EL SEGUNDO CITY COUNCIL
MEETING DATE: July 7, 2015
AGENDA STATEMENT
AGENDA HEADING: Committees, Commissions and Boards

AGENDA DESCRIPTION:
Consideration and possible action regarding a recommendation from the Senior Citizen Housing Board Corporation Board of Directors to amend the Corporation’s bylaws and reduce its authorized number of directors from seven to five.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the recommendation from the Board of Directors to amend the bylaws of the Senior Citizen Housing Board Corporation to reduce the authorized number of Directors from seven to five.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Senior Citizen Housing Board Corporation Bylaws

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

BACKGROUND AND DISCUSSION:
The Senior Citizen Housing Board Corporation was established on October 23, 1984 by City Council after funding for the Park Vista Housing Facility received voter approval on November 8, 1983. This 501(c)3 non-profit corporation was created to administer the operation of Park Vista at 615 E. Holly and to encourage affordable housing for senior residents within the City’s jurisdiction. The Board is comprised of seven Board of Directors designated by City Council and hold offices for four years.

On March 26, 2015, one board member whose term was set to expire on June 30, 2015, resigned her position effective immediately due to personal reasons. With a second board member’s term also expired as of June 30, 2015, and no desire to return to the board, the board voted to agendize and discuss a possible reduction in the total number of board members from seven to five at the June 2015 meeting.

At the regular monthly meeting on June 24, 2015, the Board of Directors voted 4-1 in favor of amending the bylaws and reducing the number of authorized directors from seven to five members. The Board’s reasoning for the reduction was to make meetings more efficient by reducing the length of monthly meetings and the amount of discussion on each item due to the number of directors. Additionally, most of the City’s Commissions, Committees, and Boards are comprised of five positions; therefore, this modification would make the Senior Housing Board more consistent with the other City Council-appointed bodies. Per the Senior Housing Board Corporation Bylaws, amendments may be adopted by the vote of a majority of the members of the Board of Directors with final approval by City Council.
Section 1. **Principal Office.**

The principal office for the transaction of the activities and affairs of the El Segundo Senior Citizen Housing Corporation (hereinafter "Corporation") is located at the City Hall (350 Main Street) of the City of El Segundo, California, 90245. The Board of Directors (hereinafter "Board") may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary on these bylaws opposite this Section, or this Section may be amended to state the new location.

Section 2. **Purposes and Limitations.**

A. The purposes for which this Corporation is formed are:

(1) To establish policies for the operation of and to operate the City of El Segundo Senior Citizen Housing Project.

(2) To provide affordable housing opportunities for El Segundo senior Residents.

(3) To promote the common good and general welfare of the senior Residents of the City of El Segundo and,

(4) Any other purposes beneficial to the public.

B. The limitations of the activities of this Corporation are as follows:

(1) No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall this Corporation participate or intervene directly or indirectly, in any political campaign (including publishing or distribution of statements) on behalf of or against any candidate for public office.

(2) This Corporation is organized and operated exclusively for social welfare purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, carry on or engage in any other activities or exercise any powers not permitted to be carried on or exercised by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
Section 3.  **Members.**

This corporation shall have no members.

Section 4.  **Directors.**

A.  **Powers:**

Subject to the provisions and limitations of the California Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation, the Operating Agreement between the City of El Segundo and the Corporation and these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

B.  **Specific Powers:**

Without prejudice to the general powers set forth above, but subject to the same limitations, the Directors shall have the power to:

1. Change the principal office or the principal business office in California from one location to another, and designate any place for holding any meeting of the Board.

2. Adopt and use a corporate seal and alter the form of the seal.

3. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

C.  **Number and Qualifications of Directors:**

1. Authorized Number and Qualifications - The authorized number of Directors shall be seven (7).

2. All directors shall be Residents of El Segundo.
(3) All Directors shall be designated by the City Council of El Segundo. Each Director shall hold office for four years, except that the initial Directors shall hold office for staggered terms of one, two, three or four years, as designated by the City Council. Any Director may repeat consecutive terms if recommended by the remaining Directors and approved by City Council.

D. Vacancies on Board:

(1) Events Causing Vacancy - A vacancy or vacancies on the Board shall exist on the occurrence of the following: (a) the death of resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; (c) the declaration by resolution of the Board of a vacancy in the office of a Director who has failed to attend and participate in three (3) consecutive regular meetings of the Board or who has failed to attend and participate in five (5) meetings of the Board over the course of one year. This provision shall be reviewed annually by the Board at its annual meeting and revised as necessary.

(2) Resignations - Except as provided below, any Director may resign by giving written notice to the President or the Secretary. The resignation shall be effective when the notice is given unless it specifies a later time (not to exceed sixty days) for the resignation to become effective. Except on notice to the Attorney General of California, no Director may resign if the Corporation would be left without a duly elected Director or Directors.

(3) Filling Vacancies - Within thirty (30) days of the occurrence of a vacancy or vacancies pursuant to Sections 4D(1) or (2) above, the Board shall identify the area(s) of expertise needed by a replacement Director or Directors and shall advise City Council, in writing, of the existence of a vacancy and the criteria to be evaluated in filling the vacancy. The City Council shall actively advertise any vacancy. Utilizing the criteria identified by the Board, City Council shall appoint a replacement Director or Directors to fill the unexpired term or
terms within sixty (60) days after receiving notice of the existence of such vacancy or vacancies.

(4) No Vacancy on Reduction of Number of Directors -- No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director’s term of office expires.

E. Directors’ Meetings:

(1) Place of Meetings - Meetings of the Board shall be held at any place that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation.

(2) Annual Meeting - Immediately after each annual meeting, the Board shall hold a regular meeting for purposes of organization, election of officers, and transaction of other business. The annual meeting is designated as the July meeting.

(3) Other Regular Meetings - Other regular meetings of the Board may be held at such time and place as the Board may fix. Meeting dates and times are posted three days in advance of each meeting.

(4) Special Meetings - Authority to Call - Special meetings of the Board for any purpose may be called at any time by the President, or Vice President, or the Secretary or any two Directors.

(5) Notice - Notice of the time and place of special meetings shall be given to each Director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid, return receipt requested; (c) or by telephone, either directly to the Director or to a person at the Director’s office or residence who would reasonably be expected to communicate that notice promptly to the Director. All such notices shall be given or shown on the records of the Corporation. Notices sent by first-class mail shall be deposited in the United States mail at least six days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 48 hours before the time set for the meeting. The notice shall state the time of the meeting, and the place if the place is other than
the principal office of the Corporation. It need not specify the 
purpose of the meeting.

(6) Quorum - A majority of the authorized number of Directors 
(or such reduced number, if a vacancy or vacancies exist) 
shall constitute a quorum for the transaction of business.

(7) Waiver of Notice - Notice of a meeting need not be given to 
any Director who, either before or after the meeting, signs a 
waiver of notice, a written consent to the holding of the 
meeting, or an approval of the minutes of the meeting. The 
waiver of notice or consent need not specify the purpose of 
the meeting. All such waivers, consents, and approvals shall 
be filed with the corporate records or made a part of the min-
utes of the meetings. Notice of a meeting need not be given 
to any Director who attends the meeting and does not protest, 
before or of the commencement of the meeting, the lack of 
notice to him or her.

(8) Adjournment - A majority of the Directors present, whether 
or not a quorum is present, may adjourn any meeting to 
another time and place.

(9) Notice of Adjourned Meeting - Notice of the time and place 
of holding an adjourned meeting need not be given unless the 
original meeting is adjourned for more than 24 hours. If the 
original meeting is adjourned for more than 24 hours, notice 
of any adjournment to another time and place shall be given, 
before the time of the adjourned meeting, to the Directors who 
were not present at the time of the adjournment.

Section 5.

A. Officers of the Corporation:

The officers of the Corporation shall consist of the President, Vice 
President, the Secretary, and the Chief Financial Officer. No two 
ofices may be concurrently held by the same person. Should both 
the President and Vice President be absent from a meeting, the most 
senior Director who is neither Secretary nor Chief Financial Officer 
shall be acting President.
B. Election of Officers:

The Board of Directors shall elect all officers of the Corporation for terms of one year, or until their successors are elected and qualified. Officers shall be elected at the annual meeting.

C. Responsibility of Officers:

(1) President -- The President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The President shall preside at all Board meetings. The President shall be responsible for representing the Corporation before other governmental agencies. The President shall have such other powers and duties as the Board or the bylaws may prescribe.

(2) Vice President - If the President is absent or disabled, the Vice President shall perform all duties of the President. When so acting, the Vice President shall have all powers of and be subject to all restrictions of the President. The Vice President shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

(3) Secretary - The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized, the notice given, the names of those present at Board and committee meetings. The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these bylaws to be given. The Secretary shall keep the Corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.
Chief Financial Officer -

a. Books of Accounts - The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books of accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of accounts shall be open to inspection by any Director at all reasonable times.

b. Deposit and Disbursement of Money and Valuables - The Chief Financial Officer shall deposit, or cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; shall disburse the Corporation's funds as the Board may order; shall render to the President and the Board, when requested, an account of all transactions as the Chief Financial Officer and of the financial condition of the Corporation; and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

c. Bond - If required by the Board, the Chief Financial Officer shall, at the expense of the Corporation, give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

Section 6. Indemnification.

A. Right of Indemnity:

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all
expenses, judgments, fees, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this bylaw, shall have the same meaning as in Section 5238(a) of the California Corporation Code.

B. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporation Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of City Council. At that meeting, the Council shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Council members present at the meeting in person or by proxy shall authorize indemnification.

C. Advancement of Expenses:

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 6 of these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding. On receipt of the Corporation of an undertaking by or on behalf of that person, the advance will be repaid, unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 7. Insurance:

The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred
by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's Director's, employee's, or agent's status as such.

Section 8.

Amendments:

These bylaws may be amended or repealed and new bylaws adopted by the vote of a majority of the members of the Board of Directors. No bylaw shall be amended or repealed, and new bylaws shall not be adopted, without the prior approval of the City Council.
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
6/1/15 THROUGH 6/14/15

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/3/2015</td>
<td>Cal Pers</td>
<td>EFT Health Payment</td>
<td>461,326.93</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Health Comp</td>
<td>Weekly claims</td>
<td>3,313.12</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Manufacturers &amp; Traders</td>
<td>457 payment Vantagepoint</td>
<td>71,211.84</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Manufacturers &amp; Traders</td>
<td>ROTH IRA payment Vantagepoint</td>
<td>477.31</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Manufacturers &amp; Traders</td>
<td>401 payment Vantagepoint</td>
<td>5,493.58</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>US Bank - Trust Acct</td>
<td>PARS payment</td>
<td>5,751.68</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>South Bay Credit Union</td>
<td>Payroll credit union deduction pmt</td>
<td>11,980.38</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>State of CA EFT</td>
<td>EFT Child support payment</td>
<td>1,229.14</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Nationwide NRS EFT</td>
<td>EFT 457 payment</td>
<td>48,859.50</td>
</tr>
<tr>
<td>6/5/2015</td>
<td>Nationwide NRS EFT</td>
<td>EFT 401a payment</td>
<td>1,746.59</td>
</tr>
<tr>
<td>6/8/2015</td>
<td>IRS</td>
<td>Federal 941 Deposit</td>
<td>267,243.03</td>
</tr>
<tr>
<td>6/8/2015</td>
<td>Employment Development</td>
<td>State SDI payment</td>
<td>3,198.78</td>
</tr>
<tr>
<td>6/8/2015</td>
<td>Employment Development</td>
<td>State PIT Withholding</td>
<td>56,021.91</td>
</tr>
<tr>
<td>6/10/2015</td>
<td>Cal Pers</td>
<td>EFT Retirement Misc</td>
<td>92,959.42</td>
</tr>
<tr>
<td>6/10/2015</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety</td>
<td>265,039.62</td>
</tr>
<tr>
<td>6/10/2015</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Police</td>
<td>3,083.88</td>
</tr>
<tr>
<td>6/10/2015</td>
<td>Cal Pers</td>
<td>EFT Retirement Misc</td>
<td>11,256.98</td>
</tr>
<tr>
<td>6/10/2015</td>
<td>West Basin</td>
<td>H2O payment</td>
<td>1,745,742.67</td>
</tr>
<tr>
<td>6/11/2015</td>
<td>Lane Donovan Golf Pte</td>
<td>Payroll Transfer</td>
<td>21,739.72</td>
</tr>
<tr>
<td>6/12/2015</td>
<td>Health Comp</td>
<td>Weekly claims</td>
<td>1,508.42</td>
</tr>
<tr>
<td>6/1/15-5/5/15</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
<td>68,718.02</td>
</tr>
<tr>
<td>6/6/15-6/12/15</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
<td>25,290.70</td>
</tr>
<tr>
<td>5/01/15-5/31/15</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
<td>75,670.00</td>
</tr>
<tr>
<td>6/6/15-6/12/15</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
<td>2,648.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3,251,512.07</td>
</tr>
</tbody>
</table>

DATE OF RATIFICATION: 6/15/15
TOTAL PAYMENTS BY WIRE: 3,251,512.07

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II

Director of Finance

City Manager

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, JUNE 16, 2015 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Pro Tem Jacobson

ROLL CALL

Mayor Fuentes - Present at 5:02 PM
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) - None

SPECIAL ORDER OF BUSINESS:

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

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): -2- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. Penuelas vs. City of El Segundo, LASC Case No. BC523072

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

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

1. 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)

   Agency Designated Representative: Steve Filarsky and City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Adjourned at 6:55 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 16, 2015 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:02 PM

INVOCATION – Rev. Dina Ferguson, St. Michael Episcopal Church

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)

Melanie Berringer, Tree Musketeers Volunteer Manager, invited the youth of El Segundo, ages 10-17, to join the Summer Youth Leadership Series beginning in July.

Spence Bauer, resident, spoke concerning the Richmond Street Improvement Project.

John Alden, resident, spoke concerning the Richmond Street Improvement Project.

Chad Stevens, resident, spoke concerning the Richmond Street Improvement Project.

Chris Terrins, resident, spoke concerning the Richmond Street Improvement Project.

Dana Revis, resident, spoke concerning the Richmond Street Improvement Project.

Sam Pena, Consolidated Disposal Services, announced regular service will continue for the 4th of July Holiday weekend and stated the next Shred Day will be held Saturday, July 11, 2015 from 10:00 AM – 1:00 PM.

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 Fellhauer to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)
C. UNFINISHED BUSINESS

1. Consideration and possible action to review and provide direction on proposed code amendments regarding additional water conservation measures called for by Governor Brown’s Executive Order and the State Water Resources Control Board emergency regulations, adopted on May 5, 2015.
   (Fiscal Impact: Final Contract Amount: None)

   Stephanie Katsouleas, Public Works Director, gave a presentation.

   Council Discussion

   Stephanie Katsouleas, Public Works Director and Mark Hensley, City Attorney, answered Council questions.

   Council consensus to receive and file report regarding the severe drought facing California and Governor Brown’s recent Executive Order and directed staff to Notice the item and move forward in adopting the Ordinance regarding proposed amendments to El Segundo Municipal Code Chapter 10-5 to incorporate into the City’s Water Conservation measures those additional measures called for in Governor Brown’s Executive Order and the State Water Resources Control Board emergency regulations, adopted on May 5, 2015.

2. Rescission of Brown Act Commitment - In Accordance with Government Code Section 54960.2 (e), consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, not to hold further closed session meetings regarding real property negotiations with regard to ES CenterCal, LLC’s (“CenterCal”) proposal to enter into a Due Diligence and Ground Lease Agreement (“Agreement”) to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility. (Fiscal Impact: unknown – depends on whether legal proceedings are commenced.)

3. Consideration and possible action to provide preliminary comments and receive and file the draft Due Diligence and Lease Agreement between the City of El Segundo and CenterCal, LLC, with regard to the operation of a Top Golf facility on the driving range portion of the Lakes golf course and redesign of the golf course. (Item will be brought back for further discussion and possible action at a future Regular or Special Council Meeting).
   (Fiscal Impact: None)

OPENED ITEMS C2 AND C3 CONSECTIVELY

Mark Hensley, City Attorney, introduced and outlined items C2 and C3.

