US 40 Switzer Canyon to Fanning Drive and US-60 Sunny Lane Roadway Improvement Categorical Exemptions.
Jessie Barkley, SENIOR PLANNER II

Education
- M.A., Urban and Regional Planning, University of California, Irvine, 2000
- Post Graduate Certificate, Marketing and Communications, University of California, Irvine, 1998
- B.A., Geography, University of British Columbia, Vancouver, 1997

Professional Affiliations
- American Planning Association

Summary
Jessie Barkley is an environmental planner with 12 years of experience. She is a skilled California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) practitioner that has led and contributed to numerous projects for a variety of project types including mixed-use, redevelopment, infrastructure, commercial, energy, and long range community plans.

Recognized as a leader in the field, she has received a number of accolades commending her work. Among these are four Comprehensive Planning Awards from the American Planning Association for the General Plans prepared for the cities of Riverside, Newport Beach, Claremont, and Brea, as well as SCAG's Compass Blueprint Sustainability Award for the City of Santa Monica 2005-2014 Housing Element.

In addition to her work product, Ms. Barkley is an active participant in planning associations on the local and national level. She has served as the Los Angeles Board Awards Chair, California State Awards Coordinator, and National Conference Special Events Co-Chair for the American Planning Association.

Experience
Infrastructure: Ms. Barkley is serving as the assistant project manager for the West Maintenance Airfield Area Project Environmental Impact Report (EIR) for LAX. The project included the development of approximately 70 acres in the southwest portion of LAX for various airline aircraft facilities including aircraft maintenance areas, parking areas, and hangars, and ancillary facilities. The project site was previously used as a staging area for various airport construction projects and included potentially contaminated stockpiled materials, an ongoing groundwater remediation effort, existing oil wells, and potentially hazardous substances within existing buildings, the soil, and groundwater.

Ms. Barkley also served as the lead planner for the aesthetic and public services analysis for the LAX Specific Plan Amendment Study (SPAS) EIR which evaluated alternatives to five components that are part of the LAX Master Plan known as “Yellow Light Projects.” These projects include the Ground Transportation Center, Automated People Mover; Demolition of Terminals 1-3; North Airfield reconfiguration; and associated on-site roadway improvements.

Ms. Barkley served as lead planner for the Pasadena Water and Power (PWP) proposed Glenarm Power Plant Repowering project. The Glenarm project includes a new combined-cycle power generating unit and associated operating equipment and an administration/operations center within a portion of the historic Glenarm Steam Plant building.

Ms. Barkley also served as the task leader for the station planning, land use, and socio-economic sections of the San Francisco to San Jose portion of the California High-Speed Rail Project EIR/EIS. The project addressed land use compatibility of the stations, and potential transit oriented districts and mixed-use developments. She also prepared the land use, population/housing and recreation sections of the Water Ferry Terminal EIR for the City of South San Francisco which analyzed the development of a new ferry terminal at the Oyster Point Marina.

Large-Scale/Redevelopment: Ms. Barkley has prepared EIRs to address large-scale mixed-use, commercial, office, and retail projects. She served as the lead planner for the Santa Monica Ocean Avenue Hotel EIR, served as lead planning on the aesthetics/visual resources and public services sections for the Hollywood Palladium EIR, prepared response to comments associated with the Westfield Topanga EIR, and prepared the land use and recreation sections of the Genentech Master Campus Plan in South San Francisco. Ms. Barkley prepared the land use section of the Bear Creek South Master Plan EIR, which proposed 2,700 residential units, a school, and parkland on nearly 500 acres in Stockton. She served as the project manager and lead planner on the Al Miki Ranch Specific Plan, a 900-unit housing development with commercial and open space uses.

In addition to her EIR experience, Ms. Barkley has served as lead planner on the Mitigated Negative Declaration for the proposed Lindbrook and Gayley Mixed-Use project in the Westwood Community of Los Angeles and the Mitigated Negative Declaration for the Laguna Niguel Senior Housing and Assisted Living Project in Orange County.

Long-Range Planning: Ms. Barkley has led several successful long-range planning efforts. She has prepared numerous General Plan Updates, including the award-winning projects for Newport Beach, Brea, and Riverside, not to mention updates for Beverly Hills, Simi Valley, and La Habra. Other long-range planning projects include her work on updates to the 36 Los Angeles Community Plans to reflect the policies and objectives of the General Plan Framework. Bridging the gap between her CEQA and planning expertise was her work on the Santa Monica Land Use and Circulation Element EIR for which she drafted the land use and population/housing sections.

Community Outreach: During the preparation long-range planning and CEQA documentation efforts, Ms. Barkley often leads or coordinates the community outreach efforts. She regularly conducted community workshops, stakeholder interviews, visioning events, public hearings, and citizen advisory events. Ms. Barkley also coordinated over 20 public outreach meetings associated with the EIR to address the San Francisco to San Jose portion of the California High-Speed Rail Project.
Margaret D. Shekell, AICP, SENIOR PLANNER II

Education
- Certificate in Global Sustainability with concentration in Environmental Law and Policy, University of California, Los Angeles, 2014
- Certificate in Land Use and Development Planning, University of California, Irvine, 1988
- B.A., Social Ecology, University of California, Irvine, 1983

Permits/Certifications
- American Institute of Certified Planners (AICP)

Continuing Education
- Environmental Laws and Institutions: State, National, and International Overview, 2014
- Land Use Law and Planning Conference, 2014
- Climate Change, Energy and the Environment, 2013
- CEQA and Climate Change, 2011
- Sustainable Communities, 2011
- Developing and Integrating Bicycle Plans, 2010
- Water Rights and Sustainability, 2010
- California Environmental Quality Act: A Place to Start, 2009
- Principles of Sustainability I: Environmental Dimension, 2009
- Managing EIRs and EISs: Strategies for Success, 2006

Professional Affiliations
- American Planning Association

Summary
Margaret Shekell has over 25 years of experience in California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance and land use planning. Ms. Shekell’s areas of expertise include land use analysis, entitlement processing, sustainability, and public services/utilities planning. She has worked on a diversity of project types, including major infrastructure, museums, residential developments, regional shopping centers, offices, recreational, educational, and general/specify plans.

Experience
CEQA and NEPA: Ms. Shekell has prepared numerous Environmental Impact Reports (EIR), Initial Studies, and Environmental Assessments, and land use assessments for a wide variety of public and private sector projects. Specifically, she prepared the land use sections of the Los Angeles International Airport (LAX) Specific Plan Amendment Study (SPAS) EIR and LAX Master Plan Environmental Impact Statement (EIS)/EIR. The land use sections included the analysis of increased noise levels, plan consistency, land acquisition, combined land use effects, and mitigation strategies. She coordinated with the project applicant, city departments, and subconsultants to resolve various technical, procedural, and scheduling issues. Ms. Shekell also assisted in responding to comments received on the LAX SPAS EIR and the LAX Master Plan EIS/EIR, prepared the environmental justice section of the LAX Master Plan EIS, conducted land use surveys, and participated in community meetings. She has provided environmental analysis on other LAX projects, including the Tom Bradley International Terminal and South Airfield Improvement Project.

In addition to her airport work, Ms. Shekell has contributed to major environmental documents such as the Academy Museum of Motion Pictures Draft EIR in the mid-Wilshire area of Los Angeles; Corona Regional Medical Center Expansion Draft EIR in Corona; Huntington Education and Visitor Center EIR in San Marino; Entrance Office Tower EIR in Culver City; Skyline Ranch EIR, a 1,200-unit residential development in northern Los Angeles County; Church of the Woods Draft EIR and Citrus Plaza Regional Mall Subsequent EIR for the County of San Bernardino; Metro Red Line, Mid-City Segment EIS/EIR; and the General Plan and Zoning Ordinance Update EIR for the City of Indian Wells. She also assisted in the preparation of the Draft and Final Subsequent EIR for Sunshine Canyon Landfill in the City and County of Los Angeles.

Ms. Shekell served as the Assistant Project Manager for a subsequent EIR for a Los Angeles Unified School District (LAUSD) East Valley High School 1B Addition Project and for an Initial Study/Draft Mitigated Negative Declaration for the Aspire Charter School Titan Campus in Huntington Park. In addition, she has worked on several Initial Studies including a mixed-use office project, a private beach club expansion, an electronic freeway message sign, and bus maintenance facilities. She has also assisted clients by conducting peer reviews of environmental documents prepared by others.

Specific Plans: Ms. Shekell assisted in the preparation of the San Emidio Specific Plan and Program EIR for an approximately 9,500-acre; 20,000-unit new town in Kern County. She also was involved in the preparation of an EIR, Specific Plan, and Mining Plan for Stevenson Ranch, a 10,000-unit residential development in Los Angeles County.
Heidi Rous, CPP, Principal, Director of Air Quality, Climate & Acoustics Services

Education
- B.S. Physics, California State Polytechnic University, Pomona, 1990

Permits/Certifications
- Certified Permitting Professional (CPP), Registered with South Coast Air Quality Management District, #B6027

Summary
Heidi Rous has 24 years of experience in permitting, compliance, air quality planning, training, emissions estimations, and special studies.

Ms. Rous has managed Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various State and federal environmental regulations including National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), RMPF, Cal ARP, AB2588, AB32, and Proposition 65. Ms. Rous has extensive expertise with all applicable modeling tools including ISCST, URBEMIS, HARP, DEGADIS, EMFAC, Cal3QHC, Caline4, and EDMS.

Ms. Rous has comprehensive experience with design and permitting of air pollution control devices, including Best Available Control Technology (BACT) determinations, emission credit (ERC and RECLAIM) assistance, Risk Management Plans, and other compliance services. She has authored Start-up, Shut-down, and Malfunction plans, and frequently supervises emissions and performance testing of new, modified, and demonstration units. She is highly skilled in quantifying, modeling, mitigating emissions from stationary and mobile sources, and meeting the required regulatory compliance under the CAA, CWA, CERCLA, RCRA, EPCRA, and related statutes.

Experience
CEQA, NEPA, and Environmental Assessments: Ms. Rous has authored numerous Air Quality, Human Health Risk, and Risk of Upset sections to Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Environmental Assessments (EA), and other special studies. Her clients have included Port of Los Angeles, Port of Long Beach, South Coast Air Quality Management District (SCAQMD), Port of Oakland, United States Environmental Protection Agency, Federal Aviation Administration, Federal Highway Administration, numerous municipalities, and all major branches of the Department of Defense.

Greenhouse Gas (GHG) / Global Climate Change: Ms. Rous has performed numerous greenhouse gas and global climate change analyses for projects involving mobile and stationary sources. Ms. Rous is currently performing technical analyses of GHG emissions for a number of transportation and development projects throughout Southern California. She worked closely with the Land Use Services Division of the County of San Bernardino to develop interim significance criteria and methodology to quantify GHG emission reductions, including defining "business as usual" and determining the efficacy of control measures to reduce emissions from mobile and stationary sources. In addition, she performed the GHG analysis for the proposed LAX Central Utility Plan Replacement project. The analysis included construction emissions of criteria and toxic air pollutants and GHGs, and the beneficial impact (net reduction) of project implementation, due to increased energy efficiency.

Health Risk Assessments and Offsite Consequence Analyses: Ms. Rous has managed or performed numerous HRAs and Offsite Consequence Analyses (OCAs) for a diverse range of clients and source types, including manufacturing, surface coating, metal plating, landfills, aggregate plants, refineries, ports, and bulk storage terminals. In addition, she performs the requisite HRAs for new school development for LAUSD and other districts that include quantification of the health risk posed from exposure to mobile sources such as freeways and train operations. She has performed OCAs for water supply and waste water treatment facilities, power plants, cold storage facilities, and chemical plants.

Permitting and Compliance: Ms. Rous has provided comprehensive planning and compliance services to numerous facilities in the energy and heavy manufacturing sectors. Specific experience includes permitting of new and modified facilities throughout California, especially within the SCAQMD jurisdiction, including refineries, cogeneration facilities, electrical production plants, steel rolling mills, metal plating operations, aerospace manufacturing, food production landfills, and wastewater treatment plants. Tasks include regulatory analyses, emissions inventories, AQIAs, HRAs, and BACT determinations.

Ms. Rous has prepared and negotiated permit applications, performed audits, assessed air quality impacts and HRAs for petrochemical and energy clients such as ARCO, British Petroleum, Chevron, Shell, Valero, Uneoal, Ultramar, Well Head Electric, Oklahoma Gas & Electric, and Southern California Edison. She has provided on-site compliance support (staff augmentation) at various times for ARCO and BP, and is familiar with all aspects of applicable health and safety requirements. With BP, Ms. Rous was responsible for GHG emission calculations, field surveys, and permitting of a new FCCU unit.

She has supported on-call permitting requests, such as review of Title V operating permits, completion of applications for authority to construct, case-by-case BACT determinations, and cost-effectiveness calculations.
**Education**
- B.S., Chemical Engineering (Environmental Emphasis), University of Southern California, Los Angeles, 2001
- Engineer-In-Training (EIT)

**Summary**
Everest Yan is an engineer with over 10 years of experience and a comprehensive knowledge of air quality and noise.

Mr. Yan has technical expertise conducting air impact analyses using emissions inventory models such as EMFAC, URBEMIS, OFFROAD, MOBILE6/MOVES and AP-42 Emission Factors. He also has extensive experience in performing roadway (mobile source) dispersion modeling using EDMS for airport operations, CALINE4/CAL3QHC for roadway emissions, ISCST3/AERMOD dispersion modeling for construction and operations, and health risk assessments using HARP.

In addition to performing mobile source emissions analyses, Mr. Yan has also performed extensive work for Caltrans' projects which include conformity analyses and air quality technical reports to calculate GHG emissions.

**Experience**

**Air Quality Analysis:** Mr. Yan has managed and performed air quality analyses for mobile source emissions for CEQA projects using CARB's EMFAC and EPA's MOBILE6/MOVES models. In addition to the standard tools, he has also created customized applications to perform analyses too complex for standard tools such as determining specific fleet mix for local segments of roadways based on vehicle size, temporal distribution and speed. Such tools are based on existing EMFAC methodology, using Caltrans Performance Measurement System (PeMS) data.

Mr. Yan also has experience in assisting with air quality monitoring in industrial and urban environments ranging from conducting fieldwork to data formatting and analysis.

Mr. Yan has performed health risk assessments (HRAs) for projects that may have the potential of placing sensitive uses near hazardous or carcinogenic emission sources such as roadways (diesel particulate) and industrial sources. Health Risk Assessments are performed using the most recent Office of Environmental Health Hazard Assessment (OEHHA) methodology and the Health and Air Research Program (HARP) risk assessment model.

He has performed air quality analyses required under CEQA for inclusion to technical sections of Mitigated Negative Declarations (MNDs) and Environmental Impact Reports (EIRs) for Westfield's Santa Anita and New Century Plan projects, and Gregory Canyon Landfill.

**Noise and Vibration Analysis:** In addition to his air quality fieldwork and reporting, Mr. Yan is responsible for noise measurement collection, processing noise/sound data, and modeling noise impacts at sensitive uses from roadway mobile sources as well as stationary construction sources for projects such as Getty Villa, Buckley School, and Gregory Canyon Landfill.

**Stormwater Monitoring:** Prior to joining PCR, Mr. Yan assisted in preparing reports and conducting training for stormwater monitoring. These reports include county-wide monitoring reports for ultimate submission to the Regional Water Quality Control Board (RWQCB), water quality monitoring standard operating procedures, and the training of RWQCB inspectors.

Mr. Yan has also conducted fieldwork involving wet and dry weather water sampling, and Quality Assurance/Quality Control (QA/QC) on water chemistry results. He performed QA/QC and assisted with the development of the Caltrans Statewide Stormwater Monitoring Database.
Alan Sako, SENIOR AIR QUALITY SCIENTIST

Education
- B.S., Atmospheric, Oceanic & Environmental Science, University of California, Los Angeles, 2001

Professional Affiliations
- Air & Waste Management Association
- U.S. Green Building Council, Los Angeles Chapter, LEED® Green Associate

Summary
Alan Sako has over 10 years of experience in preparing and managing air quality and climate change analyses, modeling emissions of air pollutants and greenhouse gases (GHGs), and performing ambient air quality impact analyses and health risk assessments for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. He is an expert at using current air pollutant dispersion modeling programs such as AERMOD, HARP, CAL3QHC, and CALINE4, as well as emissions models such as the California Emissions Estimator Model (CalEEMod) and the Urban Emissions (URBEMIS) model. Mr. Sako has also worked on numerous air quality permitting and compliance projects, and emissions inventories for residential, commercial and industrial projects. He has also worked with the Port of Long Beach on diesel emission reduction strategies and air pollutant monitoring projects.

In addition to Mr. Sako’s extensive air quality and GHG experience, he is experienced in acoustical/noise modeling, and has conducted noise analyses using Federal Highway Administration (FHWA) noise models and the three-dimensional noise propagation model SoundPLAN. He is also experienced in hazardous materials issues and has authored hazardous materials business plans (HMBPs), risk management plans (RMPs), and offsite consequence analyses (OCAs) for hazardous substances.

Experience
Air Quality and Greenhouse Gas Analysis: Mr. Sako has conducted numerous air quality and GHG analyses that have withstood legal and public scrutiny for a variety of residential, commercial, industrial, institutional, and infrastructure projects. He is experienced in providing emissions modeling, dispersion modeling, ambient air quality impact assessments (AQIAs), and GHG efficiency and “business as usual” calculations for projects throughout California. Representative projects include the Gregory Canyon Landfill project in San Diego County, the Travertine Ranch Specific Plan EIR located near the Salton Sea, the Newhall Ranch EIR/EIS in the Santa Clarita Valley, the Yorba Linda Town Center Specific Plan EIR and Housing Element EIR, and several projects in Marina del Rey including the Neptune Marina/Woodfin Suites Hotel EIR. He has also conducted numerous air quality and GHG analyses for stationary source and land use projects schools, universities, and institutional uses including, the Masters College in Santa Clarita, Loyola Marymount University, California State University East Bay Hayward, the University of California (Riverside, Santa Cruz, Davis, and Merced), and the UC Davis School of Medicine in Sacramento. Mr. Sako has assessed air quality and GHG impacts for projects at the Lawrence Berkeley National Laboratories (LBNL) including the Solar Energy Research Center (SERC) project, which focused on energy-related emissions, and is currently working on an air quality and GHG analysis for the proposed Los Angeles World Airports West Maintenance Airfield Area Project.

Health Risk Assessments and Risk Management Plans: Mr. Sako has performed health risk assessments (HRAs) for a wide range of projects, clients, and emission sources, such as short- and long-term construction activities, industrial facilities, gas turbines/power generating equipment, and diesel trucks/transportation refrigeration units (TRUs). He is also experienced in assessing impacts on sensitive receptors (e.g., new residential developments) locating near existing sources of emission, such as freeways. His representative project experience includes the Huntington Library Education and Visitor Center Project and Newhall Ranch Specific Plan EIR/EIS (both included construction HRAs), a Wal-Mart Distribution Center project in Barstow (diesel truck emissions), a proposed school facility adjacent to State Route 23 in Ventura County, a proposed multi-family residential project adjacent to State Route 91 in Yorba Linda, and a proposed aggregate mining expansion project in Sacramento County. He is currently working on a HRA for the ASCON landfill site in the City of Huntington Beach. In addition, Mr. Sako has developed RMPs and Offsite Consequence Analyses (OCAs) for anhydrous ammonia at the Wellhead Electric Company power facility in Panoche, California and the Tapa Water Reclamation Facility near Calabasas.

Air Quality Permitting and Compliance: Mr. Sako has provided air quality support for Wellhead Electric Company (WEC). He has conducted an Ambient Air Quality Impact Analysis and HRA for a new WEC “peaker” power plant in Colton, California. The client proposed to install a gas turbine unit to produce electricity during periods of peak electrical demand under a contract with Southern California Edison. He assisted with completing the South Coast Air Quality Management District (SCAQMD) Authority to Construct permit for the facility. In addition, he assisted with the preparation of Title V permits for wineries in the San Joaquin Valley and for Tinker Air Force Base in Oklahoma.

Noise and Vibration Analysis: Mr. Sako has conducted a number of noise and vibration studies. Representative project experience includes the Huntington Library Education and Visitor Center project in San Marino with particular emphasis on noise from a loading dock and loudspeaker system and a rail noise impact assessment for the Vista Canyon Transit-Oriented Development project in Santa Clarita that included the construction and operation of a proposed Vista Canyon Metrolink Station. Mr. Sako also provided key support for a noise analysis for the Gregory Canyon Landfill project in San Diego County.
Kyle H. Kim, Ph.D., SENIOR ENGINEER

Education
- B.E., Building Equipment System, Kyungwon University, Korea, 1995 (Mechanical Engineering equivalent degree)

Professional Affiliations
- Member, Institute of Noise Control Engineering
- Member, Acoustical Society of America

Summary
Kyle Kim has over 12 years of professional and academic experience in architectural and environmental acoustical consulting for corporate and office buildings, schools, medical facilities, religious institutions, residential, airports, entertainment groups, recording studios, recycling facilities, wireless facilities, and hotels.