Council Discussion
MOTION by Council Member Fellhauer, SECONDED by Mayor Pro Tem Jacobson to continue tonight’s regular meeting on items C2 and C3 to Monday, June 29th at 6:00 PM in Council Chambers located at 350 Main Street, El Segundo, CA 90245. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to announce the appointments to the Capital Improvement Program Advisory Committee (CIPAC).
   (Fiscal Impact: None)

Mayor Fuentes announced the appointment of Jerome Scott to a partial term ending on November 30, 2016 and Scott Whelan to a full term ending on November 30, 2019 to the Capital Improvement Program Advisory Committee (CIPAC).

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.

5. Warrant Numbers 3006307 through 3006490 on Register No. 17 in the total amount of $678,314.78 and Wire Transfers from 5/18/2015 through 5/31/2015 in the total amount of $956,573.37. 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.


7. Approve the two-year renewal of the cost sharing agreement no. 4869 with BCT for operation of Transit Line 109 and authorize the Mayor to execute Transit Service Operation Agreement in a form approved by the City Attorney.
   (Fiscal Impact: $36,363 for FY15/16 and not to exceed $45,454 for FY16/17 Proposition C funds)

8. Adopt Resolution No. 4921 appointing City Council Member Mike Dugan, Interim Director of Finance Misty Cheng, and Acting Fiscal Service Manager Trang Nguyen, or designee to serve as board member, alternate board member, and substitute alternate board member on the Independent Cities Risk Management Association (ICRMA) governing board.
   (Fiscal Impact: Final Contract Amount: None)

9. Second reading by title only and adopt Ordinance No. 1507 amending Sections 8-5A-7 subdivision (B) of the El Segundo Municipal Code regarding preferential parking permit renewal duration.
   (Fiscal Impact: None)
10. Adopt Resolution No. 4922 approving the release of a March 28, 1969 covenant to hold property as one parcel at 228 and 238 Nevada Street and release an October 5, 1967 agreement that allowed construction of a building over a portion of City sewer easement located at 235 and 239 Oregon Street, and directing staff to prepare and execute documents to effectuate such releases. Applicant: Smoky Hollow Partners, LLC. (Fiscal Impact: None)

11. Authorize the City Clerk to file the City Manager's, or designee's, Notice of Completion in the County Recorder's Office, authorize the City Manager, or designee, to close out Project No. RSI 14-16 (the City's Residential Sound Insulation Program's Group 60), authorize the RSI Program Manager to sign the Title 21 Compliance Certificates in accordance with the requirements of the grant funding from Los Angeles World Airports (LAWA) and mail originals to LAW. (Fiscal Impact: Final Contract Amount: $751,114.95)

12. Authorize the City Manager to execute a contract amendment no. 4426A with J. Cab & Sons, in a form as approved by the City Attorney, for $59,867.58, accept the work on the City Hall Roof Project as complete and authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office for Project No. PW 13-05. (Fiscal Impact: $388,867.58)

13. Waive minor irregularity in the bid from Ramona, Inc. and authorize the City Manager to execute a standard Public Works Contract no. 4870, in a form approved by the City Attorney, with Ramona, Inc. in the amount of $1,221,566.00 and approve an additional $183,235.00 for construction-related contingencies, authorize the City Manager to execute a standard Public Works Professional Services Agreement no. 4871 in a form as approved by the City Attorney with AKM Consulting Engineers in the amount of $112,751.00 for construction inspection and geotechnical (compaction) oversight and testing, and approve an additional $10,000.00 for related contingencies and approve an additional appropriation of $577,552.00 from Water Enterprise Fund for water main improvements. Project No. PW15-08 (Fiscal Impact: $1,527,552.00)

14. Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion 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: $50,000.00)

15. Approve the formation of the Golf Course Design Task Force based on recommendations from the Golf Course Subcommittee. (Fiscal Impact: $0)
16. Approve Resolution No. 4923, establishing a revised salary schedule for Senior Civil Engineer effective June 13, 2015.
   (Fiscal Impact FY 2014-15: Included in the $260,400.00 approved by Council on June 2, 2015)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve Consent Agenda items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

17. Consideration and possible action regarding the City of El Segundo’s participation in the 2017 Tournament of Roses Parade.
   (Fiscal Impact: approximately $250,000.00)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director, gave a presentation.

Council Discussion

Council consensus directed staff to move forward on the City of El Segundo’s possible participation in the 2017 Tournament of Roses Parade.

G. REPORTS – CITY MANAGER – Thanked the employee’s who work on the 4th of July in order for the City’s residents to enjoy the event safely. Introduced Daisy Sanchez, resident, who will be interning in the City Manager’s office this summer.

H. REPORTS – CITY ATTORNEY - None

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER – Not present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – None

Council Member Atkinson – None

Council Member Dugan – Attended the ICRMA (Independent Cities Risk Management Association) meeting on behalf of the City of El Segundo.

Mayor Pro Tem Jacobson – None
Mayor Fuentes – Attended the El Segundo Unified School District’s meeting, reminded the residents about the City’s 4th of July events and mentioned the upcoming Concert in the Park series that begins Sunday, June 21, 2015 at Library Park.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Jack Axelrod, resident, spoke on various items of concern.

MEMORIALS – None

ADJOURNMENT at 8:28 PM to June 29th at 6:00 PM in Council Chambers at 350 Main Street, El Segundo, CA 90245.

_____________________________
Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 16, 2015 – 5:00 P.M.

CALL TO ORDER – Mayor Fuentes at 5:02 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). None

SPECIAL MATTERS: -1- matter

1. Consideration and possible action to interview candidates for the Capital Improvement Program Advisory Committee. (Note: the interviews will commence at approximately 5:00 PM and take place in the West Conference Room.)
   (Fiscal Impact: None)

Council consensus to appoint Jerome Scott to a partial term ending on November 30, 2016 and Scott Whelan to a full term ending on November 30, 2019 to the Capital Improvement Program Advisory Committee (CIPAC).

ADJOURNMENT at 6:00 PM

Tracy Weaver, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: July 07, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to waive the bidding process per El Segundo City Code §1-7-10 and authorize the Fire Department to piggy-back on a Los Angeles County Internal Services Department Purchasing Division’s contract RFB IS-15200475-1, for the purchase and preventative maintenance of four (4) replacement monitors manufactured by Zoll Medical Corporation. (Fiscal Impact: $117,338.46)

RECOMMENDED COUNCIL ACTION:
1) Pursuant to El Segundo City Code §1-7-10, waive the formal bidding process and authorize the Fire Department to piggy-back on a Los Angeles County Internal Services Department Purchasing Division’s contract RFB IS-15200475-1, for the purchase and preventative maintenance of four (4) replacement monitors manufactured by Zoll Medical Corporation.
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Non-Competitive (Sole Source) Procurement Request
2. Zoll Medical Corporation quote and insurance requirements
3. Internal Services Department Term Contract Award with Zoll Medical Corporation
4. Internal Services Department Bid Solicitation (RFB-IS-15200475-1)

FISCAL IMPACT: $117,338.46 Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$117,338.46</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>None</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>601-400-3202-8104 Equipment Replacement</td>
</tr>
<tr>
<td></td>
<td>601-400-3203-8104 Equipment Replacement</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Carol Lynn Anderson, Management Analyst
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has used Zoll Medical Corporation monitors/defibrillators exclusively for over twenty years for neonatal, pediatric and adult patients. Our existing monitors range between being ten to fifteen years old and although the existing monitors/defibrillators still function, newer technology provides better and more accurate information to assess patient care and determine patient outcome.
Los Angeles County recently went out to bid to procure monitors/defibrillators and Zoll Medical Corporation was selected and awarded a three year contract. The El Segundo Fire Department would like to utilize this contract due to the price reasonableness and competitive pricing negotiated by Los Angeles County. Due to the economies of scale, the City will benefit from the reduced cost per unit negotiated by Los Angeles County. The City has accumulated enough money in equipment replacement in order to allow us to replace four (4) of our six (6) existing units. Staff recommends continued use of Zoll Medical Corporation equipment because of their proven quality and the benefit of user familiarity with the units being made by the same manufacturer. Although the new units are enhanced to provide greater diagnostics, and Wi-Fi capability, the basic operation of the new units remain the same. This equipment will reduce training efforts and assure consistent operating knowledge of the upgraded units.
NON-COMPETITIVE PROCUREMENT REQUEST

Date: 06/03/2015
Vendor/Brand Name: Zoll Medical Corporation
Requisition #: 
Estimated Dollar Amount: $117,338.46

When a request is made for a non-competitive purchase and the specifications limit the bidding to one source and/or one brand or trade name, the requesting department must complete the following. The form should be authorized by the next highest signature authority for the dollar value of the purchase. Also, please include a description of the good(s) or service(s) requested.

I. Please check one of the following:

1. ☒ SOLE SOURCE: Goods or services are available from one source only.

   What are the unique performance features of the product/brand requested that are not available in any other product/brand? For services: What unique qualifications, rights, licenses, etc. does this vendor possess?

   The El Segundo Fire Department would like to piggyback off of this newly awarded contract with Los Angeles County and Zoll Medical Corporation to procure replacement monitors/defibrillators. The unique performance features of the Zoll X Series Monitors/Defibrillators include:

   a) Universal defibrillator for all modes: 1) neonatal; 2) pediatric, and 3) adult patients;
   b) Only device with the latest technology measuring carbon monoxide levels through the Pulse CO-oximetry technology;
   c) Built-in Wi-Fi for uploading into electronic patient care reporting (ePCR) system;
   d) Current charging system will handle current and new 4-hour rechargeable batteries;
   e) Only device with high contrast and night vision goggle (NVG) display, to improve operational safety and use during evening hours.
   f) Only device to partner with Welch Allyn to provide synchronizing R-wave on an ECG; giving the most accurate blood pressure reading.
   g) Artifact indicator displaying when outside influences affect blood pressure readings including but not limited to electronic interference, noise, EKG or blood pressure abnormalities.
   h) Vendor provides free advanced level and 12-Lead training.
   i) History of past-performance for responsiveness. Depth/rate/integration features are consistent with existing equipment. There is no need to replace existing EKG, SP02 cables, CO2, or blood pressure cuffs as they are interchangeable.
   j) Functionality is consistent with current training protocols and is in alignment with existing equipment.

2. ☐ SOLE BRAND: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only.

   Why are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular good/service?

3. ☐ STANDARDIZATION REQUEST: The City requires the item(s) to standardize parts, design, quality, etc...

   If justification is based on matching with existing equipment, list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required.
4. □ NON-COMPETITIVE RECOMMENDATION: Examples include time constraints, pre-qualified suppliers/contractors, and quality/reliable performance history.

What are the special reasons, circumstances, or conditions that make a competitive purchase unfeasible and outside of the City's policies and procedures?

I am aware of City of El Segundo's policy for competitive bidding and the established criteria for a new Competitive Purchase Request.

Requestor: [Signature]  Date: 3/15/01
Supervisor: 
Date: 
Manager: 
Date: 
Director: [Signature]  Date: 8/15/01
Finance: 
Date: 
City Mgr.: 
Date: 
TO: El Segundo Fire Department

314 Main Street
El Segundo, CA 90245

Attn: Carol Lynn Anderson
Management Analyst
email: canderson@elsegundo.org
Tel: 310 722-2372

Budgetary Quote

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>601-2231011-01</td>
<td>X Series® Manual Monitor/Defibrillator</td>
<td>4</td>
<td>$40,020.00</td>
<td>$28,014.00</td>
<td>$112,056.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>with 4 trace tri-mode display monitor/defibrillator/printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5'(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-Ion battery • Carry case • Declaration of Conformity • Operator’s Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack $995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: $2,550 Masimo Pulse Oximetry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This quote is made subject to ZOLL’s standard commercial terms and conditions (ZOLL T’s & C’s) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T’s & C’s. Any modification of the ZOLL T’s & C’s must be set forth or referenced in the customer’s P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer’s P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

Page 1 Subtotal $112,056.00

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218
TO: El Segundo Fire Department

314 Main Street
El Segundo, CA 90245

Attn: Carol Lynn Anderson
Management Analyst

email: canderson@elsegundo.org
Tel: 310 722-2372

Budgetary Quote

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>
| 1    | 8000-0341    | SpO2 & SpCO $4,540  
  
  • Signal Extraction Technology (SET)  
  • Rainbow SET (for SpCO & SpMet)  
  
  NIBP Welch Allyn Includes: $3495  
  • Smartcuff 10 foot Dual Lumen hose  
  • SureBP Reusable Adult Medium Cuff  
  
  End Tidal Carbon Dioxide monitoring (ETCO2) $4,995  
  
  Orldion Microstream Technology: Order required Microstream tubing sets separately  
  
  Interpretative 12- Lead ECG: $8,450  
  • 12-Lead one step ECG cable - includes 4- Lead limb lead cable and removable precordial 5- Lead set |

  1  
  2  
  3  
  4  
  5  

  8000-0341  
  8000-000371  
  8000-02005-01  
  8000-0695  

  SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)  
  
  SpO2/SpCO/SpMet Rainbow DCl Adult Reusable Sensor with connector (3 ft)  
  
  Cable Sleeve, Propaq / X Series, ZOLL Blue  
  
  Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs |

$530.00  
$1,386.00  
$139.88  
$441.00  

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's & C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's & C's. Any modification of the ZOLL T's & C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

Page 2

Subtotal $114,652.88

Page 2

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x6218
**Budgetary Quote**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>8000-0580-01</td>
<td>Six hour rechargeable Smart battery</td>
<td>8</td>
<td>$495.00</td>
<td>$346.50</td>
<td>$2,772.00</td>
</tr>
<tr>
<td>7</td>
<td>8300-0250-01</td>
<td>SurePower Charger Adapter</td>
<td>8</td>
<td>$97.00</td>
<td>$67.90</td>
<td>$543.20</td>
</tr>
<tr>
<td>8</td>
<td>8000-000901-01</td>
<td>ECG plain white paper- 80mm (pack of 6 rolls)</td>
<td>4</td>
<td>$24.00</td>
<td>$16.80</td>
<td>$67.20</td>
</tr>
<tr>
<td>9</td>
<td>8778-0117</td>
<td>4 Year, 1 Preventative Maintenance (at time of equipment sale)</td>
<td>4</td>
<td>$920.00</td>
<td>$920.00</td>
<td>$3,680.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Estimated Sales Tax 9%</td>
<td></td>
<td></td>
<td></td>
<td>$10,623.18</td>
</tr>
<tr>
<td>10</td>
<td>5001-9928</td>
<td>ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In</td>
<td>2</td>
<td>($7,000.00)</td>
<td>($14,000.00)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>4001-9929</td>
<td>ZOLL M-Series Biphasic w/Pacing + 2 parameters (includes CCT) Trade-In</td>
<td>2</td>
<td>($500.00)</td>
<td>($1,000.00)</td>
<td></td>
</tr>
</tbody>
</table>

*Reflects Proposed LACFD Contract Pricing based off of Bid quote#179210.2 RFB-IS-16200475*

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

Page 3  Subtotal $117,338.46

---

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218
ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID #: 04-2711626

TO: El Segundo Fire Department

314 Main Street
El Segundo, CA 90245

Attn: Carol Lynn Anderson
Management Analyst

e-mail: canderson@elsegundo.org
Tel: 310 722-2372

Budgetary Quote

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>

**Trade-in Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.**

This quote is made subject to ZOLL’s standard commercial terms and conditions (ZOLL T’s + C’s) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T’s + C’s. Any modification of the ZOLL T’s + C’s must be set forth or referenced in the customer’s P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer’s P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

TOTAL $117,338.46

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218
ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the Specifications. This Quotation and the Terms and Conditions of Sale and Payment contained herein (collectively referred to as "Equipment") are subject to acceptance by the Customer. Any acceptance of such offer is expressly limited to the terms and conditions set forth in this Quotation. Any such acceptance which are contrary to or inconsistent with the terms and conditions of this Quotation, including but not limited to the quoted price and delivery terms, are hereby rejected in their entirety. ZOLL Medical Corporation reserves the right to accept or reject any order for Equipment at any time prior to delivery. Any such acceptance shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer. The terms of this agreement shall be as follows: Acceptance of the terms and conditions of this Quotation, which are expressly limited to the prohibitions of this Quotation (including these General Terms and Conditions), shall constitute a waiver or modification of any of the prohibitions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation. Any such agreement shall expressly state that it is a waiver, change or modification of this Quotation or the Contract and (ii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's place of business unless otherwise agreed to in writing. Any damaged or loss to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in this Quotation, Customer's purchase price is due thirty (30) days after the date of shipment or F.O.B. ZOLL Medical Corporation's shipment date. No cash discount or other credits or discounts, nor any other duties or customs charges, or any other processing fees shall be charged to the Customer for any taxes or duties of any nature.