Dr. Kim has extensive experience conducting and designing sound wall analyses, noise analyses, sound isolation, transportation analysis, and noise control for a variety of projects throughout the United States. He has designed specifications for mechanical systems and conducted noise assessments for aircraft noise, gunshot noise, traffic noise, and design response. Dr. Kim also specializes in architectural acoustics including room and building acoustics, reverberation measurements, data analysis, and heating, ventilation and HVAC systems. He has used IvcI PC40, B&K 2236 and 2260; Larson-Davis 2800; and RION LN-27 to conduct noise analyses.

Experience
General Real Estate Acoustical Analyses: Dr. Kim has performed environmental acoustics analyses for numerous projects in Southern California and throughout the United States. His general real estate project experience in Los Angeles includes the Getty Villa Outdoor Theater, Hollywood Palladium, The New Century Plan in the Century City community, The Wilshire Gayley project in the Westwood community, and Loyola Marymount University Community Noise Study. Additional real estate programs for which he prepared noise studies include the Point View Master Use Plan MND in Rancho Palos Verdes; the Huntington Library, Art Collection & Botanical Gardens Entry Project EIR; the Huntington Memorial Hospital EIR, the Grey Oaks Subdivision; Coronado at Gulf Harbor; and the Crestavilla Senior Housing MND in Laguna Niguel. Beyond preparing noise assessments, for the Harveston-Emery II residential development in Temecula, Dr. Kim developed building shell design modifications to reduce exterior noise levels in residential units.

Infrastructure Acoustical Analyses: In addition to his general real estate experience, Dr. Kim has an impressive portfolio of infrastructure-related projects ranging from a single cell tower to an expansive landfill. He has completed peer reviews of Noise Study Report of I-215 HOV Gap Closure Project and Noise Abatement Decision Report of I-15/I-215 Interchange Improvements Project under PCRC’s on-call arrangement with the San Bernardino Associated Governments. Under an on-call contract to the City of Los Angeles Department of Public Works, he prepared the noise study to address the proposed Cesar Chavez Roundabout Improvement Project; under contract to the Hyatt Regency, he assessed traffic noise to design a sound wall for the hotel in response to the SR-60 Road Widening project in Florida. Dr. Kim also prepared the noise studies to support the Environmental Impact Statement for the proposed Gregory Canyon Landfill in Northern San Diego County, and the Town of Mammoth Lakes Trails Master Plan EIR. Additional projects include the Recycling Facility noise study for Republic Compton and the East L.A. Recycling and Transfer Station, the Verizon Wireless Facility noise study in Monrovia, and Expo Line noise studies for the MAXM Theater, Lantana Campus, and 1809 Olympic Boulevard Recording Studio projects.

Entertainment & Special Uses Acoustical Analyses: Dr. Kim has been called upon to address acoustics and mitigation design for a variety of entertainment and special uses. His experience includes the Disney Beach Club Villas Noise Study, the Ybor City Noise Ordinance, the Noise Impact Study regarding Bike Week in Daytona Beach, the Okinawa Camp Noise Study, and the Federal Law Enforcement Training Center Firing Ranges Noise Study. In addition, Dr. Kim suggested mitigation measures to minimize the impacts of noise from a variety of new roller coasters and an outdoor theater at Fantasy Harbor Theme Park in South Carolina on adjacent residential and commercial properties.

Architectural Acoustics Analyses: Dr. Kim has performed architectural acoustics analyses such as noise isolation and noise control for projects including the Symantec Office Development in Culver City, the Beverly Wilshire Office Building, Capital Group Long Beach, and Coldwell Banker in West Los Angeles. Under contract to the Los Angeles Unified School District, he analyzed the effects of noise emitted from a train passing a new school, conducted acoustical studies for the school’s multipurpose rooms and provided the District with suggestions for mitigation strategies. In addition, he has provided sound isolation design services for HVAC systems for the Veterans Administration chapel in Los Angeles.

Kyle Garcia, SENIOR ARCHAEOLOGIST

Education
- M.A., Anthropology (Archaeology Option), California State University Los Angeles, In Progress
- B.A., Anthropology, (Physical/Biological Emphasis), University of California, Santa Barbara, 2004

Registrations/Certifications
- Riverside County Registered Archaeologist #202
- 40-Hour HAZWOPER Training – Update, 2013

Continuing Education
- Cultural Resources Orientation & Professional Development Seminar, County of Riverside, 2011
- Introduction to Professional Practice under Section 106 of the National Historic Preservation Act (NHPA), 2009
- Cultural Resources Protection Under CEQA and Other Legislative Mandates, UCLA Extension, 2008
- Riverside County Archaeology and Cultural Sensitivity Training Program, 2007
- The Art and Science of Flintknapping, California State University, San Bernardino, College of Extended Learning, 2007

Professional Affiliations
- Society for American Archaeology
- Society for California Archaeology
- Pacific Coast Archaeological Society

Summary
Kyle Garcia has over 10 years of professional experience in the archaeology and prehistory of California. Mr. Garcia is knowledgeable about archaeological resources in coastal, interior, and island settings. He specializes in faunal analysis and has worked in faunal laboratories at UCSC and the Santa Barbara Museum of Natural History.

Mr. Garcia has evaluated historic and prehistoric archaeological resources for listing in the National Register of Historic Places and the California Register of Historical Resources, conducted agency and Native American consultation, conducted and supervised all aspects of archaeological fieldwork (pedestrian surveys, testing and evaluation excavations, and construction monitoring) and laboratory processing (sorting, identification, cataloging, and analysis), conducted numerous record searches at the regional Information Centers across the State, and authored or co-authored more than 330 technical reports and sections in support of various levels of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents.

Experience
Mr. Garcia has contributed his services and archaeological expertise to projects subject to requirements of CEQA, Section 106 of the NHPA, NEPA, and other federal, State, and local regulations. These projects included energy, infrastructure, utility, residential, commercial, mixed-use, schools, parks, trail systems, and urban redevelopment serving a variety of public and private sector clients throughout California and Arizona. Mr. Garcia has conducted archaeological work in Los Angeles (including Santa Catalina Island), San Bernardino, Orange, Riverside, San Diego, Kern, Santa Barbara, Monterey, Mono, Inyo, and San Joaquin counties. In addition to his archaeological work, Mr. Garcia has been cross-trained in paleontological mitigation monitoring and assisted in the excavations of a Miocene whale fossil near Irvine, California.

General Project Experience: Mr. Garcia has extensive experience in dealing with projects with a large number of archaeological resources. His large-scale surveys include a pedestrian survey and site recording of more than 200 historic and prehistoric archaeological resources as part of a Class III Inventory on an approximately 11,000-acre portion of the La Osa Ranch Project site in Pinal County, Arizona; and he directed the 1,400-acre field survey and the successful site recording of over 150 prehistoric and historic archaeological resources per the Section 106 Process for a confidential project in Riverside County. He also served as Deputy Project Manager for the approximately 240-acre Archaeological Treatment & Restoration Plan for The Cove project that was subject to Section 106, where he performed the field survey, Native American consultation, prepared the final report, and supervised the thorough recordation and documentation of over 350 significant artifacts which included artifact photography and illustrations.

Energy Projects: He is well-versed in the potential effects of energy production projects on California Archaeology through his service as an on-call consultant to Southern California Edison (SCE) where he has served as the Project Director and Manager for over 100 SCE projects and managed SCE purchase order contracts in excess of $1.5M. These projects were subject to requirements of CEQA, Section 106 of the NHPA, and other local ordinances. These projects included deteriorated pole replacements, conduit and vault installations, distribution circuit installations, and emergency on-call archaeological survey and monitoring services for SCE property during southern California wildfires. Mr. Garcia not only managed the budget and supervised the work but he also conducted most of the record searches, surveys, report writing, site recordation, and client/agency coordination for these projects. These projects also entailed rapid response services including close-interval surveys, construction monitoring, and sensitivity assessments for SCE property in areas damaged by the wildfires.

Peer Reviews: Mr. Garcia is often sought after to conduct Peer Review services of controversial projects across southern California. These reviews include environmental documentation for the Needles Highway Safety Realignment Project for the County of San Bernardino Department of Public Works and various infrastructure projects for Caltrans/San Bernardino Associated Governments.
Education
- J.D., Creighton University School of Law, Omaha, Nebraska, 1981
- B.A., History/Fine Arts, University of Notre Dame, South Bend, Indiana, 1978

Summary/Experience
Terrence Keelan has over 22 years experience as an administrator and nine years of experience as a publications supervisor. Mr. Keelan manages electronic production and reproduction of documentation for projects involving tens of thousands of pages and hundreds of documents requiring integration of electronic files in multiple formats.

Mr. Keelan is an expert in the Microsoft Office Suite of products, Word, Excel, PowerPoint, Outlook, and Access, and in creating and manipulating files in portable document format (PDF).

Mr. Keelan also has expertise in the WordPerfect suite (WordPerfect, Quattro Pro), the Lotus Suite, Visual Basic for Application (VBA) programming, and HTML.

Mr. Keelan's history in the legal and consulting fields, in handling multiple projects simultaneously, and his work with a broad range of text, spreadsheet and database applications, has required him to successfully resolve a wide-variety of production, formatting, and file and data conversion problems.

Mr. Keelan has additional expertise as a Help Desk operator in a variety of applications suites and in all versions of the Windows operating system.
Greg Spalek, ASSOCIATE PRINCIPAL, DIRECTOR OF GRAPHIC AND TECHNOLOGY SERVICES

Education
- B.A., Environmental Studies/Geography, University of California, Los Angeles, 1995

Summary
Greg Spalek has over 18 years of diverse experience managing projects and conducting visual media for all computer modeling, illustration, internet and electronic media publishing, digital mapping with Computer Aided Drafting and Design (CAD), and Geographic Information Systems (GIS). His areas of expertise are technology solutions, shade/shadow impact analysis, GIS analysis, and interactive media such as internet applications. Mr. Spalek has conducted GIS analyses for complex planning and environmental issues, including demographic, land use, and environmental justice issues. He has knowledge of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) assessment methodologies, and his educational background is in environmental studies, with focus on technology mapping and the use of GIS in environmental applications.

Experience
Graphics, GIS and Design: Mr. Spalek prepared graphic and mapping materials for all phases of environmental impact report and/or statement (EIS/EIR) for the following key projects: Academy Museum of Motion Pictures; Palladium Residences; Huntington Library; Westfield Shopping Centers-multiple sites; Washington Square; Wilshire Gayley; Los Angeles Airport (LAX) Master Plan (EIS/EIR); USC Health Sciences Center EIR; Harvard Westlake Middle School Modernization Project; Grand Avenue; Sunset Millennium for the City of West Hollywood; Santa Monica Downtown Parking; Villa Marina Mixed Use Project; Village at Playa Vista; Universal City Specific Plan; and the Los Angeles Sports and Entertainment District, now known as L.A. Live.

Final products have included site plans, land use and many other thematic maps, technical illustrations, shade/shadow impact studies or solar reports, and various visual simulations. Greg is also responsible for creation of the internet content and multimedia CDs to increase the public participation and document accessibility and availability. His technology solutions bring the public agencies to a paperless environment.

Technology/Network Experience and Internet Applications: Mr. Spalek is highly proficient with many software/hardware platforms in both server and client environments. He provides all in-house database solutions for client and internal needs such as Microsoft SQL and Access. His solutions offer efficient use of mobile technology for remote sites. He is well versed in many graphic design and desktop publishing packages, including Adobe Photoshop and Creative Suite applications and Dreamweaver. He is also knowledgeable with several GIS and CAD programs, including ESRI’s ArcView/GIS, SketchUp Pro, Vector Works, and AutoCAD 2012.

Special Projects: Mr. Spalek designed the support graphics for the Los Angeles Citywide CEQA Technical Guide, which acts as a matrix for all of city of Los Angeles environmental review projects. He also created the first online environmental documentation for the city of Los Angeles with L.A. Sports and Entertainment District EIR, the city of Long Beach with Douglas Park EIR, the city of West Hollywood with Sunset Millennium EIR, and the city of Carson with Marketplace EIR.

Presentation Graphics: Mr. Spalek has prepared numerous presentations for highly sensitive projects including legal exhibits, and public support promotional materials. He manages a team of designers for all the preparation and organization of various visual media and support materials including corporate materials, and internet application solutions.
AGENDA DESCRIPTION:

Consideration and possible action regarding awarding a contract to Spec Construction Co., Inc. for construction at twenty-seven (27) homes related to Project No. RSI 14-04 (Group 54 of the City’s Residential Sound Insulation Program)

(Estimated construction costs: Not to exceed $622,764)

RECOMMENDED COUNCIL ACTION:

1. Waive minor irregularities in the bid from Spec Construction Co., Inc.
2. Award a contract to Spec Construction Co., Inc. for project RSI 14-04 (Group 54);
3. Authorize the City Manager to execute a contract in a form approved by the City Attorney; and/or
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Bid Log
2. Bidder’s Proposal and Statements submitted by Spec Construction Co., Inc.

FISCAL IMPACT: Included in Adopted Budget

- **Amount Budgeted:** $12,000,000.00
- **Additional Appropriation:** N/A
- **Account Number(s):** 116-400-0054-8960 (RSI Program Construction)

PREPARED BY: James O’Neill, Program Manager

REVIEWED BY: Sam Lee, Director of Planning and Building Safety

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On June 25th, 2014 the City Clerk’s office opened bids for Project RSI 14-04 (Group 54 of the City’s Residential Sound Insulation (RSI) Program). Six (6) bids were submitted, and the results are as follows:

- Spec Construction Co., Inc. $ 566,149.00
- Karabuild Development, Inc. $ 569,915.00
- Big West Construction Corporation $ 573,650.00
- Professional Services Construction $ 672,843.00
- DRP National, Inc. $ 721,750.00
- Harry H. Joh Construction $ 798,693.00

With the exception of some minor irregularities, the bid submitted by Spec Construction Co., Inc. ("Spec Construction") appears responsive.
In an abundance of caution, staff recommends that the following item be identified as a minor irregularity and waived by the City Council:

1. The Bidder’s Bond submitted by Spec Construction Co., Inc. does not specify a dollar amount in words or figures, but rather lists "10% percent of Bid."

The bond error can be easily remedied without giving Spec Construction an economic advantage, and therefore staff recommends that the City Council waive this minor irregularity.

The amount requested for the contract is $622,764 which represents the amount of the bid submitted by Spec Construction Co., Inc. ($566,149.00) and an additional 10% for contingencies.

Construction is scheduled to start on November 10th, 2014 and complete by December 22nd, 2014, with Contractor Site Evaluations scheduled for August 18th – 22nd.
CITY OF EL SEGUNDO  
BID/RFP LOG  
BID NO. #RSI 14-04  
City of El Segundo  
Residential Sound Insulation Group 54

**Date of Bid Opening:** Wednesday, June 25, 2014  
**Time of Bid Opening:** 11 A.M.  
**Place of Bid Opening:** City Clerk’s Office

<table>
<thead>
<tr>
<th>COMPANY NAME/ADDRESS</th>
<th>Total Bid Amount</th>
</tr>
</thead>
</table>
| 1. Spec Construction Co., Inc  
1870 S. Carlos Ave.  
Ontario, CA 91761 | $566,149.00 |
| 2. Karabuild Development, Inc.  
17337 Ventura Blvd., #215  
Encino, CA 91316 | $569,915.00 |
| 3. Harry H. Joh Construction  
7303 Somerset Blvd.  
Paramount, CA 90723 | $798,693.00 |
| 4. DRP National, Inc.  
216 S. Citrus St., #250  
West Covina, CA 91791 | $721,750.00 |
| 5. Professional Services  
Construction, Inc.  
17609 Ventura Blvd., Ste. 218  
Encino, CA 91316 | $672,843.00 |
| 6. Big West Construction Corp.  
15331 Normandie  
Irvine, CA 92604 | $573,650.00 |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

Staff Present:  
- Cathy Brennan, City Clerk's Office  
- City Clerk's Office  
- RSI, Representative

FORMS/BID/OPENLOG1

162
To the Mayor and City Council  
City of El Segundo  
350 Main St.  
El Segundo, CA 90245

I declare, under penalty of perjury, that I have carefully examined, become familiar with, and understand all of the requirements of the Contract Documents and conditions under which the Work must be performed, including the City of El Segundo’s current Municipal Code, and am fully informed as to all conditions and matters which can in any way affect the Work or its cost, and agree to the following:

To perform all Work in strict conformity with the requirements of the Contract Documents for  
Project Number RSI 14-04  
“Residential Sound Insulation Program – Group 54”

at the following lump sum price:

<table>
<thead>
<tr>
<th>RSI ID</th>
<th>Property Address</th>
<th>Description</th>
<th>RSI Improvement</th>
<th>Owner Upgrades</th>
<th>Property Sub-Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>54.01</td>
<td>1010 East Imperial Ave # 1</td>
<td>RSI Improvements</td>
<td>$25,086</td>
<td></td>
<td>$25,086</td>
</tr>
<tr>
<td>54.02</td>
<td>1010 East Imperial Ave # 2</td>
<td>RSI Improvements</td>
<td>$19,049</td>
<td></td>
<td>$19,049</td>
</tr>
<tr>
<td>54.03</td>
<td>1010 East Imperial Ave # 3</td>
<td>RSI Improvements</td>
<td>$22,010</td>
<td></td>
<td>$22,010</td>
</tr>
<tr>
<td>54.04</td>
<td>1010 East Imperial Ave # 4</td>
<td>RSI Improvements</td>
<td>$28,479</td>
<td></td>
<td>$28,479</td>
</tr>
<tr>
<td>54.05</td>
<td>1010 East Imperial Ave # 5</td>
<td>RSI Improvements</td>
<td>$19,911</td>
<td></td>
<td>$19,911</td>
</tr>
<tr>
<td>54.06</td>
<td>1010 East Imperial Ave # 6</td>
<td>RSI Improvements</td>
<td>$22,959</td>
<td></td>
<td>$22,959</td>
</tr>
<tr>
<td>54.07</td>
<td>620 East Imperial Ave # 1</td>
<td>RSI Improvements</td>
<td>$20,199</td>
<td></td>
<td>$20,199</td>
</tr>
<tr>
<td>54.08</td>
<td>620 East Imperial Ave # 2</td>
<td>RSI Improvements</td>
<td>$18,014</td>
<td></td>
<td>$18,014</td>
</tr>
<tr>
<td>54.09</td>
<td>620 East Imperial Ave # 3</td>
<td>RSI Improvements</td>
<td>$18,934</td>
<td></td>
<td>$18,934</td>
</tr>
<tr>
<td>54.10</td>
<td>620 East Imperial Ave # 4</td>
<td>RSI Improvements</td>
<td>$18,244</td>
<td></td>
<td>$18,244</td>
</tr>
<tr>
<td>54.11</td>
<td>620 East Imperial Ave # 5</td>
<td>RSI Improvements</td>
<td>$18,474</td>
<td></td>
<td>$18,474</td>
</tr>
<tr>
<td>54.12</td>
<td>620 East Imperial Ave # 6</td>
<td>RSI Improvements</td>
<td>$18,244</td>
<td></td>
<td>$18,244</td>
</tr>
<tr>
<td>54.13</td>
<td>620 East Imperial Ave # 7</td>
<td>RSI Improvements</td>
<td>$18,474</td>
<td></td>
<td>$18,474</td>
</tr>
</tbody>
</table>

Bidding Form Appendix B-01 Last Modified: January 23, 2014  
Bidder’s Proposal and Statement
<table>
<thead>
<tr>
<th>RSI Improvement</th>
<th>Owner Upgrades Total Bid (Contract Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54.14 620 East Imperial Ave # 8 RSI Improvements</td>
<td>$18,244</td>
</tr>
<tr>
<td>54.15 620 East Imperial Ave # 9 RSI Improvements</td>
<td>$18,474</td>
</tr>
<tr>
<td>54.16 1649 East Maple Ave Unit 1 RSI Improvements</td>
<td>$23,131</td>
</tr>
<tr>
<td>54.17 1649 East Maple Ave Unit 2 RSI Improvements</td>
<td>$23,959</td>
</tr>
<tr>
<td>54.18 1649 East Maple Ave Unit 3 RSI Improvements</td>
<td>$22,959</td>
</tr>
<tr>
<td>54.19 1649 East Maple Ave Unit 4 RSI Improvements</td>
<td>$20,601</td>
</tr>
<tr>
<td>54.20 1649 East Maple Ave Unit 5 RSI Improvements</td>
<td>$20,024</td>
</tr>
<tr>
<td>54.21 1649 East Maple Ave Unit 6 RSI Improvements</td>
<td>$22,780</td>
</tr>
<tr>
<td>54.22 1653 East Maple Ave Unit 1 RSI Improvements</td>
<td>$22,171</td>
</tr>
<tr>
<td>54.23 1653 East Maple Ave Unit 2 RSI Improvements</td>
<td>$22,499</td>
</tr>
<tr>
<td>54.24 1653 East Maple Ave Unit 3 RSI Improvements</td>
<td>$22,269</td>
</tr>
<tr>
<td>54.25 1653 East Maple Ave Unit 4 RSI Improvements</td>
<td>$19,681</td>
</tr>
<tr>
<td>54.26 1653 East Maple Ave Unit 5 RSI Improvements</td>
<td>$19,451</td>
</tr>
<tr>
<td>54.27 1653 East Maple Ave Unit 6 RSI Improvements</td>
<td>$22,321</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RSI Improvement Subtotal</th>
<th>$516,149</th>
<th>Total Bid Contract Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Upgrades Subtotal</td>
<td>$0</td>
<td>$516,149</td>
</tr>
</tbody>
</table>

Total Bid (Contract Sum)

$5,166,149.00

In case of discrepancy between the words and figures, the words must prevail.