4. CREDIT APPROVAL. All shipments and deliveries shall be at all times subject to the approval of ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or insurance which are acceptable to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in this Quotation do not include sales, use, excise, or other similar taxes or any duties or customs charges, or any other processing fees. The Customer shall pay in full all taxes, duties, and fees assessed by any federal, state or local authority on the sale, purchase, transfer or use of the Equipment or any part thereof. The Customer shall pay any and all taxes, duties, and fees assessed by any federal, state or local authority on the sale, purchase, transfer or use of the Equipment or any part thereof. The Customer shall pay any and all taxes, duties, and fees assessed by any federal, state or local authority on the sale, purchase, transfer or use of the Equipment or any part thereof. The Customer shall pay any and all taxes, duties, and fees assessed by any federal, state or local authority on the sale, purchase, transfer or use of the Equipment or any part thereof. The Customer shall pay any and all taxes, duties, and fees assessed by any federal, state or local authority on the sale, purchase, transfer or use of the Equipment or any part thereof.

6. WARRANTY. ZOLL Medical Corporation warrants to the Customer that at the time of installation or shipment, the Equipment furnished to the Customer is free from defects in material and workmanship under normal use and service and that the Equipment is suitable for the use for which it is intended. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge. ZOLL Medical Corporation shall be responsible for any defect or malfunction in the Equipment caused by defects in material or workmanship, and if such defect or malfunction is discovered by the Customer within the warranty period, ZOLL Medical Corporation shall repair or replace the Equipment free of charge.

7. SOFTWARE LICENSE. The software ("Software") which is sold to the Customer with the Equipment is licensed to the Customer for use in connection with the operation of the Equipment and any related accessories, parts, and software, subject to the following terms and conditions:

a. The Software is licensed under the terms and conditions set forth in this Quotation. The Customer shall not copy, distribute, install, or otherwise transfer or sublicense the Software, and the Software shall be used only in connection with the operation of the Equipment.

b. The Customer shall not make copies of the Software except for backup purposes.

c. The Customer shall not distribute, sublicense, or otherwise transfer the Software, except as permitted by the terms of this Quotation.

d. The Customer shall not reverse engineer, decompile, or disassemble the Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any of the Equipment due to any acts of God, strikes, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation, acts beyond the control of ZOLL Medical Corporation, or any other cause beyond the control of ZOLL Medical Corporation.

9. LIMITATIONS OF LIABILITY. In no event shall ZOLL Medical Corporation be liable for indirect or consequential damages resulting from ZOLL Medical Corporation's performance or failure to perform pursuant to this Quotation or any related equipment, software, or services, whether liability is based in contract, negligence, strict liability, product liability, or otherwise.

10. PATENT INFRINGEMENT. ZOLL Medical Corporation shall indemnify and defend the Customer against any suit, proceeding, or claim of patent infringement of any United States patent or copyright related to the Equipment. ZOLL Medical Corporation shall pay all costs, expenses, or attorneys' fees reasonably incurred by the Customer in connection with any such suit, proceeding, or claim. ZOLL Medical Corporation's obligation to defend or indemnify shall not affect its rights or obligations under this Quotation.

11. LIMITATIONS OF LIABILITY. In no event shall ZOLL Medical Corporation be liable for any indirect, special, consequential damages resulting from any such infringement.

12. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer and a claim for shortage shall be submitted to ZOLL Medical Corporation within ten (10) days after receipt of the shipment. WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

13. ACCEPTABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereunder.

14. COMPLIANCE WITH LAWS. ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws, regulations, and orders. The purchase order is solely for the purposes set forth herein and is subject to any laws, regulations, or orders applicable to the use of the Equipment furnished hereunder, and will contain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may declare in default any other Equipment under the Contract or under any order. The Customer hereby waives any and all delays or lapses of time before ZOLL Medical Corporation may declare any Equipment in default, and the Customer hereby waives any and all delays or lapses of time before ZOLL Medical Corporation may declare any Equipment in default. The Customer hereby waives any and all delays or lapses of time before ZOLL Medical Corporation may declare any Equipment in default. The Customer hereby waives any and all delays or lapses of time before ZOLL Medical Corporation may declare any Equipment in default. The Customer hereby waives any and all delays or lapses of time before ZOLL Medical Corporation may declare any Equipment in default.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation. Any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation is paid in full for the Equipment. ZOLL Medical Corporation is the sole owner of the Equipment until payment in full has been made.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION. ZOLL Medical Corporation does not discriminate based on sex, age, race, color, national origin, disability, sexual orientation, gender identity, or religion.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer. This Quotation shall be binding on the Customer in accordance with the terms and conditions set forth herein.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any legal action or proceeding arising out of this Quotation and the Equipment shall be brought in the courts of the Commonwealth of Massachusetts, and each party hereto hereby submits to the personal jurisdiction and venue of such courts.
City of El Segundo
Business License Division
350 Main Street, El Segundo, CA 90245
(310) 524-2317  Fax (310) 640-0489
www.elsegundo.org

BUSINESS REGISTRATION APPLICATION
Please review the instructions on the reverse.

PLEASE TYPE OR PRINT CLEARLY

<table>
<thead>
<tr>
<th>Application Type</th>
<th>New Application</th>
<th>Business Name/Address Change</th>
<th>Ownership Change</th>
<th>Application Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Type</td>
<td>Corporation</td>
<td>Partnership</td>
<td>Sole Proprietor</td>
<td>LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LP</td>
<td>Other (Specify):</td>
<td></td>
</tr>
</tbody>
</table>

| Business Name: ZOLL Medical Corporation |
| Address: 269 Mill Road |
| Mailing Address: 269 Mill Road, Chelmsford, MA 01824 |
| Business License Contact: Bryan Pank |
| Start Date in El Segundo: |

| NAIC: 334510 |
| FEIN or SSN: 04-2711626 |

<p>| List Corporate Officers, Owners or Partners Information |</p>
<table>
<thead>
<tr>
<th>Officer, Owner or Partner Name</th>
<th>Title</th>
<th>Home Address/ City/ State/ Zip Code</th>
<th>Home Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Jonathan Rennert</td>
<td>President</td>
<td>269 Mill Rd., Chelmsford, MA 01824</td>
<td>800-348-9011</td>
</tr>
<tr>
<td>2. A. Ernest Whiton</td>
<td>VP &amp; CEO</td>
<td>269 Mill Rd., Chelmsford, MA 01824</td>
<td>800-348-9011</td>
</tr>
<tr>
<td>3. John P. Bergeron</td>
<td>VP/Corp Treasurer</td>
<td>269 Mill Rd., Chelmsford, MA 01824</td>
<td>800-348-9011</td>
</tr>
</tbody>
</table>

| Emergency Contact Information (Police and Fire Department Emergency Use) |
| Local Contact | Full Local Address | Home Telephone |

Additional Information

<table>
<thead>
<tr>
<th>Landlord Address</th>
</tr>
</thead>
</table>

| Does your Business Plan to install operate an Alarm System? Yes | No X |
| Tobacco Sales? Yes | No | ABC license # |
| Alcohol Served? Yes | No | ABC License # |
| Will there be Entertainment or Dancing? Yes | No X |
| Vending Machines? Yes | No X |
| (List number and Type) |

Vehicle Information: Year and Make

<table>
<thead>
<tr>
<th>Bids &amp; Proposals Coordinator</th>
<th>05/15/2015</th>
<th>Elizabeth M. O'Brien</th>
</tr>
</thead>
</table>

Received/Notes: Zoning Review

| Commercial Business (3301) | $ 99.40 |
| Vehicles (3303) | $ |
| Contract Employees (3304) | $ |
| Home Occ./Other (3305) | $ |
| Penalties/Interest (3306) | $ |
| State Mandated SB 1186 fee* | $ 1.00 |
| Total Due | $ 100.40 |

I hereby certify, under penalty of perjury, that I am authorized to complete this form and the above information is true and correct.

Applicant's Signature

Print Applicant's Name

Contact Person

Landlord Telephone


230
City of El Segundo
Business License Division
Phone (310) 524-2314  Fax (310) 640-0489

Credit Card Authorization Form

Card Holder Information
Cardholder's Name: ____________________________________________________________

Cardholder's Billing Street Address: ______________________________________________

City: __________________________ State: _______ Postal Code: ______________________

Email: __________________________ Telephone: (_____) __________________________

Cardholder's Signature: __________________________________ Date: ______________

Please Print Authorization Signature: ___________________________________________

Payment Information
Payment Information: ZOLL Medical Corp., GPO PO Box 27028, NY, NY 10087-7028
(Invoice No., Permit No., Business License No.)

Amount: __________________________

Internal Use Only:
Date Enter in Cash Register: ______________________ by: _______________________

Credit Card Information
Credit Card Type: ☐ AMEX  ☐ Master  ☐ Visa

Credit Card No. __________________________ Expiration Date (MM/YY) ________

Amount to Charge: $__________________
May 15, 2015

City of El Segundo
ATT: Risk Management
350 Main Street, Room 5
El Segundo CA 90245-3813

RE: Workers’ Compensation Waiver of Subrogation

To whom it may concern:

In absence of a formal written contract with the City of El Segundo, this letter will acknowledge that ZOLL Medical Corporation agrees to include the City under ZOLL’s Workers’ Compensation Blanket Waiver of Subrogation endorsement with respect to the City’s purchase of ZOLL X-Series Defibrillator/Monitors.

Please contact us with any questions.

Regards,

[Signature]
Patrice J. Comb
Director of Risk Management
Item 1. Name & Mailing Address of the Insured
ASAHI KASEI AMERICA INC
800 THIRD AVENUE 30TH FLOOR
NEW YORK NY 10022

SEE EXTENSION OF INFO PG-NAMED INSURED
FEIN 132698638
TEL#: (517)223-2000 # of EMP:
U#: 
Insured is: CORPORATION
Name & Address of the Producer
AON RISK SERVICES SOUTH, INC.
3555 PIEDMONT RD NE S700
ATLANTA GA 30305
Producer Number 6-32811 999

OTHER WORK PLACES NOT SHOWN ABOVE - SEE ATTACHED EXTENSION OF INFORMATION PAGE

Item 2. POLICY PERIOD
12:01 A.M. standard time at the insured's mailing address FROM 07/01/14 TO 07/01/15

Item 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the states listed here: Refer To Extension of Information Page "Covered States"
B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:
   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All States, Except states designated in Item 3A and ND, OH, WA, WY,

D. Endorsements (Form No.) Refer To Extension of Information Page "List of Endorsements & Schedules"

Item 4. The Premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. Refer to Extension of Information Page

Minimum Premium: 1,000
Minimum Premium State: ILLINOIS
Expense Constant: NEW YORK ($450 INCL)
Premium Adjustment Period: AT EXPIRATION

Total Estimated Premium $1,124,704
Total State Surcharges $33,275
Total Estimated Charge $1,157,979
Deposit Amount $314,451

CHUBB GROUP OF INSURANCE COMPANIES:
ONE FINANCIAL CENTER
BOSTON, MA 02111-2697

Authorized Representative and Date Signed

Issue Date 07/02/14 BOS CLD 028

Form WC 00 00 01 A (Rev. 5-88) Includes copyright material of the National Council on Compensation Insurance, used with its permission. Copyright 1987, National Council on Compensation Insurance
EXTENSION OF INFORMATION PAGE

ITEM 1.

NAMED INSURED

It is agreed that Item 1 of the Workers Compensation and Employers Liability Policy Information Page includes the following Named Insureds:

<table>
<thead>
<tr>
<th>NAME OF INSURED</th>
<th>F.E.I.N.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAHI KASEI AMERICA INC</td>
<td>132698638</td>
</tr>
<tr>
<td>ASAHI KASEI PLASTICS AMERICA</td>
<td>133498415</td>
</tr>
<tr>
<td>CRYSTAL IS INC</td>
<td>331222464</td>
</tr>
<tr>
<td>ASAHI KASEI PHARMA AMERICA</td>
<td>204815808</td>
</tr>
<tr>
<td>ASAHI KASEI BIOPROCESS, INC</td>
<td>263768762</td>
</tr>
<tr>
<td>ASAHI KASEI MEDICAL AMERICA, INC</td>
<td>201196096</td>
</tr>
<tr>
<td>ASAHI KASEI PLASTICS NORTH AMERICA, INC</td>
<td>381842563</td>
</tr>
<tr>
<td>SUN PLASTECH INC</td>
<td>223449513</td>
</tr>
<tr>
<td>ZOLL MEDICAL CORP</td>
<td>042711626</td>
</tr>
<tr>
<td>BIO-DETEK, INC</td>
<td>043058832</td>
</tr>
<tr>
<td>ZOLL DATA SYSTEMS, INC.</td>
<td>650461124</td>
</tr>
<tr>
<td>ZOLL CIRCULATION</td>
<td>943267204</td>
</tr>
<tr>
<td>ZOLL LIFECOR CORPORATION</td>
<td>201121194</td>
</tr>
<tr>
<td>EN-PRO MANAGEMENT</td>
<td>113663395</td>
</tr>
<tr>
<td>AKM SEMICONDUCTOR</td>
<td>770404174</td>
</tr>
</tbody>
</table>

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Issue Date 07/02/14 

BOS CLD

WC 00 00 01A (Rev. 5-88)
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/01/14 (DATE) at 12:01 A. M. standard time, forms a part of

Policy No. (15)7174-99-22 of the PACIFIC INDEMNITY COMPANY

issued to ASAHI KASEI AMERICA INC (NAME OF INSURANCE COMPANY)

Endorsement No. ____________________________

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT
Chubb Group of Insurance Companies
15 Mountain View Road, Warren, NJ 07060

INFORMATION PAGE
WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

Issued by PACIFIC INDEMNITY COMPANY
a stock insurance company
incorporated in WISCONSIN

N.C.C.I. Carrier Code 10685

Policy Number (15)7174-99-22

Previous Policy Number (14)7174-99-22

OTHER WORK PLACES NOT SHOWN ABOVE - SEE ATTACHED EXTENSION OF INFORMATION PAGE

Item 1. Name & Mailing Address of the Insured
ASAHI KASEI AMERICA INC
800 THIRD AVENUE 30TH FLOOR
NEW YORK NY 10022

SEE EXTENSION OF INFO PG-NAMED INSURED
FEIN 132698638
TEL#: (517)223-2000 # of EMP:
U#:

Insured is: CORPORATION

Name & Address of the Producer
AON RISK SERVICES SOUTH, INC.
3555 PIEDMONT RD NE S700
ATLANTA GA 30305
Producer Number 6-32811 999

Item 2. POLICY PERIOD
12:01 A.M. standard time at the insured's mailing address FROM 07/01/14 TO 07/01/15

Item 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the states listed here: Refer To Extension of Information Page "Covered States"

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

- Bodily Injury by Accident $1,000,000 each accident
- Bodily Injury by Disease $1,000,000 policy limit
- Bodily Injury by Disease $1,000,000 each employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All States, Except states designated in Item 3A and ND, OH, WA, WY,