Bidding Form

Appendix B-01

Bidder’s Proposal and Statement

Last Modified: January 23, 2014
City of El Segundo
Residential Sound Insulation Program

RSI 14-04 (Group 54)

Contractor Representative:  

Signature:  

Date: 6-24-14

Jasen DeLaFosse  
Name (printed or typed)

Title:  Vice President

Contractor's State License Number:  419626

Name of Firm:  Spec Construction Co., Inc.

License Expiration Date:  8-30-15

Address:  1870 S. Carlos Ave.

Ontario, CA 91761

Telephone Number:  909 - 947 - 4601

Type of Entity:  □ Sole Proprietorship  □ Partnership  □ Corporation*  □ Other

* If Corporation, evidence of authority to sign must be attached

* See Attached
AGENDA DESCRIPTION:

Consideration and possible action regarding a request from Broadway in the Park to waive fees for City resources and staff time associated with their theatre festival to be held on August 2 – 11, 2014 at the Recreation Park Softball Field. (Fiscal Impact: $2,751.66)

RECOMMENDED COUNCIL ACTION:

1. Approve/Deny the request from Broadway in the Park to waive fees for City resources and staff time associated with their theatrical event.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Request letter from Broadway in the Park
2. Broadway in the Park Vision Statement
3. Broadway in the Park Donation Information
4. Event Site Plan
5. Estimated fees for City resources and staff

FISCAL IMPACT: $2,751.66

| Amount Budgeted: | $ 0.00 |
| Additional Appropriation: | $275.00 Recreation Staff (001-400-5201-4102) |
| | $163.66. Public Works Staff (001-400-4202-4103) |
| | $2,000.00 Field Reservation (001-300-0000-3879) |
| | $178.00 Banner Permit (001-300-0000-3804) |
| | $135.00 Amplified Sound Permit (001-300-0000-3801) |

PREPARED BY: Jackie Day, Administrative Specialist
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

In previous years, fees for Broadway in the Park’s theatre festival at Recreation Park Softball Field have been waived as a part of the Special Event Fee Waiver list approved by City Council, which expired at the end of 2013.

At the December 3, 2013 City Council meeting an agenda item was presented before City Council for discussion and action for the continuation or revision of waived fees associated with special events that have previously been granted fee waivers. At that time, City Council formed a Subcommittee to review the process of waiving fees and to make recommendations regarding the extent to which fees will be waived going forward. The Subcommittee has not yet finalized a recommendation on this item.

Broadway in the Park has completed and submitted the required City of El Segundo Special Event Use Permit Application for the use of Softball Field and has requested the City to provide the following:
- 16 Tables
- 100 Chairs
- 2 Canopies

The total fiscal impact of the event is $2,751.66, which includes $438.66 for staff, $2,000.00 for facility reservation fees, $178.00 banner permit fee, and $135.00 amplified sound permit fee.

While there is not an established fee structure for the use of City equipment, staff estimates the value of the requested City property for this event to be $360.20.
El Segundo City Council
350 Main Street
El Segundo, CA 90245

Dear Members of the Council:

Broadway In The Park is proud to celebrate our fifth season as an annual El Segundo tradition, presenting low-cost performances to local families each summer. We are incredibly thankful for the support the City of El Segundo has shown us the last several years. As a volunteer-driven program that operates at break-even (or at a loss) each year, we are grateful for the fee waivers put into place by the Council in 2011, allowing us to survive the recession and reach more community members each year.

We are especially proud of our community outreach programs. This marks the fourth consecutive year our program will be donating 10% of our gate sales to support arts education in our schools and to worthy non-profits. We are also excited to continue our Ticket Scholarship program, donating over 500 tickets to under-served youth and families throughout the South Bay.

We are appealing to the City and to the Council to extend our fee waivers for the use of the field and for our City permits. These vital savings keep our program alive; a sharp increase of fees threatens to wipe out our outreach programs and possibly even our event altogether. We take pride in being a self-sustaining event. We do not require City labor to run Broadway In The Park and plan to continue paying directly for any extra costs the City incurs on our behalf, including overtime staff hours (opening and closing the field) and field renovation fees.

Again, thank you and the City staff for supporting our program these past several years. We appreciate you and look forward to continuing a great relationship with the City as we build a brighter future for the arts in our community. Thank you for your time and consideration and please don't hesitate to call with any questions or concerns – (310) 529-4911.

Sincerely,

Jeff Cason
Executive Producer
VISION STATEMENT

Broadway In The Park is about the performing arts and the power it has to stir the soul. It's a place where you don't have to be educated, fancy, or high brow. It's art for the common man. A place where kids can experience theatre for the first time without having to pretend to be a 'grown up'. Where men don't have to wear slacks and women don't have to wear heels.

Broadway In The Park is the proverbial town square where the whole town gathers once a year for that box social you wouldn't dream of missing out on. It's at once nostalgic and new. You go because you know you're going to see old friends, you might possibly meet some new ones, but either way you are going to experience something that is totally out of the ordinary with them by your side.

Broadway In The Park presents storytelling in its most visceral form. Professional and local actors onstage who take you on an emotional journey, and dazzle you with song and movement along the way. It's enjoying the classics from the musical theatre canon, our uniquely American contribution to the arts, presented with visual and creative flair that makes it feel as though it's the first time you've ever seen the show.

Broadway In The Park is an experience that engages all five senses. The smell of buttered popcorn as attendants in red hats serve them to kids and adults alike, and the taste of a delicious three-course picnic. The sound of barbershop quartets singing love songs to couples picnicking on the grass. Bright colors of banners strung high, popcorn lights that twinkle above peoples heads, and rippling flags that wave in the breeze. The feel of a warm blanket wrapped around you as you sit on the cool grass.

Broadway In The Park believes in the power of community. It provides a platform for emerging performers to make their debut to the world, and introduces audiences to new cultures and artistic styles. It honors the value of arts education and gathers resources to make sure that future generations have an opportunity to fall in love with the arts, just as we have.

The arts have the power to transform lives. And every man, woman, and child deserves a chance to have this experience. Let's awaken the collective soul in our community. This is our vision for the future.
HOW YOUR DONATION MAKES A DIFFERENCE AT BROADWAY IN THE PARK

BROADWAY IN THE PARK IS ALL ABOUT ART FOR THE COMMON MAN. A PLACE WHERE KIDS CAN EXPERIENCE THEATRE FOR THE FIRST TIME WITHOUT HAVING TO PRETEND TO BE 'GROWN UP,' WHERE MEN DON'T HAVE TO WEAR SLACKS AND WOMEN DON'T HAVE TO WEAR HEELS. IT ALL ABOUT MAKING THE ARTS ACCESSIBLE AGAIN.

FAMILY-FRIENDLY SHOW
A BIG NAME BROADWAY MUSICAL WITH PROFESSIONAL ACTORS, OVER THE TOP DANCING AND SINGING, AND PLENTY OF SPECTACLE

COMMUNITY PRE-SHOW
DIVERSE GROUPS FROM ALL OVER LOS ANGELES SHOWCASE THEIR TALENT ON OUR STAGE BEFORE THE MAIN EVENT

CHARITY PARTNERS
WE SPONSOR LOCAL CHARITIES THAT PROMOTE ARTS EDUCATION FOR KIDS: GIVING THEM 10% OF OUR GATE SALES

FESTIVAL ATMOSPHERE
POP CORN LIGHTS STRUNG OVERHEAD, RAGTIME MUSIC SOFTLY PLAYING, GAMES FOR KIDS, AND ROAMING CHARACTERS WHO INTERACT WITH GUESTS ON THE FIELD

DISCOUNTED TICKETS
40% OFF FOR CHILDREN UNDER 16 AND FREE FOR CHILDREN UNDER 5

TICKET SCHOLARSHIPS
500 FREE TICKETS FOR DISADVANTAGED CHILDREN AND FAMILIES IN THE SOUTH BAY

PICNICS ON THE GRASS
HEALTHY AND TASTY BOX DINNERS FOR THE WHOLE FAMILY TO ENJOY
## 2014 Broadway in the Park

### Estimated City Staff Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation Staff</td>
<td>$275.00</td>
</tr>
<tr>
<td>5 hrs. x $25.00 = $125.00</td>
<td></td>
</tr>
<tr>
<td>4 hrs. x $30.00 = 120.00</td>
<td></td>
</tr>
<tr>
<td>Public Works Staff</td>
<td>$163.66</td>
</tr>
<tr>
<td>Lead Worker: 2 hrs. x 47.33 = $94.66</td>
<td></td>
</tr>
<tr>
<td>Maint. Worker: 2 hrs. x $34.50 = $69.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$438.66</strong></td>
</tr>
</tbody>
</table>

### Established City Fees

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Softball Field Rental Fee</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>80 hrs. x $25.00 hr.</td>
<td></td>
</tr>
<tr>
<td>Amplified Sound Permit</td>
<td>$135.00</td>
</tr>
<tr>
<td>Banner Permit</td>
<td>$178.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,313.00</strong></td>
</tr>
</tbody>
</table>

### Estimated Value

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 Tables: $7.90 each</td>
<td>$126.40</td>
</tr>
<tr>
<td>100 Chairs: $.80 each</td>
<td>$80.00</td>
</tr>
<tr>
<td>2 Canopies: $40.00 each</td>
<td>$80.00</td>
</tr>
<tr>
<td>Public Works Truck</td>
<td>$53.80</td>
</tr>
<tr>
<td>Posting</td>
<td>$20.00</td>
</tr>
<tr>
<td>Event posted on City website</td>
<td>No Chg</td>
</tr>
<tr>
<td>El Segundo TV coverage</td>
<td>No Chg</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$360.20</strong></td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated City Staff Charges</td>
<td>$438.66</td>
</tr>
<tr>
<td>Established City Fees</td>
<td>$2,313.00</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>$360.20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,111.86</strong></td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:
Consideration and possible action regarding a request from the El Segundo Rotary Club to waive fees for City resources and staff time associated with their Movie in the Park to be held on August 2, 2014 at Chevron Park. (Fiscal Impact: $6,862.28)

RECOMMENDED COUNCIL ACTION:
1. Approve/Deny the request from the El Segundo Rotary Club to waive fees for City resources and staff time associated with their Movie in the Park event.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Estimated Fees for City resources and staff

FISCAL IMPACT: $6,862.28.

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$ 0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>$ 1,052.60 Police Department Staff (001-400-3102-4102)</td>
</tr>
<tr>
<td></td>
<td>$ 5,329.60 Police Department Staff (001-400-3104-4103)</td>
</tr>
<tr>
<td></td>
<td>$ 302.08 Public Works Staff (001-400-4202-4103)</td>
</tr>
<tr>
<td></td>
<td>$ 178.00 Banner Permit (001-300-0000-3804)</td>
</tr>
</tbody>
</table>

PREPARED BY: Jackie Day, Administrative Specialist
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
In previous years, fees for the El Segundo Rotary Club’s Movie in the Park at Chevron Park have been waived as a part of the Special Event Fee Waiver list approved by City Council, which expired at the end of 2013.

At the December 3, 2013 City Council meeting an agenda item was presented before City Council for discussion and action for the continuation or revision of waived fees associated with special events that have previously been granted fee waivers. At that time, City Council formed a Subcommittee to review the process of waiving fees and to make recommendations regarding the extent to which fees will be waived going forward. The Subcommittee has not yet finalized a recommendation on this item.

During Public Communications at the City Council meeting on June 3, 2014, Len Bonilla, President of El Segundo Rotary Club, requested that the City consider waiving City charges for their Movie in the Park event to be held on August 2, 2014 at Chevron Park.

The total fiscal impact of the event is $6,862.28, which includes $6,382.20 for Police Department Staff, $302.08 for Public Works staff, and $178.00 for the banner permit.
### Estimated City Staff Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department Staff</td>
<td>$6,382.20</td>
</tr>
<tr>
<td>1 Cadet $21.43 hr. x 10 = $214.30</td>
<td></td>
</tr>
<tr>
<td>1 Cadet $17.94 hr. x 10 = $179.40</td>
<td></td>
</tr>
<tr>
<td>1 Cadet $17.08 hr. x 10 = $170.80</td>
<td></td>
</tr>
<tr>
<td>3 Cadets $16.27 hr. x 10 = $488.10</td>
<td></td>
</tr>
<tr>
<td>1 Sergeant OT $123.70 hr. x 10 = $1,237.80</td>
<td></td>
</tr>
<tr>
<td>1 Officer OT $101.04 hr. x 10 = $1,010.40</td>
<td></td>
</tr>
<tr>
<td>1 Officer OT $94.02 hr. x 10 = $940.20</td>
<td></td>
</tr>
<tr>
<td>1 Officer OT $86.24 hr. x 10 = $862.40</td>
<td></td>
</tr>
<tr>
<td>1 Officer OT $75.98 hr. x 10 = $759.80</td>
<td></td>
</tr>
<tr>
<td>1 PSO OT $51.90 x 10 = $519.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,684.28</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Staff</td>
<td></td>
</tr>
<tr>
<td>1 Maint. Worker II $43.16 hr. x 4 hr. x 10 = $172.64</td>
<td></td>
</tr>
<tr>
<td>1 Kead Worker $32.36 x 4 hr. = $129.44</td>
<td></td>
</tr>
<tr>
<td>2 hrs. for Lead Worker</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,684.28</td>
</tr>
</tbody>
</table>

### Established City Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner Permit</td>
<td>$178.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$178.00</td>
</tr>
</tbody>
</table>

### Estimated City Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delineators</td>
<td>$100.00</td>
</tr>
<tr>
<td>Public Works Truck $26.90 x 2 hrs.</td>
<td>$53.80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$153.80</td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Staff Charges</td>
<td>$6,684.28</td>
</tr>
<tr>
<td>Established City Fees</td>
<td>$178.00</td>
</tr>
<tr>
<td>Estimated City Fees</td>
<td>$153.80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$7,016.08</td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:

Consideration and possible action regarding the design and program planning for the outdoor competition swimming pool to be constructed by the Wiseburn School District and operated by the City of El Segundo, including the utilization of the Aquatics Trust Fund for consulting services to assist in the decision making process. (Fiscal Impact: $10,000-$15,000)

RECOMMENDED COUNCIL ACTION:

1. Discuss the various design options for the competition swimming pool; and,
2. Authorize the City Manager to enter into an agreement for consulting services in a form approved by the City Attorney for a Facility Program, Financial and Sustainability Analysis; and,
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. School Layout and Facility Site Plan

FISCAL IMPACT: $10,000-$15,000 (Aquatics Trust Fund)

| Amount Budgeted: | N/A |
| Additional Appropriation: | N/A |
| Account Number(s): | 702-267-0000-1267 (Trust Fund – Designation/Aquatics) |

PREPARED BY: Meredith Petit, Director of Recreation & Parks
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On May 21, 2013, the City Council entered into a Settlement Agreement with Wiseburn School District that began the collaborative process of designing a joint-use aquatics facility. To recap, the terms of the agreement as they pertain to the aquatics facility are as follows:

- Wiseburn agrees to improve 2 acres of its property with an aquatics facility consisting of a 50-meter competition pool, restrooms and locker facilities and aquatics facility parking lot and, if the budget allows, a smaller therapy pool.
- Wiseburn agrees to commit $6,000,000 to the construction of the aquatics facility.
- Wiseburn and the City would negotiate a joint use agreement for use of the Aquatics Center to accommodate Wiseburn, ESUSD, and the general public. The City and Wiseburn also agree to explore joint use of the other athletic facilities at the proposed high school and the Campus El Segundo athletic fields.
- Wiseburn agrees to prepare a modification to its EIR and prepare plans for the aquatics facility in a timely manner. The intent is to have the facility complete in late 2015. If the pool is not complete by June of 2017, a liquidated damages payment of $1.5 million would be paid to the City of El Segundo.
• The term of the agreement would be for 25 years with the City having the ability to extend the agreement for an additional 25 years.
• The City agrees to staff, operate and maintain the facility. While the intent would be to operate the facility throughout the term of the agreement, the city must, at a minimum, fully operate the facility for one year and operate it at a level that supports the school district’s use for at least 5 years.

Following the execution of the Settlement Agreement an Aquatics Task Force was established and includes Councilmember Dave Atkinson, Vince Madsen (Wiseburn School District Director of Facilities Planning), city staff, and community members who specialize in aquatics programs. The Wiseburn School District has also been working with design firm Arch Pac Aquatics to prepare initial facility design plans.

While the original agreement calls for a 50-meter pool, there has been some discussion about the possibility of expanding the project to a 54-meter pool with a smaller 25-yard therapy pool. The original agreement also indicates that Wiseburn would be responsible for up to $6,000,000 in construction costs. Should the City desire a facility outside of the scope of the agreement that exceeds the $6,000,000 budget, the City would be responsible for the additional cost. The expanded design option is estimated to cost $8,400,000, therefore requiring the City to pay the additional $2,400,000 to fund the project.

Option 1 ($6,000,000) – 50-Meter x 25-Yard
The 2.2 acre portion of the Wiseburn property would include an outdoor 50-meter pool for swimming, water polo, physical education/recreational use, and 25-yard short course swim. There will be sufficient room to allow development of a future warm-up pool, but the $6,000,000 budget does not allow for a therapy pool at this time. Option 1 also does not include lights, bleachers, diving boards, or bulkheads. This design would primarily accommodate high school athletics with some opportunity for recreational programming such as lap swim and community swim teams.

Option 2 ($8,400,000) – 54-Meter x 25-Meter and 25-Yard Therapy Pool
The competition pool would have an increased width to 25M (vs. 25Y), a larger “L” entry area, and additional length to accommodate moveable bulkheads. Bulkheads allow for separate areas to define spaces for multiple programs occurring simultaneously. The large pool would have depth variations allowing for multiple program types to occur including diving and youth swim lessons. The therapy pool (4 lanes) would be shallow and warmer. Option 2 also considers co-generation heating methods, and is better equipped for large-scale events and programs with features such as lights, bleachers, PA system, scoreboard and timing system.

The facility design of Option 2 provides more versatility in aquatics programming and is therefore likely to have a higher potential to generate revenue. However, there are additional costs associated with the initial construction as well as the annual maintenance and operations. To gain a better understanding of the future facility’s operations, staff and the Aquatics Task Force recommend the use of consulting services to provide a study analyzing the aquatic program needs and potential in the community. The consultant would be able to develop a program model and proposed pool schedule that can cost-effectively meet the needs of all user groups under both design scenarios, which could not only assist in the ultimate design decision, but also assist in future planning and financial forecasting for either option.

Additionally, the analysis will evaluate the long term maintenance and replacement costs of the facility options, recommend a management and staffing structure for each facility, and provide
recommendations to the City to insure financially sustainable operations. Community engagement will also be a key component to the study. It is estimated that consulting services such as this will cost $10,000-$15,000 and take approximately 3 months to complete.
AGENDA DESCRIPTION:

A Status Report on the City's Residential Sound Insulation (RSI) Program, consideration and possible action to adopt policy changes to the City's RSI Program and discussion of the possible addition of one Construction Coordinator.

(fiscal impact: $120,000 annually, but no fiscal impact to the General Fund).

RECOMMENDED COUNCIL ACTION:

1. Receive and file status report;
2. Adopt policy changes detailed in this staff report; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Gantt chart showing advertisement and construction dates for a plan to treat 750 homes in 2015 (labeled “Exhibit A”)
2. Program map (labeled “Exhibit B”)
3. Sample RSI Agreement (labeled “Exhibit C”)

FISCAL IMPACT: $120,000 annually, and no fiscal impact to the General Fund

Amount Budgeted: $0
Additional Appropriation: Yes
Account Number(s): RSI Fund 116

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Status Report

To date, the City’s Residential Sound Insulation (RSI) Program has completed 50 “Groups” of construction, and 1,543 homes have been acoustically retrofitted in the City of El Segundo. Current analysis shows that:

53.5% (1362 of 2546) of the Green areas (see “Exhibit B”) have been treated to date
8.9% (177 of 1991) of the Yellow areas (see “Exhibit B”) have been treated to date

* an additional 4 homes were originally treated in an area previously, but no longer, eligible

With funding approved by Los Angeles World Airports (LAWA) in March of this year, along with additional funding anticipated to be approved before the end of this year, City staff has put together its most aggressive schedule to date. This schedule will attempt to have construction
completed at approximately 750 homes in calendar year 2015, which is tentatively, and roughly, outlined on the attached Gantt chart (exhibit A). It should be noted that this schedule is optimistic, reflects the critical path timeframes of almost every task, and is very unforgiving if key milestones and/or deadlines are missed. It is, however, a definitive and clearly defined set of objectives for which staff is preparing to strive to achieve.