D. Endorsements (Form No.) Refer To Extension of Information Page "List of Endorsements & Schedules"

Item 4. The Premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Refer to Extension of Information Page

Minimum Premium: 1,000 Total Estimated Premium $1,124,704
Minimum Premium State: ILLINOIS Total State Surcharges $33,275
Expense Constant: NEW YORK ($450 INCL) Total Estimated Charge $1,157,979
Premium Adjustment Period: AT EXPIRATION Deposit Amount $314,451

CHUBB GROUP OF INSURANCE COMPANIES:
ONE FINANCIAL CENTER
BOSTON, MA 02111-2597

Authorized Representative and Data Signed

Issue Date 07/02/14 BOS CLD 028

Form WC 00 00 01A (Rev. 5-88) includes copyright material of the National Council on Compensation Insurance, used
with its permission. Copyright 1987, National Council on Compensation Insurance

236
EXTENSION OF INFORMATION PAGE
ITEM 1.
NAMED INSURED

It is agreed that Item 1 of the Workers Compensation and Employers Liability Policy Information Page includes the following Named Insureds:

<table>
<thead>
<tr>
<th>NAME OF INSURED</th>
<th>F.E.I.N.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAHI KASEI AMERICA INC</td>
<td>132698638</td>
</tr>
<tr>
<td>ASAHI KASEI PLASTICS AMERICA</td>
<td>133498415</td>
</tr>
<tr>
<td>CRYSTAL IS INC</td>
<td>331222464 NJITIN: 331222464000</td>
</tr>
<tr>
<td>ASAHI KASEI PHARMA AMERICA</td>
<td>204815808</td>
</tr>
<tr>
<td>ASAHI KASEI BIOPROCESS, INC</td>
<td>263768762</td>
</tr>
<tr>
<td>ASAHI KASEI MEDICAL AMERICA, INC</td>
<td>201196096</td>
</tr>
<tr>
<td>ASAHI KASEI PLASTICS NORTH AMERICA, INC</td>
<td>381842563</td>
</tr>
<tr>
<td>SUN PLASTECH INC</td>
<td>223449513 NJITIN: 223449513000</td>
</tr>
<tr>
<td>ZOLL MEDICAL CORP</td>
<td>042711826 NJITIN: 042711826000</td>
</tr>
<tr>
<td>BIO-DETEK, INC</td>
<td>043058832</td>
</tr>
<tr>
<td>ZOLL DATA SYSTEMS, INC.</td>
<td>650461124 NJITIN: 650461124000</td>
</tr>
<tr>
<td>ZOLL CIRCULATION</td>
<td>943267204 NJITIN: 943267204000</td>
</tr>
<tr>
<td>ZOLL LIFECOR CORPORATION</td>
<td>201121194 NJITIN: 201121194000</td>
</tr>
<tr>
<td>EN-PRO MANAGEMENT</td>
<td>113683395</td>
</tr>
<tr>
<td>AKM SEMICONDUCTOR</td>
<td>770404174 NJITIN: 770404174000</td>
</tr>
</tbody>
</table>

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Issue Date 07/02/14 BOS CLD
WC 00 00 01 A (Rev. 5-88)
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/01/14 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. (15)7174-99-22 of the PACIFIC INDEMNITY COMPANY

issued to ASAHI KASEI AMERICA INC (NAME OF INSURANCE COMPANY)

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

Reference Copy

Copyright 1983 National Council on Compensation Insurance.
# Certificate of Liability Insurance

**Producer:**
Aon Risk Services South, Inc.  
Atlanta GA Office  
3565 Piedmont Rd NE,Bldg1,#700  
Atlanta GA 30305 USA

**Insured:**  
Zoll Medical Corporation  
and Subsidiaries  
269 Mill Road  
Chelmsford MA 01824-4105 USA

**Insurer(s) Affording Coverage:**
- **Insurer A:** Federal Insurance Company  
  20281
- **Insurer B:** Pacific Indemnity Co  
  20346
- **Insurer C:** Mitsui Sumitomo Insurance Co of America  
  20362
- **Insurer D:** Trans Pacific Ins Co  
  41238

**Certificate Number:** 570057061056  
**Revision Number:**

**Coverages:**

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td>CPP 6403428-04</td>
<td>07/01/2014</td>
<td>Each Occurrence: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Damage/Repair: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Premises (If Occurrence): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person): $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Adv Injury: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Aggregate: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Products - Comp/Op Agg: $2,000,000</td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td>CPP 6403428-04</td>
<td>07/01/2014</td>
<td>Combined Single Limit: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Per Person): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Per Accident): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per Accident): $1,000,000</td>
</tr>
<tr>
<td><strong>Umbrella Liability</strong></td>
<td>EX5520027</td>
<td>07/01/2014</td>
<td>Each Occurrence: $30,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggregate: $30,000,000</td>
</tr>
<tr>
<td><strong>Workers Compensation and Employer's Liability</strong></td>
<td>71749922</td>
<td>07/01/2014</td>
<td>E.L. Each Accident: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease-Ea Employee: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease-Policy Limit: $1,000,000</td>
</tr>
<tr>
<td><strong>Products Liability</strong></td>
<td>J8601276</td>
<td>07/01/2014</td>
<td>Product/Comp Ops/Agg: $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prod/Comp Op's/Occ: $200,000</td>
</tr>
</tbody>
</table>

**Certificate Holder:**
City of El Segundo  
Attn: Carol Lynn Anderson  
350 Main Street  
El Segundo CA 90245-3813 USA

**Cancellation Information:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  
Authorized representative:  
Aon Risk Services South, Inc.

©1988-2014 ACORD CORPORATION. All rights reserved.
ADDITIONAL REMARKS SCHEDULE

AGENCY CUSTOMER ID: 57000057723

LOC #: 

NAMED INSURED

ZOLL Medical Corporation

POLICY NUMBER

See Certificate Number: 570057661056

CARRIER

See Certificate Number: 570057661056

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER</td>
<td></td>
</tr>
<tr>
<td>INSURER</td>
<td></td>
</tr>
<tr>
<td>INSURER</td>
<td></td>
</tr>
<tr>
<td>INSURER</td>
<td></td>
</tr>
</tbody>
</table>

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INS3</th>
<th>SUBR WYD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td>79882432</td>
<td>07/01/2014</td>
<td>07/01/2015</td>
<td>Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ex Products Liab</td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
SCHEDULE OF NAMED INSURED

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>PRODUCER NAME</th>
<th>PRODUCER CODE</th>
<th>EFFECTIVE DATE</th>
<th>POLICY NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAHI KASEI AMERICA, INC.</td>
<td>AON RISK SERVICES SOUTH INC.</td>
<td>0100175</td>
<td>07-01-2014</td>
<td>CPP6403426-04</td>
</tr>
</tbody>
</table>

12:01 a.m. standard time at your mailing address shown in the Policy Declarations

IL9 05 003 (cont.)

THE NAMED INSURED ON FORM IL9 05 003 IS AMENDED TO READ:

ASAHI KASEI AMERICA, INC.
ASAHI KASEI MEDICAL AMERICA, INC.
ASAHI KASEI PLASTICS NORTH AMERICA, INC.
ASAHI KASEI BIOPROCESS, INC.
SUN PLASTECH INC.
AKM SEMICONDUCTOR, INC.
ASAHI KASEI SPANDEX AMERICA
ASAHI THERMOFIL, INC.
ENVIROTHERM, INC.
ASAHI KASEI FIBERS AMERICA
ASAHI KASEI PLASTICS AMERICA, INC.
ASAHI KASEI MEDICAL CO., LTD.
ASAHI KASEI PHARMA AMERICA CORPORATION
CRYSTAL IS, INC.
ZOLL MEDICAL CORPORATION
BIO-DETOK, INCORPORATED
ZOLL LIFECOR CORPORATION
ZOLL DATA SYSTEMS, INC.
ZOLL CIRCULATION, INC.
EN-PRO MANAGEMENT, INC.
ZOLL MEDICAL CANADA, INC.
ASAHI KASEI CORPORATION
ZOLL MANUFACTURING CORPORATION
This endorsement change policy CPP6403426-04 which it is attached and is effective 07-01-14 at 12:01 a.m. standard time at the Insured's mailing address

Issued to: ASAHI KASEI AMERICA, INC.
Issued by: Trans Pacific Insurance Company
Producer: AON RISK SERVICES SOUTH INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED- AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement applies to the following states:

ALL STATES

AMENDED- AUTOMATIC ADDITIONAL INSURED

Paragraph 11., Automatic Additional Insureds, of The General Liability Extended Coverage Endorsement, is replaced by the following:

11. Automatic Additional Insureds
   a. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, if:

   (1) You are required to do so under a written contract, agreement or permit, or

   (2) Your insurance producer issues a certificate of insurance on your behalf evidencing additional insured status to the certificate holder

GL99990010911

Tokio Marine Management, Inc. 2011
but only with respect to liability arising out of your operations or premises owned by or rented to you.

b. However, the insurance provided by this paragraph for Automatic Additional Insureds does not apply to:

(1) Any written contract or agreement or any certificate of insurance that was executed subsequent to the "bodily injury", "property damage", "personal injury" or "advertising injury";
# TERM CONTRACT AWARD

## INTERNAL SERVICES DEPARTMENT

**ZOLL MEDICAL CORPORATION**  
269 MILL RD.  
WORLDWIDE HEADQUARTERS  
CHELMSFORD MA 01824-4105

**BUYER:** Connie Fu  
**PHONE:** 323-267-3217  
**EMAIL:** cfu@sd.lacounty.gov

**VENDOR NO:** 037374  
**CONTACT:** BRYAN PANK  
**PHONE:** 617-901-6585

**FISCAL YEAR:**  
**EFFECTIVE DATE:** 03/20/15  
**EXPIRATION:** 03/31/15

## MONITOR-CARDIAC-DEFIBRILLATOR

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>PRICE TYPE</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MONITOR-CARDIAC-DEFIBRILLATOR-MANUAL - ZOLL #801-2231011-01 X SERIES INCLUDES THE FOLLOWING: X SERIES MONITOR/DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLATOR(PRINTER, COMES WITH REAL CPR HELP, ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE(WI-FI, BLUETOOTH, USB CELLULAR MODEM CAPABLE) USB DATA TRANSFER CAPABLE AND LARGE 6.5'(16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY. ACCESSORIES INCLUDED: -SIX (6) FOOT 3-LEAD ECG CABLE -MFC CABLE -MFC CPR CONNECTOR -A/C POWER ADAPTER/BATTERY CHARGER -A/C POWER CORD -ONE (1) ROLL PRINTER PAPER -6.6 AH LI-ION BATTERY -CARRY CASE -DECLARATION OF CONFORMITY -OPERATOR'S MANUAL -QUICK REFERENCE GUIDE</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 2,6014.000000</td>
</tr>
</tbody>
</table>

**COUNTY OF LOS ANGELES**  
**3/18/15**  
**VENDOR SIGNATURE/DATE**

244
<table>
<thead>
<tr>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>PRICE TYPE</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONE (1) YEAR ems WARRANTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADVANCED OPTIONS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-REAL CPR HELP EXPANSION PACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-CPR DASHBOARD QUANTITATIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-SEE-THRU CPR ARTIFACT FILTERING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZOLL NONINVASIVE PACING TECHNOLOGY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-MASIMO PULSE OXIMETRY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-SP02&amp;SPCO (SIGNAL EXTRACTION TECHNOLOGY (SET) AND RAINBOW SET (FOR SpCO &amp; SpMet)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NIBP WELCH ALLYN INCLUDES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- SMARTCUFF 10 FOOT DUAL LUMEN HOSE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- SUREBP REUSABLE ADULT MEDIUM CUFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>END TIDAL CARTON DIOXIDE MONITORING (ETCO2 INTERPRETATIVE 12- LEAD ECG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-12-LEAD ONE STEP ECG CABLE INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-ORIDION MICROSTREAM TECHNOLOGY-REQUIRES MICROSTREAM TUBING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZOLL GUARANTEES PARTS FOR SEVEN (7) YEARS FROM THE LAST DATE OF SHIPMENT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRADE- IN:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>167 (EACH) ZOLL SERIES E CARDIAC MONITORS ARE AVAILABLE FOR TRADE- IN AT THE VALUE OF $7,000 EACH (TOTAL TRADE- IN ALLOWANCE $1,169,000.00). ZOLL WILL HOLD THE TRADE-IN VALUE OF THE E-SERIES OF $7,000 FOR THE ADDITIONAL MONITORS FOR THE TERM OF THE CONTRACT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZOLL IS RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5801 SOUTH EASTERN AVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCE, CA 90040</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON: LOMIA BENSON</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PHONE #: (323)838-2251</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THE COUNTY RESERVES THE RIGHT TO USE THE TRADE-IN AS TRADE-IN, SELL ON SEPARATE BID AND/OR CANCEL THE TRADE-IN, WHICHEVER IS IN THE
<table>
<thead>
<tr>
<th>LINE NO</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>PRICE TYPE</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>BEST INTEREST OF THE COUNTY</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 208.600000</td>
</tr>
<tr>
<td></td>
<td>CABLE-ASSEMBLY-MULTI-FUNCTION W/LABIES/ ZOLL MODEL # 8300-0783</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 556.500000</td>
</tr>
<tr>
<td></td>
<td>SENSOR-02-PEDIATRIC-DISPOSABLE/ ZOLL ITEM # 8000-0339 / 25 PER CASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 192.500000</td>
</tr>
<tr>
<td></td>
<td>FILTERLINE SET ADULT/PEDIATRIC/ ZOLL ITEM # 8300-0520-01/ 25 PER CASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 346.500000</td>
</tr>
<tr>
<td></td>
<td>SENSOR-SP02-ADULT-REUSABLE-LNCS-3FT/ ZOLL # 8000-000371</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 157.500000</td>
</tr>
<tr>
<td></td>
<td>CABLE-PATIENT-SP02-REUSABLE-LNCS-4FT/ ZOLL # 8000-000341</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 16.800000</td>
</tr>
<tr>
<td></td>
<td>PAPER-TEHERMAL-80MM W/GRID/ ZOLL # 8000-000910-01 / 6 ROLLS PER CASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LINE NO</td>
<td>COMMODITY/SERVICE DESCRIPTION</td>
<td>QUANTITY</td>
<td>UOM</td>
<td>PRICE TYPE</td>
<td>VALUE</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>8</td>
<td>CABLE-THERAPY -8FT/ ZOLL # 8300-0783</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 208.600000</td>
</tr>
<tr>
<td>9</td>
<td>SENSOR -SP02-ADULT-DISPOSABLE-LNCS/ ZOLL # 8000-0339 / 25 PER CASE</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 556.500000</td>
</tr>
<tr>
<td>10</td>
<td>SENSOR-SP02-PEDIATRIC-DISPOSABLE-LNCS/ ZOLL # 8000-0340 / 25 PER CASE</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 556.500000</td>
</tr>
<tr>
<td>11</td>
<td>CAPNOLINE PLUS-O2-ADULT-02 TUBING/ ZOLL # 8300-0524-01 / 25 PER CASE</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$ 248.500000</td>
</tr>
<tr>
<td>12</td>
<td>CONNECTOR-CPR/ ZOLL # 8000-0370</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 185.500000</td>
</tr>
<tr>
<td>13</td>
<td>CABLE-EXTENSION-DC POWER ZOLL # 8300-000006</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 1058.400000</td>
</tr>
<tr>
<td>14</td>
<td>HOSE-AIR-NIPB-1.5M/ ZOLL # 8300-0002-01</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 45.500000</td>
</tr>
<tr>
<td>LINE NO</td>
<td>COMMODITY CODE</td>
<td>QUANTITY</td>
<td>UOM</td>
<td>PRICE TYPE</td>
<td>VALUE</td>
</tr>
<tr>
<td>---------</td>
<td>----------------</td>
<td>----------</td>
<td>-----</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>15</td>
<td>465-14-00-000000</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$78,400,000</td>
</tr>
<tr>
<td></td>
<td>CABLE-DC POWER ZOLL # 8000-000903-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$346,500,000</td>
</tr>
<tr>
<td></td>
<td>KIT-SOFTCASE-EXPANDED/ ZOLL # 8707-000502-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$297,500,000</td>
</tr>
<tr>
<td></td>
<td>CABLE-PATIENT -1STEP FOR 12 LEAD EC/ ZOLL # 8000-000898-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$346,500,000</td>
</tr>
<tr>
<td></td>
<td>BATTERY - LITHIUM ION-RECHARGEABLE/ZOLL # 8000-0580-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$375,700,000</td>
</tr>
<tr>
<td></td>
<td>ELECTRODES-CPR-MULTI-FUNCTION HVP-CPR STAT-PADZ/ ZOLL # 8900-0400/ 8 PER CASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>CASE</td>
<td>ITEM</td>
<td>$166,830,000</td>
</tr>
<tr>
<td></td>
<td>ELECTRODES-MULTI-FUNCTION-SOLID GEL-PEDI-PADZ/ ZOLL # 8900-3000-01/ 6 PER CASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>465-14-00-042077</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$34,970,000</td>
</tr>
<tr>
<td></td>
<td>SLEEVE-CABLE/ ZOLL # 8000-002005-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LINE NO</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
<td>QUANTITY</td>
<td>UOM</td>
<td>PRICE TYPE</td>
<td>VALUE</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------</td>
<td>----------</td>
<td>-----</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>20</td>
<td>KIT-MODERN-CELL-MULTI-TECH GSM/ ZOLL # 8000-000471-01</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 416,500000</td>
</tr>
<tr>
<td>23</td>
<td>KIT-CUFF-WWELCH ALLYN SMALL/LARGE ADULT AND THIGH CUFF/ ZOLL # 8000-0895</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 110,250000</td>
</tr>
<tr>
<td>24</td>
<td>ADAPTER-CHARGER-SUREPOWER/ ZOLL # 8300-0250-01</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 67,900000</td>
</tr>
<tr>
<td>25</td>
<td>WARRANTY-EXTENDED-ONSITE-4 YEARS/ ZOLL # 8778-100044</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 3900.000000</td>
</tr>
<tr>
<td>26</td>
<td>PREVENTATIVE MAINTENANCE-ON SITE-4 YEARS-1 EACH PER YEAR PER MONITOR/ ZOLL # 8778-0117</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 920.000000</td>
</tr>
<tr>
<td>27</td>
<td>NON-CLINICAL X SERIES TRAINING MANUAL MONITOR/DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLAOTR/PRINTER/ ZOLL MODEL NUMBER 601-2231011-01-66</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$ 19609.000000</td>
</tr>
<tr>
<td>LINE NO.</td>
<td>COMMODITY/SERVICE DESCRIPTION</td>
<td>QUANTITY</td>
<td>UOM</td>
<td>PRICE TYPE</td>
<td>VALUE</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------</td>
<td>----------</td>
<td>----</td>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>ADVANCED COMMUNICATIONS PACKAGE (Wi-Fi)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bluetooth, USB cellular modem capable USB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data transfer capable and large 6.5&quot; (16.5cm) diagonal screen, full 12-lead VIEW</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>With both dynamic and static 12-lead mode display</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accessories included:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Six (6) foot 3 - lead ECG cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- MFC cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- MFC CPR connector</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- A/C power adapter/battery charger</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- A/C power cord</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- One (1) roll printer paper</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 6.6 Ah Li-ion battery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Carry case</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Declaration of conformity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Operator's manual</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Quick reference guide</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- One (1) year EMS warranty</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADVANCED OPTIONS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Real CPR help expansion pack</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CPR dashboard quantitative depth and rate in real time, release indicator, interruption</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timer, perfusion performance indicator (PPI)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- See - thru CPR artifact filtering</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ZOLL NONINVASIVE PACING TECHNOLOGY:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Masimo pulse oximetry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SpO2 &amp; SpCo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Signal extraction technology (SET)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Rainbow set (for SpCo &amp; SpMet)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NIBP WELCH ALYX INCLUDES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Smarcuff 10 foot dual lumen hose</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- SureBP reusable adult medium cuff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>END TIDAL CARBON DIOXIDE MONITORING (ETCO2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ordon microstream technology</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Order required microstream tubing sets separately</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>INTERPRETATIVE 12-LEAD ECG:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 12-lead one step ECG cable; includes 4-lead limb lead cable and removable precordial 6-lead set</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THE AGREEMENT PERIOD IS FROM MARCH 20, 2015 TO MARCH 31, 2018 INCLUSIVE, WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