Staff has already begun meeting key milestones for the first Groups identified in this schedule (i.e. Groups 55 – 58), and is looking at ways to expedite the design process to the greatest extent possible to allow for a variety of delays and issues that are inevitably to be encountered in undertaking a project of this size and the volume of homes contemplated.

With the completion of Groups 51 through 54 (108 homes) anticipated to be complete by the end of this calendar year, an additional 750 homes completed in 2015 would bring the total number of homes completed to 2401, and 52.83% of the homes included in the current eligibility areas.

The current Stipulated Settlement with the City of Los Angeles (which governs LAWA) allow for the City of El Segundo to receive funding through 2015. Additionally, the Federal Aviation Administration (FAA) has restricted the use of FAA funds to the “green areas” on the attached program map (Exhibit B). Discussions with LAWA subsequently allowed the City of El Segundo to continue to fund acoustic retrofitting of homes in “yellow areas” on the attached program map using solely LAWA funding. As the “green areas” are defined as the area north of a “block-rounded” prediction of a 2015 noise contour, it is unknown at this time what the program eligibility area will be after 2015. It is likely that a significant portion of the yellow areas to become ineligible after December 2015, and even with a goal of treating 750 homes prior to that date, the majority of the over 750 homes in the yellow areas currently on the waiting list will not be treated prior to December 31, 2015 and are likely to become ineligible after that date.

Additionally, the FAA issued a Program Guidance Letter (PGL) in August 2012 which essentially will require homes treated after 2015 to be acoustically tested to verify that they are eligible for acoustical retrofitting under the RSI Program.

If only the green areas remain eligible after 2015, and assuming the program treats all of the green homes that currently are on the waiting list are treated as part of that 750 goal, the City’s program will have treated 71.7% of the current green areas. This number does not include homes built after 1998 (which are ineligible for the program), nor homes that have not applied for the RSI Program (as the program is voluntary).

Policy Changes

In order for the City to attempt to treat 750 homes in 2015, staff has already revised a number of processes and implemented a number of policy changes, and staff is requesting the City Council to adopt these policy changes retroactively. They included:

1. Floor Plans included with Scopes of Work for a home will be a hand sketch only, not a computer aided drafted (e.g. drawn using a software program such as Revit or AutoCAD)
2. “Scopes of Work” or “Plans” will no longer include a Site Plan for the home or property and the level of detail included on the floor plan will be reduced to only what is critical to
the Scope of Work (i.e. closets will no longer be shown, individual recessed lights will not be drawn, etc.)

3. Each “Group” of construction will include only homes from green areas from the program map or from yellow areas from the program map, not a mixture of both.

4. Staff will include homes from the green areas (to the greatest extent possible) in Groups 64 through 74 (funded by grants – and expected grants - from FAA and LAWA), and homes from yellow areas in Groups 75 – 84. This results in postponing of treatment of homes from yellow areas funded by the Grant Implementation Plan (GIP) approved earlier this year by LAWA (GIP 6), in order to complete construction on homes from green areas prior to a September 15, 2015 deadline.

5. In support of item 4 above, staff has contacted property owners of homes in the green areas who have applied for the program, even if they applied after December 31, 2012. (City Council is reminded that on April 5, 2011 a policy was adopted that established an “application cut-off date” of December 31st for a home to be included in a grant application to LAWA, as GIP applications are required by LAWA to be submitted by April 30th, equating to four months later. As such only homes that applied prior to December 31, 2012 were eligible to be funded by GIP 6 according to the City’s current formal policy.)

6. Although homes will be initially contacted based on their priority on the waiting list (i.e. which eligibility area the home is located in, and the date of the application to the program), homes will be included in a “Group” as soon as a design can be completed to expedite the advertisement of “Groups”

7. Accessory structures are no longer treated by the RSI Program

8. Property owners no longer are offered the option of having different finishes on the inside of the door vs. the outside of the door (i.e. painted on outside and stained on the inside)

9. Homes (single family houses, condominiums, apartments, etc.) with less than 1,000 square feet of habitable space will receive a ventilation system only (not a new forced air heating and ventilation system – such as a new furnace and ductwork)

10. When a new forced air heating and ventilation system (i.e. a furnace with ductwork) is installed at a home where multiple wall heaters exist (e.g. the original home was heated by a wall and/or floor heater and an addition to the home – such as a family room – is also heated by a wall and/or floor heater), only the heater for the original portion of the home will be removed, with the affected wall being patched and a sub floor patch installed below any floor grate. Additional heaters will not be removed, unless their removal is determined to be necessary to achieve acoustical goals of the program.

11. The retention held on construction contracts has been reduced from 10% to 5% (to reflect new California state law)

These changes were necessary to be made prior to City Council authorization due to the urgency to complete designs in order to allow for construction to start concurrently on five “Groups” on January 5, 2015.

Staff is additionally recommending the adoption of the following changes:

12. Elimination of the requirement for a property owner to pay for costs incurred if they wish to discontinue their participation prior to agreeing to a Scope of Work (a.k.a. signing the plans) for their home. (Currently the RSI Agreement that property owners enter into with the City for participation in the RSI Program requires them to pay for costs incurred by
the program if they terminate their participation prior to making the necessary improvements to the home. See paragraphs 15, 16 and 17 on the attached sample RSI Agreement, labeled Exhibit C)

13. Perform additional acoustical testing (i.e. more than the current random 10%) at particular housing types to help plan for evaluation of design criteria used to determine the needed scopes of work at homes

Additional Staff

As shown in the attached Gantt chart (Exhibit A), construction of 750 homes is predicated on five “Groups” of construction running concurrently at any given point throughout 2015. At this time, the City currently only employs four (4) Construction Coordinators. Staff is recommending that a fifth Construction Coordinator be added to manage the fifth Group at each point within the currently anticipated schedule (i.e. Groups 59, 64, 69, 74, 79 and 84). Although a Notice Inviting Sealed Bids is expected to have been advertised by the date of this City Council meeting, and it is unlikely to be able to hire someone prior to the start of work on Group 59, it is expected that current staff can manage a significant portion of the “pre-construction” activities scheduled to take place prior to January 5, 2015. However, it is important to get a fifth Construction Coordinator hired as soon as possible, as it is most helpful to be involved in the project in as much of the “pre-construction” activities as possible, as well as allow for as much training as possible before being tasked with properly overseeing construction for any group.

An additional Construction Coordinator would hold the same classification as the current Construction Coordinators, and City Council is reminded that such positions are at-will and funded by grant funding from the FAA and LAWA, not the City’s General Fund. The position would likely only be needed through early 2016 to allow for proper close out of construction that is expected to complete by the end of 2015.

The City Council is reminded that costs associated with an additional Construction Coordinator, as is the case with all costs associated with the RSI Program, are covered by grants from the Federal Aviation Administration (FAA) and Los Angeles World Airports (LAWA), not the City’s General Fund.
City of El Segundo
Residential Sound Insulation Program
Agreement

This agreement is entered into this **xx day of Month, 20xx** by and between the City of El Segundo, a general law city and municipal corporation ("City"), and **Owner Name(s)"** ("Owner"), owning real property located **Project Address** ("Property").

1. DEFINITIONS

   Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement.

   A. "RSI Program" means the City's Residential Sound Insulation Program as adopted by the City;

   B. "RSI Project" means the process (including design, administration, and construction) for completing the RSI Improvements;

   C. "RSI Improvements" means the constructed and installed materials designed to mitigate the impact of noise;

   D. "The Property" means real property owned in fee simple by Owner;

2. OWNER'S RESPONSIBILITIES.

   This agreement is made with reference to the following facts and objectives:

   A. Owner wishes to participate in the RSI Program which is made available to persons owning eligible real residential property within the City’s jurisdiction.

   B. Owner certifies that the home (or homes) on the Property, and all habitable space within the home (or homes) were constructed before October 1, 1998 and that the property has exterior normally cognizable private habitable area such as a backyard, patio or balcony.

   C. Owner certifies that the home (or homes) on the Property

      ☒ was (or were)

      ☐ was (or were) not

      constructed before January 1, 1989.
D. Owner agrees that Owner’s representative, will accompany City’s representatives during all pre-construction entries onto the Property and be readily available during the construction process.

E. Owner certifies that Owner will have an Owner representative, who is at least 18 years of age, present at the home each day of the construction process so that the home is not unattended by an individual representing the Owner.

3. UNDERSTANDING REGARDING THE RSI PROGRAM

A. RSI Program is designed to mitigate noise generated by Los Angeles International Airport ("LAX") by installing sound insulation materials into residential buildings located within City’s jurisdiction.

B. RSI Program will fund up to one hundred percent (100%) of the cost for labor and materials associated with RSI Improvements. Owner understands that Owner is responsible for all remaining costs, depending upon various factors identified in this Agreement.

C. By signing this Agreement, Owner certifies that Owner understands the manner in which the RSI Program is funded and administered. Owner further acknowledges that Owner received written program materials regarding the RSI Program and is fully informed regarding Owner’s obligations if Owner participates in the RSI Program.

D. If the Property was constructed before January 1, 1989 and is located within the “Green-0” area, defined by the second quarter (2Q) 2005 75 dB noise contour provided by Los Angeles World Airports ("LAWA") and depicted on the map attached as Exhibit “A”, which is incorporated by reference, Owner understands and agrees to sell a noise easement to LAW, through Chicago Title, in order for the RSI Program to fully fund the RSI Project (see Section 04, below).

E. The Property

□ is 
□ is not
located within the “Green-0” area. _____ (Owner’s initial)

E. If the Property was constructed on or after January 1, 1989, Owner understands and agrees to dedicate a noise easement to LAW in order for the RSI Program to fully fund the RSI Project (see Section 04, below).
4. **NOISE EASEMENT**
   A. ☐ Owner agrees that Owner will sell a noise easement to LAWA before the start of design work by City or its consultants. The noise easement purchased by LAWA will be in substantially the form attached as Exhibit "B." Owner understands that easements are being purchased (through Chicago Title Company) at the following rates:
      - $500 for each Condominium (with outdoor habitable area)
      - $2,500 for each single family home
      - $2,500 for each apartment building
      Owner agrees and understands that City is not an agent for LAWA or Owner and will not participate in discussions regarding the sale of a noise easement. All such negotiations are solely the responsibility of Owner and LAWA.

      _______________ (initial)

   B. ☐ Owner agrees that it will dedicate a noise easement to LAWA in substantially the form attached as Exhibit "B." Owner agrees and understands that City is not an agent for LAWA or Owner in the dedication of a noise easement to LAWA.