CANCELLATION:
ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

PRICE GUARANTEE:
UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT PRICE IS MAXIMUM.

PAYMENT TERMS: 0.5/20, NET 30 DAYS

ORDERING INFORMATION:
ZOLL MEDICAL CORPORATION
269 MILL ROAD
CHELMSFORD, MA 01824
TEL: 1-800-348-9011
FAX: 978-421-0005

SENIOR EMS ACCOUNT EXECUTIVE: BRYAN PANK
TEL: 617-901-6565
EMAIL: BPANK@ZOLL.COM

F.O.B. DELIVERED
FREIGHT PREPAID AND ALLOWED

DELIVERY:
WITHIN 60-90 DAYS AFTER RECEIPT OF ORDER.

UTILIZATION RECAPITULATION REPORT:
120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

PER NEGOTIATIONS DATED MARCH 17, 2015, THE FIRE DEPARTMENT WILL RECEIVE FOUR (4) TRAINING UNITS, MODEL NUMBER 601-2231011-01-66 AT NO CHARGE WITH THEIR INITIAL ORDER.

ALL TERMS AND CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION # RFB-IS-15200475, ZOLL
SPECIAL TERMS & CONDITIONS

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1540197-1

NOTIFICATIONS (ATTACHMENT "A"), AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") (ATTACHMENT "B")

CERTIFICATE OF LIABILITY INSURANCE ON FILE

ANNUAL ESTIMATED VALUE $ 6,000,000.00

REPLACES AGREEMENT MA-IS-43861
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County’s Quality Assurance Plan. The County or its agent will evaluate Contractor’s performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all contract terms and performance standards. Contractor deficiencies which County’s determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer’s certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to comply with the requirement of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury service Program’s definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County’s sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
Notifications

ZOLL would like to respectively make the following changes to the terms and conditions;

1.) With regards to page 4, item 12 Indemnification; The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), to the extent arising directly from negligent acts and/or omissions of contractor this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

2.) With regards to page 29, General Liability; The General Liability clause requests Form CG0001 or equivalent; our General Liability coverage meets this condition, however, our Product/Completed Operations coverage is written on a separate claims-made form. We are unable to change this due to the nature of our products.

3.) With regards to page 29, Indemnification and insurance requirements; Contractor shall indemnify, defend and hold harmless county, and its special district, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), to the extent arising directly from or connected with contractor’s negligent acts and/or omissions arising from and/or relating to any agreement formulated as a result of this inquiry.

4.) With regards to page 29, Certificate of Insurance;
   a. We are unable to comply with item (3) (Cancellation condition). The cancellation clause on a Certificate of Insurance cannot be altered or amended for copyright reasons and due to State Insurance Regulations. ZOLL will not cancel any of the required policies without providing 30 calendar days written notice to the County.
   b. Item (4) we can include the County as an Additional Insured under our General Liability policy with respect to ZOLL’s operations on behalf of the County. Our carrier will not issue a separate endorsement as our policy contains a blanket Additional Insured endorsement. We are not able to include the County under our Products Liability policy as our Insurance carrier does not want to brought in on professional/malpractice claims. The contractual wording in the policy will indemnify the County for ZOLL’s negligence.
   c. Item (5) Our Product Liability policy contains a $200,000 deductible, for which ZOLL would be responsible. Our carrier will not reduce or eliminate the deductible. ZOLL would not be willing to provide a bond to the County; we feel our financial condition is strong enough that a bond guaranteeing payment of the deductible is not necessary.
5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, county may deduct from sums due at expense of contractor to contractor any premium costs advanced by county for such insurance.

6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.
5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, county may deduct from sums due at expense of contractor to contractor any premium costs advanced by county for such insurance.

6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.

ZOLL AGREES TO ADD THE FOLLOWING LANGUAGE WITH REGARDS TO PAGE 29, GENERAL LIABILITY.

IF ANY PART OF THE REQUIRED INSURANCE IS WRITTEN ON CLAIMS MADE BASIS, ANY POLICY RETROACTIVE DATE SHALL PRECEDE THE EFFECTIVE DATE OF THIS CONTRACT. CONTRACTOR UNDERSTANDS AND AGREES IT SHALL MAINTAIN SUCH COVERAGE FOR A PERIOD OF NOT LESS THAN THREE (3) YEARS FOLLOWING CONTRACT EXPIRATION, TERMINATION OR CANCELLATION.
CONTRACTOR’S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND
THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL
HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services")
to County ("Covered Entity") and Business Associate receives, has access to or creates
Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health
Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and
regulations promulgated thereunder, including the Standards for Privacy of Individually
Identifiable Health Information ("Privacy Regulations") and the Health Insurance
Reform: Security Standards ("the Security Regulations") at 45 Code of Federal
Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security
Regulations"). The Privacy and Security Regulations require Covered Entity to enter
into a contract with Business Associate ("Business Associate Agreement") in order to
mandate certain protections for the privacy and security of Protected Health Information,
and those Regulations prohibit the disclosure to or use of Protected Health Information
by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical
Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain
provisions of the HIPAA Privacy and Security Regulations apply to Business Associates
in the same manner as they apply to Covered Entity and such provisions must be
incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect
the privacy and provide for the security of Protected Health Information disclosed to or
used by Business Associate in compliance with HIPAA's Privacy and Security
Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information,
the release, transfer, provision of access to, or divulging in any other manner of
Protected Health Information outside Business Associate’s internal operations or to
other than its employees.
1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is
received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.


1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

Page 3 of 12
RFB-IS-15200475

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in
accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the
non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.
If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social
security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record,
RFB-IS-15200475

Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents,
RFB-IS-15200475

from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created
or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 **No Third Party Beneficiaries.** Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 **Use of Subcontractors and Agents.** Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 **Relationship to Services Agreement Provisions.** In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 **Regulatory References.** A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 **Amendment.** The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered
RFB-IS-15200475

Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.
REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

SOLICITATION:
RFB-IS-15200475-1

BID DUE:
12/22/14 12:00:00 PM

RETURN BID TO ADDRESS BELOW
INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103 BID ROOM 1ST FLOOR
LOS ANGELES CA 90063

BUYER: Connie Ph
BUYER PHONS: 323-267-2217
DATE ISSUED: 12/01/14
REQ. DEPARTMENT: IS
AGENCY REQ. NO.: MONITOR
REQ. NO.: 
FISCAL YEAR: 
SCHEDULED BEGIN DATE: 
SCHEDULED END DATE: 
NUMBER OF COMMODITY LINES: 27
PROCUREMENT FOLDER: 851301

MONITOR-CARDIAC-DEFIBRILLATOR - MANDATORY BIDDERS CONFERENCE

TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN _______ THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT _________% _______ DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: _______ CERTIFIED CHECK ATTACHED: _______ OTHER ATTACHMENTS: _______
4. BID REFERENCE NUMBER: _______. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT),
5. PLEASE REMOVE FROM THIS COMMODITY CODE: _______.
6. FEIN OR SOCIAL SECURITY# REQUIRED: _______

** IMPORTANT **

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @
HTTP://COMISUR.CO.LA.CA.US/WEBVEN/

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIVERGE, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER: 
TITLE: 
DATE: 

SIGNATURE OF BIDDER: 
(MUST BE SIGNED)
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-15200475-1

COMPANY NAME :  

BID DUE: 12/22/14 12:00:00 PM  

PAGE 2

1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.

2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.

3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.

4. Bid each item separately. Prices must be stated in units specified hereon.

5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.

6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, 'days for delivery' or 'days from receipt of order' mean calendar days.

7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.

8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.

9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.

10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.

11. If required, samples of items shall be furnished at no cost. Samples are not returnable. County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.

12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.

13. County shall not return bids for change/correction after receipt.


15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.

16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.

17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.

18. Inspections and examinations or failure to go do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

COMPANY NAME: ________________________________

BID DUE: 12/22/14 12:00:00 PM

19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County’s Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

20. The purchase, if any, resulting from the Request shall be governed by the County’s terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

21. No County employee whose position in County service enables him/her to influence any award to your firm, or, any other position or economic interest beneficial to the bidder herein, or any other direct or indirect financial interest in any transaction resulting from this Request.

22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.

24. County reserves the right to negotiate price, terms and conditions with the selected vendor.

25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.

26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may at County’s discretion, be grounds for a determination of non-responsibility.

27. Community based enterprises are encouraged to bid. It is the County’s policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.

28. All bids must include a complete “Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form” and “Attestation of Willingness to Consider Gain/Grow Participants Survey” attached hereto. Bids not including completed forms may, at County’s option, be returned or the bidder may be required to provide complete forms prior to consideration.

29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.

30. Bidders are reminded to thoroughly review all solicitation documents.

31. Prior to bid award, County reserves the right to request clarification of any bid.

32. The offering of gifts, including token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer in full compliance with Chapter 2.160 can be reviewed and downloaded from the following website:

http://bos.co.ca.ca.us/categories/LobInfo/ordinance.htm.

34. Subsequent to the County’s evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code sections 6250 et. seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such information, including, without limitation, those so marked, if disclosure is permitted by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary” the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

35. County’s Quality Assurance Plan. The County or its agent will evaluate Contractor’s performance under this agreement not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all contract terms and performance standards. Contractor shall execute any reasonable or continuing that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County’s prior written consent.

37. Bidders/Proposers Adherence to County’s Child Support Compliance Program

Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202)

38. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting laws (California Code Section 14000). Not less than 10 days before a state-wide election, every Contractor and sub-contractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
REQUEST FOR BID

SO NO : RFB-IS-15200475-1

BID DUE: 12/22/14 12:00:00 PM

ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:

TERMS AND CONDITIONS OF PURCHASE

1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified herein or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.

5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount period shall be computed regardless of the date of delivery and County's acceptance of the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10. CONFLICT OF INTEREST:
10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependant of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND Venue: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorneys' fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or
b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation of the provisions of this Purchase Order or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of this Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1778, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars ($1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the County. In this purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

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

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other location designated by the County, an acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor’s suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of the trade. Only County’s Purchasing Agent can make changes or modifications by issuance of an official change notice.
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-15200475-1

COMPANY NAME : 

BID DUE: 12/22/14 12:00:00 PM

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, trustee, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers’ Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor’s performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babydsafelaw.org for printing purposes.

31. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department’s Notice of Findings or Earnings Assignment. The Contractor agrees to provide family or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under “CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM” shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, Failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice by COUNTY, may terminate this Contract/Purchase Order pursuant to “VENDOR’S RESPONSIBILITY AND DEBARMENT” and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.
32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classification, including Sub-classification, for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payroll records for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:
A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing County Department and Purchase Order or Contract Number
F. Period of time in which work is being performed
G. Employee Name, Address and Social Security Number
H. Work Classification, including Sub-classification
J. Hours Pay
K. Rate of pay
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:
A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or their subcontractor.
D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSE/EWD/Apprentice.htm
or
Division of Labor Standards Enforcement
445 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be current and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 10% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes ____ No ____
STANDARD TERMS & CONDITIONS

VENDOR’S RESPONSIBILITY AND DEBARTMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: http://www.lasobe.org

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: http://www.dgs.ca.gov/pd/home.aspx
Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: http://www.dgs.ca.gov/pd/home.aspx

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base.

Information about federal small business registration is available on the CCR website at: http://www.ccr.gov

Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: ____________________________

☐ I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission

☐ I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

☐ I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVend) Vendor Number is: ________________________________

My Commercial and Government Entity (CAGE) code is: ___________
CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

<table>
<thead>
<tr>
<th>Agency name</th>
<th>Minority</th>
<th>Women</th>
<th>Dis-Advantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
</tbody>
</table>

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

<table>
<thead>
<tr>
<th>Print Authorized Name</th>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
COUNTY OF LOS ANGELES

BIDDER’S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form “Attestation of Willingness to Consider GAIN/GROW, Participant's” attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

   ________ YES (SUBJECT TO VERIFICATION BY COUNTY) ________ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

   ________ YES ________ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

   ________ YES ________ NO

   ________ N/A (Program not available)

Bidder Organization:

Signature: ___________________________ Print Name: ___________________________

Title: ___________________________ Date: ___________________________

Tel.: ___________________________ Fax #: ___________________________
I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer’s certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.
For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3334.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County’s boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.
The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than $250,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
STANDARD TERMS & CONDITIONS

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.201). All bidders or proposers, whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip: |
| Telephone Number: | | |
| Solicitation for (Type of Goods or Services): | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
Part II: Certification of Compliance

☐ My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: ____________________________ Title: ____________________________

Signature: ____________________________ Date: ____________________________
STANDARD TERMS & CONDITIONS

COMPANY NAME : 

REQUEST FOR BID
SO NO : RPB-IS-15200475-1

BID DUE: 12/22/14 12:00:00 PM

FRICRS SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGMENTS BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County’s sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babynatela.org for printing purposes.

CONTRACTOR’S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member’s mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

☐ No, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

☐ Yes, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below.

Printed Name of Vendor or Contractor

Printed Name of Responsible Manager

Signature Date

287
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

|                                                      |

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

Name of Firm

Print Name of Signer  Title

Signature  Date
1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATE</th>
<th>YEAR INC.</th>
</tr>
</thead>
</table>

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.


3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

<table>
<thead>
<tr>
<th>Name</th>
<th>County of Registration</th>
<th>Year became DBA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? If yes,

Name of parent firm:_________________________

State of incorporation or registration of parent firm:_________________________

5. Please list any other names your firm has done business as within the last five (5) years:

<table>
<thead>
<tr>
<th>Name</th>
<th>Year of Name Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

__________________________
Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ years experience, within the last _____ years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willingness to consider hiring GAIN/GNOW participant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complies with the County's Child Support Compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certifies intent to comply with County's Jury Service Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Declares intent to comply with County's Living Wage Program</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:
________________________________________

Address:
________________________________________

E-mail: __________________________ Telephone Number: __________________________

Fax number: __________________________

On behalf of __________________________ (Proposer's name), I __________________________ (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature: __________________________ Internal Revenue Service

Employer Identification Number:

Title: __________________________ California Business License Number:

Date: __________________________ County Vendor Number
OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Vendor's Company

Address  
City  
State & Zip Code

Printed Name  
Signature  
Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority.

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.
Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:
- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.

2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.

3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchasing Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.

4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

6. The Purchasing Agent will respond to all bid protests in a timely manner.

7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.
Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing, has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County’s Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

http://ordlink.com/codes/lacounty/index.htm

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;

☐ To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.D, on any Los Angeles County property tax obligation; and

☐ The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME:

PRINT NAME:

SIGNATURE:

TITLE:

DATE:
SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid the SBE Subcontractor Information Form @ http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The Final Report of Subcontracting Form @ http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the Final Report of Subcontracting and Purchases Form within fifteen (15) working days.

If the award is a one year or more agreement, the Final Report of Subcontracting and Purchases Form shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The Final Report of Subcontracting and Purchases Form shall be submitted to the Office of Small Business at:

Debbie Cabreira-Johnson
Office of Small Business
1100 N Eastern Ave 1st Floor
Los Angeles, CA 90063
DCabreira@iad.lacounty.gov

ELECTRONIC CATALOG

If required by County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

http://doingbusiness.lacounty.gov/terms_and_conditions.htm

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

________________________
Name of Company

________________________
Name of Authorized Vendor Representative

________________________
Signature of Authorized Representative Date
REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State’s Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov/

☐ I AM NOT a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ I AM certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>County Webven No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF REVIEWER</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
<th>DATE</th>
</tr>
</thead>
</table>
SPECIAL TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-15200475-1

COMPANY NAME : 

BID DUE: 12/22/14 12:00:00 PM

PAGE 27

QUOTATIONS ARE REQUESTED FOR OUR REQUIREMENTS AS LISTED HEREBIN, FURNISHED AS NEEDED FOR A PERIOD OF THREE (3) YEARS, RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (PAGE 2, PARAGRAPH 13) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN SIXTY (90) CALENDAR DAYS AFTER OPENING.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # 

CERTIFICATE OF REGISTRATION # 

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.409.7115.

QUOTATION MUST STATE DEFINITELY MANUFACTURER'S BRAND NAME AND NUMBER, AND PACKAGING OFFERED.

OUR TOTAL CONSUMPTION FOR THE PAST YEAR, AS SHOWN IN THE QUANTITY COLUMN, IS GIVEN FOR INFORMATION ONLY, AND WE GUARANTEE NO MINIMUM QUANTITY; HOWEVER, REQUESTS EXCEEDING REQUIREMENTS STATED HEREBIN BY MORE THAN 10% SHALL BE SUBJECT TO ACCEPTANCE BY THE SUPPLIER AND/OR SUBJECT TO RESRID BY THE COUNTY OF LOS ANGELES.

QUOTE F.O.S. DELIVERED.

FREIGHT PREPAID AND ALLOWED

VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)

COUNTY: TAKES OWNERSHIP AT DESTINATION

SUBMIT DESCRIPTIVE LITERATURE WITH YOUR BID. BIDS WHICH ARE NOT ACCOMPANYED BY LITERATURE COVERING THE ITEMS YOU OFFER MAY NOT BE CONSIDERED.

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT PRICES QUOTED ARE MAXIMUM.

ALTERNATE OFFERS

BIDDERS OFFERING ALTERNATE BRANDS MUST FURNISH WITH THEIR BID A CROSS-INDEX LISTING SHOWING THE SPECIFIED BRAND ITEM NUMBERS AND THEIR EQUIVALENT ALTERNATE ITEM NUMBERS. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID OFFER.

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THIS SPACE PROVIDED. IF QUOTING AS
SPECIAL TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-15200475-1

COMPANY NAME :

BID DUE: 12/22/14 12:00:00 PM

PAGE 28

SPECIFIED ON AN ITEM, INDICATE IN THE SPACE ‘AS SPECIFIED’.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY OFFER
THAT DOES NOT FULLY COMPLY WITH THE INSTRUCTIONS REGARDING FILLING
OUT THE SPECIFICATION SHEET AND/OR FAILS TO RETURN FILLED OUT
SPECIFICATION SHEET.

MATERIAL MUST MEET SPECIFICATION. IN CASE YOU OFFER SUB-
SPECIFICATION DELIVERIES, SAME WILL BE REJECTED AND COST OF
ANALYSIS AND LOSS OR DAMAGE TO THE COUNTY WILL BE FOR YOUR ACCOUNT.

RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH
WE HAVE NO RECORD.

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

DEMONSTRATION: IF REOUIRED, BIDDER MUST FURNISH A MACHINE AND
OPERATOR FOR A COMPLETE DEMONSTRATION AT COUNTY INSTITUTIONS UNDER
ACTUAL WORKING CONDITIONS.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS
BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY
APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID
AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL
BE DISCARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM
BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN
ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

SHOW YOUR FIRM’S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER
FOR INDIVIDUAL PURCHASE ORDERS:
MAIL PURCHASE ORDER TO

______________________________

TELEPHONE NUMBER
TOLL FREE NUMBER PREFERRED.

UTILIZATION RECAPITULATION REPORT:
120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A
RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE
COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM
DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW
THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR
OR THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL
PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

STATE HERE THE MANUFACTURER’S WARRANTY COVERING PRECEDING
EQUIPMENT:
ON
PARTS-----------------------------
ON LABOR--------------------------

WHICH OF THE FOLLOWING AGENCIES HAVE APPROVED YOUR PRODUCT?
FAILURE TO SUPPLY NAME OF APPROVING AGENCY MAY BE CAUSE FOR
REJECTION OF YOUR OFFER.
UNDERWRITERS LABORATORIES (UL) ...............YES NO
LOS ANGELES CITY TESTING LABORATORY .................YES NO
FACTORY MUTUAL CORPORATION ..........................YES NO
ETL TESTING LABORATORIES, INC.........................YES NO
CANADIAN STANDARDS ASSOCIATION ...................YES NO

IN THE EVENT YOUR PRODUCT IS NOT APPROVED BY ANY OF THE ABOVE
AGENCIES, WILL YOU, AS A PART OF YOUR BID PRICE, SUBMIT YOUR
PRODUCT TO ONE OF THOSE AGENCIES FOR APPROVAL? ..YES NO
IN ANSWERING YES, YOU AGREE TO SUBMIT YOUR PRODUCT TO ONE OF THE
ABOVE AGENCIES FOR APPROVAL WITHIN TEN (10) DAYS AFTER RECEIPT OF
A PURCHASE ORDER FROM THE COUNTY OF LOS ANGELES. A COPY OF SUCH
APPLICATION AND SUBSEQUENT APPROVAL IS TO BE SUBMITTED TO THE
PURCHASING AND CENTRAL SERVICES DEPARTMENT IMMEDIATELY UPON
ISSUANCE. IDENTIFYING THE APPLICABLE PURCHASE ORDER NUMBER AND
DEPUTY PURCHASING AGENT. FAILURE TO OBTAIN APPROVAL BY ONE OF
SPECIAL TERMS & CONDITIONS

REQUEST FOR BID

SO NO: RPB-IS-15200475-1

COMPANY NAME:

BID DUE: 12/22/14 12:00:00 PM

PAGE 29

THE ABOVE AGENCIES WITHIN SIXTY (60) DAYS SHALL RELIEVE THE COUNTY OF ANY RESPONSIBILITY FOR PURCHASE ORDER FULFILMENT
IN NO EVENT SHALL ANY EQUIPMENT BE SHIPPED PRIOR TO OBTAINING THE REQUIRED APPROVAL(S).

INSURANCE COVERAGE REQUIREMENTS;

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
GENERAL AGGREGATE: $2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: $1 MILLION
PERSONAL AND ADVERTISING INJURY: $1 MILLION
EACH OCCURRENCE: $1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN $1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL ‘OWNED’ ‘HIRE’ AND ‘NON-OWNED’ VEHICLES, OR COVERAGE FOR ‘ANY AUTO’.

WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR’S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS’ COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS’ LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
EACH ACCIDENT: $1 MILLION
DISEASE - POLICY LIMIT: $1 MILLION
Disease - EACH EMPLOYEE: $1 MILLION

INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, PENS, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR’S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR’S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR’S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DDI highlight PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN:

SOLICITATION/CONTRACT #

COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:
(1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
(3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
SPECIAL TERMS & CONDITIONS

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the county of Los Angeles and all of its special districts, and all its officers, employees and agents as insureds for all activities arising from subsequent agreement.

(5) Identify any deductibles or self-insured retentions for county's approval. The county retains the right to require contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to county, or, require contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

Insurer financial ratings: insurance is to be provided by an insurance company acceptable to the county with an A.M. Best rating of not less than A-VIII, unless otherwise approved by county.

Failure to maintain coverage: failure by contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to county, shall constitute a material breach of the contract. Upon which county may immediately terminate or suspend subsequent agreement. County, at its sole option, may obtain damages from contractor resulting from said breach. Alternatively, the county may purchase such required insurance coverage, and without further notice to contractor, county may deduct from sums due to contractor any premium costs advanced by county for such insurance.

Notification of incidents, claims or suits: contractor shall report to county:

(1) Any accident or incident relating to services performed under subsequent agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against contractor and/or county. Such report shall be made in writing within 24 hours of occurrence.

(2) Any third party claim or lawsuit filed against contractor arising from or related to services performed by contractor under subsequent agreement.

(3) Any injury to a contractor employee which occurs on county property. This report shall be submitted on a county "Non-Employee Injury Report" to the county contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of county property, monies or securities entrusted to contractor under the terms of subsequent agreement.

Compensation for county costs: in the event that contractor fails to comply with any of the indemnification or insurance requirements of subsequent agreement, and such failure to comply results in any costs to county, contractor shall pay full compensation for all costs incurred by county.

Insurance coverage requirements for sub-contractors: contractor shall ensure any and all sub-contractors performing services under subsequent agreement meet the insurance requirements of subsequent agreement by either:

(1) Contractor providing evidence of insurance covering the activities of sub-contractor, or

(2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance.

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the contract, upon which county immediately may withhold payments due to contractor, and/or suspend or terminate this contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the county may purchase the required insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor for reimbursement.

Health insurance portability and accountability act of 1996 ("HIPAA") - Business Associate

Business Associate - Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access
to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in the "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")" in order to provide those services. The County and the Contractor therefore agree to the terms of EXHIBIT A, "Business Associate under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")"

UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. BIDDER SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE SELECTED VENDOR.

AUTHORIZATION WARRANTY
CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.
REQUEST FOR BID
SO NO : RFB-IS-15200475-1

BID DUE: 12/22/14 12:00:00 PM

All individuals in attendance shall be required to sign in at all mandatory Bidders' Conferences. When attending as the representative of a vendor, the individual shall set forth the name of the vendor whom he or she represents. Failure to sign in pursuant to the foregoing may disqualify the submitted offer from further consideration, as the County shall determine in the County's sole discretion.

SCHEDULED EVENT NO : 1
EVENT DATE : 12/15/14 : MANDATORY BIDDERS CONFERENCE
### PRICE SHEET

**REQUEST FOR BID**

**SO NO**: RFB-IS-15200475-1

**BID DUE**: 12/22/14 12:00:00 PM

### COMMODITY / SERVICE DESCRIPTION

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>QNTY FROM/TO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXT. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMODITY CODE**: 465-14-00-041093

**MONITOR-CARDiac-DEFIBRILLATOri-MANUAL - ZOLL #: 601-2231011-01 X SERIES OR EQUAL**

**INCLUDES THE FOLLOWING**:  
- WITH 4 TRACE TRI-MODE DISPLAY  
- MONITOR/DEFIBRILLATOR/PRINTER  
- REAL CPR HELP ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE (WI-FI, BLUETOOTH, USB, MULTIMODE CAPABLE) USB DATA TRANSFER CAPABLE AND LARGE 6.5" (16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY.