      _______________ (initial)

5. **PROJECT COORDINATION AND SUPERVISION**

   James S. O'Neill is designated as City’s Program Manager and will monitor the progress and execution of this Agreement. **Representative’s Name** is designated as Owner’s Representative.

6. **NOTICES**

   All communications to either party by the other party will be deemed made when received by such a party at its respective name and address, as follows:

   City
   City of El Segundo
   Attn: James O’Neill
   RSI Program
   350 Main Street
   El Segundo, California 90245

   Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.
7. CONTROL OVER THE RSI PROGRAM AND PROGRESSION OF RSI PROJECT

Owner understands and agrees that City has sole discretion over all aspects of the RSI Program including, without limitation, scheduling the RSI Project as it applies to the Property. Owner should not have any expectation, nor does Owner have any right to demand, an immediate start to the RSI Project upon signing this Agreement. City will use its best efforts to equitably and expeditiously implement the RSI Program, but will not be liable for any failure to do so.

8. DISALLOWED COSTS

RSI Program does not pay for costs associated with temporary or permanent relocation of persons or property from the Property. Owner understands and agrees that Owner is solely responsible for any such costs.

9. INSURANCE

Owner will maintain Homeowner’s Insurance throughout the term of this Agreement in an amount not less than $100,000 per occurrence for bodily injury and property damage. Owner agrees to provide City with copies of insurance certificates and endorsements showing coverage.

10. PROHIBITION AGAINST ADDITIONAL WORK

Owner agrees that Owner will not make alterations to the Property or engage any contractor for construction work on the Property (except for repairs or reconstruction resulting from an emergency or other incident that would be covered by Homeowner’s Insurance) between the time this Agreement is executed until City files a Notice of Completion (see Exhibit C).

In the event it is determined that alterations have been made without the City’s prior, written consent, such alterations will constitute an Early Termination under Section 16 of this Agreement unless the Owner agrees to reimburse City for any costs City incurs in order to continue the RSI Project (including costs to revise plans, apply for additional permits, contractor mobilization, or rebidding the project) and City agrees to continue the RSI Project. City will have sole discretion in determining if the RSI Project can continue without constituting Early Termination.
11. **EXISTING CONDITIONS**
Owner understands and agrees to repair any defective existing condition on the Property during the term of this Agreement identified by City, the Design Consultants, or its Contractor, as necessary to continue the RSI Project. Such repair will be accomplished at Owner’s sole cost. Should Owner fail to perform such repair, and such failure interferes with the timely progression of the RSI Project, City may either suspend the RSI Project or terminate this Agreement. Owner must pay City any damages associated with such termination as a result of, without limitation, delay damages incurred from City’s Contractor. Defective existing conditions include, without limitation, dry rot, termite damage, violations of applicable law, illegal construction, or other physical damage.

12. **LICENSE TO ENTER OWNER’S PROPERTY**
   A. Owner grants City’s representatives the right to access the Property subject to the following requirements:
      i. Individuals permitted access are limited to City’s appointed officers, consultants, employees, contractors, and representatives from the FAA and LAWA that are directly concerned with administering the RSI Program and with the RSI Improvements.
      ii. Owner also grants City’s building inspectors the right to access the Property to inspect the construction of RSI Improvements and to determine whether the existing conditions of the Property and RSI Improvements meet the requirements of applicable law.
      iii. City’s representatives will schedule appointments with Owner to enter onto the Property.
      iv. If Owner rents out the Property, Owner agrees to take all steps reasonably necessary for City’s representatives to gain entry to the Property.
   B. Owner agrees to compensate the City for any costs the City incurs, including remobilization of Contractor(s), due to the Owner failing to provide City representatives access as described above.
   C. Owner also agrees to allow City’s representatives to enter Property not later than ninety (90) days after City files a Notice of Completion to evaluate the effectiveness of the RSI Improvements.

13. **HOLD HARMLESS**
   A. Owner will hold City, and its agents, harmless and free from any and all liability arising out of this Agreement, or its performance, including any such liability caused, in part, by the passive negligent act or omission of City, or its agents, except for such liability arising from City’s sole negligence. Should City, or its agents, be named in any suit, or should any claim be against it, or any of its agents, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, pursuant to this Agreement, Owner will defend City (with counsel satisfactory to City), and its agents, and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.
B. For purposes of this section “City” includes City’s elected officials, appointed officers, and employees.

C. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

14. CITY’S TERMINATION

A. City may terminate this Agreement with or without cause. Unless otherwise provided, City is not liable to Owner for any damages that might arise from such termination. Should City terminate without cause, City agrees to provide Owner with those plans and specifications, or other documents (if any), necessary for Owner to continue installation of RSI Improvements. Owner agrees that any such documents are used at Owner’s own risk; Owner will hold City harmless to the extent provided in this Agreement.

B. Should City terminate this Agreement for cause, including, without limitation, Owner’s failure to pay Owner’s share of RSI Project costs, City may, in its sole discretion, determine that such actions constitutes an Early Termination by Owner as set forth in Section 15 of this Agreement.

C. Owner agrees that nothing in this Agreement is intended to, nor will it, obligate City to continue the RSI Project should federal, state or local funding become unavailable. Should any funding sources including, without limitation, Owner’s contribution, become unavailable to City for continued funding of the RSI Project, this Agreement will automatically terminate. City will notify Owner as soon as practicable regarding such termination, but in no event later than fifteen (15) days following such an event.

D. Should this Agreement automatically terminate, Owner will be responsible for Owner’s share of the RSI Project costs up to the date of termination. Should Owner choose to continue with the RSI Project, Owner will be responsible for all actions associated with the RSI Project including, without limitation, cost.

15. EARLY TERMINATION

Owner may terminate this Agreement at anytime, but must notify the City in writing of that intent. Owner understands that, upon terminating this Agreement, Owner will not receive any cost off-set or reimbursement and a Title 21 Certificate will be filed, indicating that the Owner has declined an offer to participate in the Sound Insulation Program. Owner will be solely responsible for paying one hundred percent (100%) of the RSI Project costs incurred up to the date of termination, including Upgrade costs. Approximate costs of early termination are listed in Section 16, below.
16. APPROXIMATE COSTS FOR TERMINATING PARTICIPATION IN THE RSI PROGRAM

Typical costs for early termination are set forth below follow for purposes of example only. The actual cost for early termination may vary significantly depending on the RSI Improvement plans for the Property.

<table>
<thead>
<tr>
<th>Project Stage</th>
<th>Approximate Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to (and including) Design Visit:</td>
<td>$ 500</td>
</tr>
<tr>
<td>Preparation and advertisement for Construction:</td>
<td>$1,000</td>
</tr>
<tr>
<td>Selection of a contractor and awarding of a construction contract</td>
<td>$ 150</td>
</tr>
<tr>
<td>Ordering of RSI Improvements:</td>
<td>Determined by Bid</td>
</tr>
<tr>
<td>Contractor has begun installation of RSI Improvements:</td>
<td>Determined by Bid</td>
</tr>
</tbody>
</table>

17. SALE OF OWNER’S PROPERTY DURING RSI IMPROVEMENTS

Owner’s conveyance of the Property before completing the RSI Project constitutes an Early Termination under Section 15 of this Agreement unless each of the following occurs:

A. This Agreement is assigned to the buyer;

B. City determines, in its sole discretion, that there is sufficient funding in the RSI Program to pay for RSI Improvements on the Property after Owner’s conveyance and consents to the assignment of the Agreement to the buyer; and

C. The buyer agrees to the terms and conditions in this Agreement by written amendment.

18. ASSIGNABILITY

This Agreement may not be assigned without City’s prior written consent. Any attempt to assign this Agreement without City’s consent will constitute an Early Termination under Section 15 of this Agreement.

19. MAINTENANCE

Owner agrees to assume the responsibility for maintenance and operation of the RSI Improvements after City files a Notice of Completion. The FAA, LAWA, and City do not bear any responsibility for the maintenance and operation of these items.

The property owner’s right to sue the owner of LAX for adverse noise impact will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation remains in effect throughout the useful life of the noise compatibility measures, but not to exceed twenty (20) years from the date of the City’s acceptance of Federal aid for the project.
20. **WARRANTIES**

A. City does not make any warranties express or implied regarding the RSI Improvements. City represents, however, that it will require Contractors and/or manufacturers to provide at least the following warranties to Owner:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Length of Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows</td>
<td>10 years minimum</td>
</tr>
<tr>
<td>Wood doors</td>
<td>5 years minimum</td>
</tr>
<tr>
<td>Storm Doors (if applicable)</td>
<td>10 years minimum</td>
</tr>
<tr>
<td>Primary Sliding glass doors (“Green-0” area only)</td>
<td>3 years minimum</td>
</tr>
<tr>
<td>Mechanical devices (Heating and/or Ventilation equipment)</td>
<td>1 year minimum</td>
</tr>
<tr>
<td>Electrical devices (if applicable)</td>
<td>1 year minimum</td>
</tr>
<tr>
<td>Installation</td>
<td>1 year minimum</td>
</tr>
</tbody>
</table>

B. City will provide a copy of the Contractor’s and Manufacturers’ warranties to Owner at the completion of the RSI Project.

C. This Section is not intended to, nor will it, limit any right Owner may acquire pursuant to any warranty. Moreover, this Section is not intended to limit any rights Owner may have under any contract between City and its consultants or contractors.

21. **INTERPRETATION**

This Agreement was drafted in, and will be construed in accordance with the laws of, the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

22. **ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and insure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

23. **WAIVER**

In no event will any payment or any acceptance of payment by City hereunder constitute or be construed as a waiver by City or Owner of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of City or Owner, and the making of any such payment while any such breach or default exists will in no way impair or prejudice any right or remedy available to City or Owner with respect to such breach or default.
24. **AUTHORITY/MODIFICATION**
   The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City’s City Manager may execute any such amendment on behalf of City.

25. **RECORDATION**
   The Parties agree that a copy of this Agreement will be recorded, at City’s cost, in the Los Angeles County Recorder’s office.

26. **COUNTERPARTS**
   This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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

CITY OF EL SEGUNDO: 

______________________________
Greg Carpenter, City Manager 

OWNER(S): 

______________________________
Name 

ATTEST 

______________________________
Tracy Weaver, City Clerk 

______________________________
Name 

APPROVED AS TO FORM: 
KARL H. BERGER, 
ASSISTANT CITY ATTORNEY 
November 18, 2013 
(Signature required for changes)
State of California  
   County of Los Angeles  

SS.

On ________________, before me, ____________________, Notary Public, personally appeared ____________________.

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

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

WITNESS my hand and official seal.

_________________________  
Signature of Notary Public  

_________________________  
Place Notary Seal Above