- SIX (6) FOOT 3-LEAD ECG CABLE  
- MFC CABLE  
- MFC CPR CONNECTOR  
- A/C POWER ADAPTER/BATTERY CHARGER  
- A/C POWER CORD  
- ONE (1) ROLL PRINTER PAPER  
- 6.6 AH LI-ION BATTERY  
- CARRY CASE  
- DECLARATION OF CONFORMITY  
- OPERATOR'S MANUAL  
- QUICK REFERENCE GUIDE  
- ONE (1) YEAR exnn WARRANtry  
- REAL CPR HELP EXPANSION PACK  
- CPR DASHBOARD QUANTITATIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPi)  
- SEE-THRU CPR ARTIFACT FILTERING  
- NONINVASIVE PACING TECHNOLOGY  
- MASIMO PULSE OXIMETRY  
- SP02&SPO2 (SIGNAL EXTRACTIO TECHNOLOGY AND RAINBOW SET  
- NIBP WELCH ALLYN INCLUDES SMARTCUFF 10 FOOT DUAL LIMB HOSEx AND SURESP SPARE ADULT MEDIUM CUFF  
- END TIDAL CARTRIDGE DIOXYDE MONITORING  
- INTERPRETABLE 12- LEAD ECG (12-LEAD ONE STEP ECG CABLE INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PERCordial 6-LEAD SET

**TRADE-IN**:  
167 (RACH) ZOLL SERIES E CARDiac MONITORS ARE AVAILABLE FOR TRADE-IN ON THE ABOVE ITEMS.

**BIDDER TO INDICATE OFFERED TRADE-IN TOTAL ALLOWANCE HERE $__________**

**WINNING BIDDER SHALL BE RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION:**

**FIRE DEPARTMENT**

5801 SOUTH EASTERN AVE
COMMERCE, CA 90040

**CONTACT PERSON**: LOMIA BENSON

**CONTACT PHONE #:** (323) 838-2251

**THE COUNTY RESERVES THE RIGHT TO USE THE TRADE-IN AS TRADE-IN, SELL ON SEPARATE BID AND/OR CANCEL THE TRADE-IN, WHICHVER IS IN THE BEST INTEREST OF THE COUNTY**
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY / SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXT. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>1.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CABLE-ASSEMBLY-MULTI-FUNCTION W/LABLES/ ZOLL MODEL #: 8300-0783</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>12.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SENSOR-02-ADULT/PEDIATRIC-DISPOSABLE/ ZOLL ITEM #: 8000-0339</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>14.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FILTERLINE SET ADULT/PEDIATRIC/ ZOLL ITEM #: 8300-0520-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>303.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SENSOR-SP02-ADULT-REUSABLE-LNCS-3PT/ ZOLL #: 8000-0000371</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>272.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CABLE-PATIENT-SP02-REUSABLE-LNCS-4PT/ ZOLL #: 8000-000341</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>600.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PAPER-THERMAL-80MM W/GRID/ ZOLL #: 8000-0000910-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>14.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CABLE-THERAPY -8FT/ ZOLL #: 8300-0783</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>52.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SENSOR-SP02-ADULT-DISPOSABLE-LNCS/ ZOLL #: 8000-0339</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>224.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SENSOR-SP02-PEDIATRIC-DISPOSABLE-LNCS/ ZOLL #: 8000-0339</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>COMMODITY CODE: 465-14-00-00000000</td>
<td>7.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PRICE SHEET

#### REQUEST FOR BID

**SO NO : RFB-IS-15200475-1**

**BID DUE: 12/22/14 12:00:00 PM**

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY / SERVICE DESCRIPTION</th>
<th>QUANTITY FROM/TO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXT. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>CAPNOLINE PLUS-02-ADULT-02 TUBING/ ZOLL # 8300-0524-01 CASE OF 25</td>
<td>4.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>17.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>CABLE-EXTENSION-DC POWER ZOLL # 8300-000006</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>10.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>HOSE-AIR-NIPB-1.5M/ ZOLL # 8300-0002-01</td>
<td>4.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>CABLE-DC POWER ZOLL # 8000-000903-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>37.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>KIT-SOFTCASE-EXPANDED/ ZOLL # 8707-00050202-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>104.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>CABLE-PATIENT -1ST STEP FOR 12 LEAD EC/ ZOLL # 8000-00898-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>374.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>BATTERY - LITHIUM ION-RECHARGEABLE/ZOLL # 8000-0580-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>ELECTRODES-CPR-MULTI-FUNCTION HVP-CPR STAT-PADZ/ ZOLL # 8900-0400</td>
<td>360.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>COMMODITY CODE: 465-14-00-0000000</td>
<td>84.00</td>
<td>CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>ELECTRODES-MULTI-FUNCTION-SOLID GEL-PEDI-PADZ/ ZOLL # 8900-3000-01</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>SLEEVE-CABLE/ ZOLL # 8000-002005-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LINE NO.</td>
<td>COMMODITY / SERVICE DESCRIPTION</td>
<td>QUANTITY FROM/TO</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXT. AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------------</td>
<td>------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>22</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>KIT-MODERN-CELL-MULTI-TECH GSM/ ZOLL # 6000-000471-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>KIT-CUFF-W/ WELCH ALLYN SMALL/LARGE ADULT AND THIGH CUFF/ ZOLL # 8000-0895</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td>525.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADAPTER- CHARGER-SUREPOWER / ZOLL # 8300-0250-01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WARRANTY - EXTENDED-ONSITE-4 YEARS/ ZOLL # 8778-100044</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td>175.00</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PREVENTATIVE MAINTENANCE -ON SITE-4 YEARS- 1 EACH PER YEAR PER MONITOR / ZOLL # 8778--0117</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>COMMODITY CODE: 465-14-00-00000000000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUPPLIES AND ACCESSORIES - ADDITIONAL ITEMS NOT LISTED ABOVE -COMPLETE MANUFACTURER'S PRICE LIST AND PROVIDE % DISCOUNT OFF THE 2015 PRICE LIST (LINE #27 FOR INFORMATION ONLY)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PER SPECIFICATION ATTACHED

MANDATORY BIDDERS CONFERENCE: DECEMBER 15, 2014
LOCATION: 1100 N EASTERN AVE
LOS ANGELES, CA 90063
TIME: DECEMBER 15, 2014 AT 10:00 AM
LOCATION: ISD LARGE CONFERENCE ROOM (1 FLOOR)
AGENDA DESCRIPTION:
Consideration and possible action to waive informal bidding procedures and award a Services Agreement for custodial services for City of El Segundo building to J&L Building Maintenance. (Fiscal Impact: $176,569 the first year, with a proposed 3% annual escalation for an additional four years.)

RECOMMENDED COUNCIL ACTION:
1. Waive informal bidding procedures and award a Services Agreement for custodial services for City of El Segundo building facilities to J&L Building Maintenance, in a formed approved by the City Attorney, for $176,569 for the first year, with a 3% proposed annual escalation for an additional four years.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Scope of Work

FISCAL IMPACT: $176,569 this year; $937,429 over five years

Amount Budgeted: $154,980
Additional Appropriation: No. $21,589 for Year 1 to be transferred from 405 Building Maintenance Account
Account Number(s): 001-400-2601-6206 (Government Buildings: Contract Services)

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

BACKGROUND AND DISCUSSION:
On December 18, 2012, the City awarded a five-year custodial contract to Zest Enterprises after completing a competitive RFP process. However, on July 20, 2013 (less than one year late), that contract was terminated due to performance issues and emergency contract was issued to Professional Building Maintenance (PBM). That contract was renewed on September 2, 2014 as services were satisfactory. However, by the beginning of 2015, services levels began to decline. Staff therefore terminated service with PBM on June 17, 2015, for cause according to Section 8.4 Termination. On June 18, 2015, the City entered into a temporary custodial contract with a limited scope of services with J&L Building Maintenance (JLBM) to ensure a timely transition between the two companies and maintain basic custodial services. Staff has since obtained a complete scope of work quote and desires to move forward with a permanent custodial contract with JLBM.
The City has prior experience with the owners JLBM as they were the managers for PBM in 2014 and provided excellent oversight and management of custodial operations. However, these managers left PBM to start their own business approximately one year ago. Within six months of their departure, PBM service levels started to decline. JLBM did not solicit the City for business, but rather the City reached out to them this past April for a quote and possible contract award. Based on our past experience with these managers/owners, staff has a high degree of confidence that JLBM will provide excellent service and be responsive to this City’s daily custodial needs.

The El Segundo Municipal Code requires that general services with an estimated value of $25,000 or more be informally bid (ESMC Chapter 1-7). However, the ESMC allows the informal bidding procedures to be waived in certain situations, typically when a vendor is the “sole source” for the services or supplies:

“"The city council may waive the purchasing procedures otherwise required by this chapter when required or desirable and in conformance with state law. For purposes of example, and not limitation, the city council may waive bidding requirements for obtaining supplies that are available from only one vendor as supported by appropriate documentation." (ESMC §1-7-10).

In the present situation, the City Council may waive bidding procedures if it finds that a direct award to JLBM is “desirable” and does not conflict with state law. Staff believes that such a direct award is desirable given staff’s past positive experience with these specific individuals and staff’s poor experience with the previous three custodial companies.

In the alternative, the City Council may decline to waive the bidding procedures and direct staff to commence the informal bidding process for custodial services.

Because this is the fourth custodial contract in four years, staff recommends that City Council waive the bidding procedures pursuant to ESMC §1-7-10 and approve a full-service General Services Agreement with JLBM, in a form approved by the City Attorney, for $937,429 ($176,569 base year plus 3% escalation for 4 additional years) for custodial services for City buildings and facilities. This year’s custodial budget shortfall of $21,589 will be covered using the existing 405 Building Maintenance Account, so no additional appropriation is needed. The budget proposed by JLBM is approximately $9,000 more than the 2015/16 PMB budget, but equal to the one of two qualified quotes received in 2012. Because a few additional services were added for Library and Parks facilities, staff feels that the rate is well within the competitive marketplace.
CUSTODIAL CONTRACT SCOPE OF SERVICES FOR
CITY OF EL SEGUNDO BUILDING FACILITIES
PW 15-03
MAY 1, 2015 TO APRIL 30, 2020

PROJECT LOCATION:
The project consists of providing custodial/janitorial services at seventeen (17) locations throughout the City of El Segundo, which include the Library, City Hall, Police, Recreation Park facilities, Residential Sound Insulation (RSI) and the El Segundo Lifeguard Station as described in detail on the following pages.

SCOPE OF SERVICES
It is the intent of these specifications to provide for the inclusion of all labor, materials, equipment, protective measures, tools, transportation means and supervision necessary for the custodial/janitorial services described in the following Scope of Work.

I. SCOPE OF WORK
Contractor shall supply all labor, material, equipment and supervision of reliable crews experienced to provide custodial/janitorial services described herein. The locations, areas to be cleaned and hours of access for each location vary according to Table 1. The City reserves the right to change the work hours and shift schedule. The contractor shall be notified at least one (1) full week prior to such changes.
Table 1. Custodial/Janitorial services shall be provided for the following locations and/or areas according to the hours specified.

<table>
<thead>
<tr>
<th>Map #</th>
<th>Location</th>
<th>Daily, Weekly, Monthly and Quarterly Service Locations</th>
<th>Hours</th>
<th>Approx. Area (SF)</th>
</tr>
</thead>
</table>
| 1     | Lifeguard Station 105 Vista del Mar | 7 days weekly, Monday – Sunday, for 4 months annually, between May 23 and September 23  
• Clean public restrooms four times daily total at 10:00 a.m., 1:00 p.m., 4:00 p.m. and 7:30 p.m. Close and lock the doors after the last cleaning at 7:30 p.m. | Between 8:00 a.m. and 8:00 p.m.                     | 388               |
| 2     | Acacia Park Pool                | Summer – 2 days weekly, Saturday and Sunday only, plus special reservations, mid-June thru mid-September (Approximately 13 weeks)  
• 2 restrooms                                                                                                             | Prior to 8:00 a.m. or after 8:00 p.m.                | 143               |
| 3     | Urho Saari Swim Stadium (The Plunge) 219 W. Mariposa Ave | 6 days weekly, Monday – Saturday  
• Upstairs Office  
• Lobby Locker Room  
• Upstairs Men’s & Women’s Locker Rooms/Restrooms and Showers  
• Sanitize and scrub tiles on Pool Deck (Monthly only)                           | After 9:00 p.m. or before 6:00 a.m. the following day | 3,927             |
<table>
<thead>
<tr>
<th>Map #</th>
<th>Location</th>
<th>Daily, Weekly, Monthly and Quarterly Service Locations</th>
<th>Hours</th>
<th>Approx. Area (SF)</th>
</tr>
</thead>
</table>
| 4     | El Segundo City Library         | 6 days weekly, Monday – Saturday  
- Office areas, Hallways, Lobbies and Conference Rooms  
- Restrooms  
- Lunchrooms  
- Elevator  
- Urns  
- Polish brass stair rails  
- Young People Library Area  
- Fish Tank  
- Technical Processing Area  
- Main Floor Public Areas  
- Book and Other Shelves  
- Mezzanine and Book Storage Area  
Monthly only  
- Pressure wash Front Entrance, Stairs, Sidewalk and Entryway  
Pressure washing may occur during the daytime, on weekdays before the library opens, or on Sundays | Between 9:00 p.m. and 2:00 a.m. | 15,643           |
| 5     | Residential Sound Insulation (RSI) | 3 days weekly, Monday/Wednesday/Friday  
- Office areas, Hallways, Restrooms | Monday through Thursday after 6:00 pm | 500               |
<table>
<thead>
<tr>
<th>Map #</th>
<th>Location</th>
<th>Daily, Weekly, Monthly and Quarterly Service Locations</th>
<th>Hours</th>
<th>Approx. Area (SF)</th>
</tr>
</thead>
</table>
| 6     | City Hall                 | 4 days weekly, Monday – Thursday  
  - Office areas, Hallways, Lobbies, Conference rooms, Lunchrooms  
  - (9) Restrooms  
  - Elevator  
 OTHER SERVICES: Clean, dust, vacuum, set up furniture, and set out drinking water in the Council Chambers prior to 7:00 p.m. for City Council meetings; prior to 5:30 p.m. for Planning Commission meetings, and prior to 6:00 p.m. for Parks Commission meetings.  
 Wash, dry, and put away used dishes, utensils, etc. daily after City Council, Planning Commission and Parks Commission Meetings.  
 Keep City Council kitchen area clean daily and put dishes away.  
 Put away tray of unused soda and water left in West Conference Room after City Council regular and special meetings, usually the first and third Tuesday of the month | City Hall Cleaning:  
 Monday through Thursday after 6:00 pm  
 Other Services:  
 City Council Meetings: Set up before 7:00 p.m., first and third Tuesdays of the month;  
 Planning Commission: set up before 5:30 p.m. second & fourth Thursdays of the month;  
 Parks Commission: Set up before 6:00 p.m. third Wednesdays of the month | 20,287         |
| 7     | Police Department         | 5 days weekly, Monday – Friday on the ground floor of the building only (no basement level work)  
  - Offices, Hallways, Lobbies, Conference rooms, lunch rooms  
  - Restrooms  
  - Elevator | Monday through Friday after 4:00 pm | 12,900         |
| 8     | Recreation Park Restrooms | 7 days weekly, Monday – Sunday  
  - 2 Bobby Sox Field snack Bar restrooms  
  - 2 Stevenson Field snack bar Restrooms  
  - 2 George Brett Field Snack Bar Restrooms | Before 7:30 a.m. or after 10:00 p.m. | 504          |
| 9     | Gordon Clubhouse          | 6 days weekly (Monday – Saturday)  
  - Office Areas  
  - All Areas on First Floor and Lower Level  
  - All Restrooms on First Floor and Lower Level  
  - Kitchen Area on First Floor | Before 7:30 a.m. or after 10:00 p.m. | 10,644         |
<table>
<thead>
<tr>
<th>Map #</th>
<th>Location</th>
<th>Daily, Weekly, Monthly and Quarterly Service Locations</th>
<th>Hours</th>
<th>Approx. Area (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Checkout Building 401 Sheldon Street</td>
<td>7 days weekly, Monday – Sunday  · Office areas, Conference Room, and Kitchenette  · Restrooms once daily September 16 – June 14  · Restrooms twice daily June 15 – September 15</td>
<td>Before 7:30 a.m. or after 10:00 p.m. daily  Second cleaning of restrooms between 12:00 p.m. and 4:00 p.m.  June 15 – Sept 15</td>
<td>1,056</td>
</tr>
<tr>
<td>11</td>
<td>Joslyn Center 339 Sheldon Street</td>
<td>7 days weekly, Monday – Sunday  · Office Area, Kitchen, Library, Meeting Rooms and Hall  · Restrooms</td>
<td>Before 7:30 a.m. or after 10:00 p.m.</td>
<td>548</td>
</tr>
<tr>
<td>12</td>
<td>Joslyn Elevator</td>
<td>7 days weekly, Monday – Sunday  · Elevator</td>
<td>After 4:00 p.m.</td>
<td>45</td>
</tr>
<tr>
<td>13</td>
<td>Outreach Office 339 Sheldon St.</td>
<td>5 days weekly, Monday – Friday  · Office Area</td>
<td>Before 7:30 a.m. or after 10:00 p.m.</td>
<td>200</td>
</tr>
<tr>
<td>14</td>
<td>Teen Center 405 E. Grand Ave</td>
<td>6 days weekly, Monday – Saturday  · Office Area and Rec Room  · Restrooms</td>
<td>Before 1:00 p.m. or after 11:00 p.m.</td>
<td>5,445</td>
</tr>
<tr>
<td>15</td>
<td>Hilltop Park Pool</td>
<td>Summer – 7 days weekly plus special reservations beginning Friday of Memorial Day weekend and ending the last Sunday in September (Approximately 18 weeks)  · 2 restrooms</td>
<td>Prior to 8:00 a.m. or after 8:00 p.m.</td>
<td>760</td>
</tr>
<tr>
<td>16</td>
<td>Camp Eucalyptus 641 California Street</td>
<td>3 days weekly, Monday – Thursday  · Rec Room  · Restrooms</td>
<td>Before 8:00 a.m. or after 10:00 p.m.</td>
<td>1,665</td>
</tr>
<tr>
<td>17</td>
<td>Campus El Segundo 2201 E. Mariposa Ave</td>
<td>7 days weekly, Monday – Sunday  · Office Area  · Restrooms</td>
<td>Before 8:00 a.m. or after 10:00 p.m.</td>
<td>681</td>
</tr>
</tbody>
</table>

Annual Service shall be completed for all facilities listed above.
Regular Daily Service includes but is not limited to:

- Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis.
- Clean all floors by sweeping and/or dust mopping, including halls and interview rooms. Damp mop all spots/stains as needed. Move and return furniture, chairs, etc to their appropriate location as needed for cleaning.
- Vacuum all carpeted areas. Spot clean or damp mop all spots/stains as needed. Move and return furniture, chairs, etc to their appropriate location as needed for cleaning.
- Clean all counters and display cases.
- Clean and disinfect the drinking fountain and all kitchen and bathroom sinks (dispose of all items left in the sink).
- Clean all marks, and smudges from the reception windows, counters, chairs, and other furniture in lobby areas.
- Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant.
- Damp mop lavatory floor areas with a germicidal solution.
- Spot clean walls around sinks, urinals and toilet bowls.
- Clean restroom mirrors and bright metal. Refill all soap, towel, air freshener, and paper product dispensers nightly. Dust the tops of the lavatory partitions.
- Wash entrance door glass and frames to remove hand marks and smudges.
- Remove and deposit trash in the designated containers daily. Empty recycle bins and shredders at each work station daily. Place all trash from buildings into designated areas outside of building for municipal collection.
- Remove all identified recyclable materials to the recycle bins.
- Leave written notice of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights, and breakage or damage to bulbs for the City’s Building Maintenance Supervisor.
- Turn off all lights except those required and designated to be left on. Set automated alarm system upon completion of janitorial service where appropriate.
- Wash, dry, and store dishes, pots, pans, and kitchen utensils in designated cabinets after these evening meetings have ended:
  - City Council meetings (1st and 3rd Tuesday of the month)
  - Planning Commission (2nd and 4th Thursday of the month)
  - Recreation Park Commission meetings (3rd Wednesday of the month)
- Any questionable items left near trash cans are not to be removed unless clearly marked.
- Clean company logos and signs throughout all areas
- In the Young People’s Library area, dust and polish with non-toxic cleaners (soapy water on Plexiglas on Living Coral Reef) to ensure safety of fish and longevity of the Plexiglas
- Clean and remove building graffiti
- Polish all brass/stainless handrails, doors and trim surfaces with approved polish
- Empty exterior ash urns from all buildings where present; replace sand as needed
• For Restrooms and Locker Rooms, additionally,
  o Restock all soap, toilet paper and paper towel supplies
  o Clean all mirrors
  o Clean and refill dispensers
  o Clean sinks, faucets, chrome fittings, and toilets
  o Empty Sanitary Napkin containers and replace Liners as needed.
  o Spot wash walls and dispensers
  o Spray odor control
  o Sweep, wet mop and sanitize floors
  o Ensure air fresheners are available in all restroom stalls
• For Restrooms and Locker Rooms in Urho Saari Swim Stadium (The Plunge), the Joslyn Center, and the Clubhouse, additionally,
  o Mop locker room floors
  o Restock all soap, toilet paper and paper towel supplies
• For all public restrooms in Recreation Park, Campus El Segundo, Hilltop Park, and Acacia Park, additionally,
  o Ensure that all the restrooms are completely cleaned as described above
  o Restock all soap, toilet paper and paper towel supplies
• For Lunch Rooms, additionally,
  o Clean all tables and chairs and counter tops
  o Clean appliances – stovetops, refrigerators, coffee machine and microwaves
• For City Manager/City Council Kitchen
  o Clean appliances including stovetops, refrigerators, coffee machines, microwave oven, and toaster oven
  o Clean kitchen counter
  o Mop and sanitize floor
• For City Manager’s Office and waiting area
  o For City Manager’s office, clean, wipe off, dust the City Manager’s desk, bookcase, conference table, window sill, computer, printer, TV, coat rack, chairs
  o For City Manager’ office, clean floor mat
  o For City Manager/City Council waiting area, clean, wipe off, dust waiting area tables and chairs daily
  o Vacuum daily
• For elevators, additionally,
  o Turn OFF Elevator
  o Wet mop and sanitize floor
  o Clean elevator walls and control panel
  o Wipe down doors inside and out.
  o Sweep and vacuum door tracks on both levels.
  o For Library elevator, clean interior and exterior brass doors, panels, and call buttons.
  o Turn ON Elevator
• Secure facility upon completion of work
**Weekly service includes but is not limited to:**
- Remove (dispose) all items from refrigerators, excluding condiments and unopened water and soft drinks
- Clean the inside of microwave ovens
- Clean and disinfect tables in employee lounge areas
- Clean windows/glass in conference rooms
- Dust all telephone receivers and office furniture window sills, low ledges, baseboards, blinds, picture frames, moldings and counters office equipment and furniture
- Empty coffee filters / coffee grounds from coffee machines and dispose of them in a trash receptacle
- Wash and rinse any coffee pots
- Thoroughly clean the entire restroom or restrooms in each facility; sanitize the floor and tile area on the walls; remove any hard watermarks and soap scale from faucets
- Systematically clean and dust all library bookshelves on a continuous, rotational basis

**General Monthly Service includes but is not limited to:**
All Monthly work shall be done during the week that includes the 1st business day of the month and shall be ready for inspection on the Monday of the following week.

- Perform complete “high” dusting – includes pictures, frames, sills, door jambs, ceiling vents and grilles, fixtures and diffusing lenses, spotlights, baseboards, shades, drapes, blinds and any area not included in daily cleaning
- Dust/wax City Manager's wrap-around desk/file cabinets, bookshelves, coat rack, and conference table
- Vacuum upholstered furniture – vacuum under cushions
- Clean soil spots from chairs
- Clean and high-speed buff all tile floors, hallways and restroom floor tiles
- Carpet cleaning as needed or requested
- Pressure wash front entrance, stairs, sidewalk, entryways, and north restroom ramp of the Library
- Steam clean or shampoo the library’s Friends of the Library Room carpet using approved cleaning methods and equipment and spot clean other carpeted areas as requested
- Sanitize and scrub tile on the pool deck at Urho Saari Swim Stadium
- Wax and polish floors in the following Recreation Park areas
  - Teen Center
  - Joslyn Center
  - Clubhouse
- Shampoo the Joslyn Center carpet using approved cleaning methods and equipment
Quarterly Service includes but is not limited to:
All quarterly work shall be done during the first two weeks of the quarter (in the months of January, April, July and October) and shall be ready for inspection the third week.

- Dust/wax each desk top
- Dust/wax tops of all filing cabinets
- Wipe down/disinfect chairs in lobby areas
- Clean all trash containers with detergent
- Wipe/clean/remove any visible dust from heating/air conditioning vents
- Strip and wax (three coats) all tile/linoleum surfaces
- Machine scrub tile floors in restrooms, showers and locker rooms; sanitize all floor and wall surfaces
- At Library, clean interior windows

Bi-Annual Service (January and June)
- Steam clean or shampoo all carpeted library areas using approved cleaning methods and equipment
- At Library, clean all exterior library windows

Annual Service (June)
- Strip and wax floors
- Steam clean or shampoo all carpeted areas using industry approved cleaning methods and equipment
- Clean all windows in building
- Remove all cobwebs from corners, ceilings and window frames
II. OTHER CONDITIONS
The Contractor will use “environmentally preferable” cleaning products when available for the required cleaning. A list of products that the vendor will use shall be available for approval by the City. Additionally, the Contractor will be required to use non toxic cleansers in the Children’s areas of the Library and at the Teen Center. Only soapy water shall be used on the exterior of the fish tank to ensure the longevity of the tank.

The Contractor shall provide MSDS sheets for all cleaning products being used to the Building Maintenance Supervisor at the beginning of the contract term. The Contractor shall update the MSDS sheets annually for the duration of the contract.

The Contractor will be responsible for supplying all the restroom and employee lounge supplies such as paper towels, air freshener, toilet paper and liquid, anti-bacterial hand soap. Additionally, the Contractor is responsible for all janitorial supplies and equipment necessary to properly perform the work specified above. These supplies and equipment consist of, but are not limited to, mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, and commercial grade approved disinfectant.

Contractor shall use a fragrant air freshener in the employee rest room; unscented or lightly scented products are to be used in all other areas of the office. Please note that limited space is available for contractor to store basic equipment and supplies on site.

All individuals performing on the project must clear a criminal background check. Employees must refrain from use of any City of El Segundo telephones, photocopy machines, fax machines, computers or other equipment in the office.

SUPERVISION OF WORK
Contractor shall conduct regular systematic inspection of the work crew, and be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. Contractor shall notify the Building Maintenance Supervisor or other designated person by phone, letter or email of any special comments on janitorial needs.

If the employees on the existing crew or an existing facility assignment are changed for any reason, the Contractor shall notify the Building Maintenance Supervisor in order to arrange for new badges, security clearances, etc. if applicable. The crew supervisor shall accompany new employees on their first week rounds to ensure that all cleaning is done correctly and completely, and that the new employees are adequately trained. The crew supervisor shall also accompany employees the next week after any City complaints are received in order to resolve any reported custodial issues. All such training shall be to the Building Maintenance Supervisor.
TERM OF CONTRACT:
The term of this agreement shall be for a period of one (1) year, with an option to extend for an additional four (4) years, beginning on the date of certification. A 3% (three percent) annual increase will be applied to the base bid rates for services for the remaining four years. Contractor shall maintain all required permits, business licenses, and insurance during the term of the contract. The City reserves the right to terminate the agreement unilaterally at any time upon 60 days written notice to the Contractor. If, in the sole judgment of the Building Maintenance Supervisor, the Contractor has failed to comply with the terms set forth in the contract and these specifications, the contract may be terminated upon five days written notice to the Contractor.
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

MEETING DATE: July 7, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to execute a first amendment to Agreement No. 4858, in a form approved by the City Attorney, with MV Cheng & Associates to (1) continue to provide professional, technical, and consulting support as the City’s Interim Finance Director as stated in Exhibit A of the agreement; (2) extend the term of the agreement to December 31, 2015; (3) modify and increase the total amount of the Agreement to $125,000 ($100,000 in General Fund and $25,000 in Internal Service Funds).

(Fiscal Impact: An additional appropriation of $46,500 is needed in General Fund. An appropriation of $11,500 is needed in Internal Service Funds.)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute an amendment to Agreement No. 4858 with MV Cheng & Associates in the amount not to exceed $125,000.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft First Amendment to Agreement No. 4858 between the City of El Segundo and MV Cheng & Associates.
2. Agreement No. 4858 along with MV Cheng & Associates and Scope of Work

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>varies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>Yes – $58,000</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>$46,500 001-400-2501-6214 (Professional/Technical Services)</td>
</tr>
<tr>
<td></td>
<td>$11,500 602-400-0000-6214/603-400-2321-6214</td>
</tr>
</tbody>
</table>

PREPARED BY: Trang Nguyen, Acting Fiscal Services Manager
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On May 28, 2015, the City’s Finance Director resigned from the position. Recognizing the immediate needs of a Finance Director to help guide the City through the budget processes, the City Manager has reached out to MV Cheng & Associates to ask Ms. Misty Cheng to join the City Executive team as Interim Finance Director. Ms. Cheng has twenty years of experience in both private and public sector and has served as the Acting/Interim Finance Director in a number of cities.

The City Manager entered into the Professional Services Agreement with MV Cheng & Associates on May 26, 2015 in the amount not to exceed $25,000 until September 30, 2015. At this time, staff recommend that the City Manager extends the agreement with MV Cheng & Associates until December 31, 2015 and increase the amount not to exceed by $100,000 to bring the total agreement to $125,000.
FIRST AMENDMENT TO
AGREEMENT NO. 4858 BETWEEN
THE CITY OF EL SEGUNDO AND
MV CHENG & ASSOCIATES

THIS FIRST AMENDMENT ("Amendment") to Agreement No. 4858, executed on or about May 26, 2015 (the "Agreement"), is made and entered into this 7th day of July 2015, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and MV CHENG & ASSOCIATES, a California Corporation ("CONSULTANT"). The Parties agree to amend the Agreement as follows:

1. Section 1(C) of the Agreement is amended to read as follows:

   "As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed one hundred and ten thousand dollars ($125,000) for the CONSULTANT’s services at an hourly rate of $110. CITY may modify this amount as set forth below. Unless otherwise specified by a written amendment to this Agreement, CITY will pay this sum."

2. Section 8 of the Agreement is amended to read as follows:

   "The term of this Agreement will be from May 26, 2015 to December 31, 2015. Unless otherwise determined by a written amendment between the parties, this Agreement will terminate in the following instances:

   A. Completion of the work specified in Exhibit "A"

   B. Termination as stated in Section 16."

3. This Amendment may be executed in any number or counterparts, each in which will be an original, but all of which together constitutes one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year written above.

CITY OF EL SEGUNDO

Greg Carpenter,
City Manager

MV CHENG & ASSOCIATES, a California Corporation

Misty Cheng

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. 47-2730529

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

By:  _____________________________
    David King, Assistant City Attorney
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
MV CHENG & ASSOCIATES

This AGREEMENT is entered into this 26th day of May 2015, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and MV CHENG & ASSOCIATES, a California Corporation (“CONSULTANT”).

1. CONSIDERATION.

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

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

C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed twenty-five thousand dollars ($25,000.00) for CONSULTANT’s services at an hourly rate of $110 for 32 hours per week. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform services listed in the attached Exhibit “A,” which is incorporated by reference.

B. CONSULTANT will, in a professional 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 CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT’s services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY’s satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.
4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit “A”) the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

   A. CITY’s city manager (“Manager”) may determine, at the Manager’s sole discretion, that CONSULTANT must perform additional work (“Additional Work”) to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

   B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

   C. Any payments for Additional Work that exceed the total amount of this Agreement must be approved by CITY’s city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

   A. By executing this Agreement, CONSULTANT agrees that it has:

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

8. TERM. The term of this Agreement will be from May 26, 2015 to September 30, 2015. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

A. Completion of the work specified in Exhibit “A”; 
B. Termination as stated in Section 16.

9. TIME FOR PERFORMANCE.

A. CONSULTANT will not perform any work under this Agreement until:
   i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and 
   ii. CITY gives CONSULTANT a written notice to proceed.
B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT’s own risk.

10. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT’s control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement’s schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

   A. Exhibit A: Scope of Work;

12. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
14. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. WAIVER. CITY’s review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT’s performance. 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.

16. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

B. CONSULTANT may terminate this Agreement at any time with CITY’s mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT’s own cost; CITY will not be obligated to compensate CONSULTANT for such work.

D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY’s option, become CITY’s property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

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

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

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY’s property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of
CONSULTANT’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY’s own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. Indemnification for Professional Services. CONSULTANT will save harmless and indemnify and at CITY’s request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT’s officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY’s sole negligence or willful misconduct.

ii. Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance, 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, CONSULTANT 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 certified volunteers.

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

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, 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 CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT’s professional services. CONSULTANT’s attempts to assign the benefits or burdens of this Agreement without CITY’s written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT 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 CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional 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 the most recent ISO-CGL Form. 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 endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. 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. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

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

E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement 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.”

F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT: MV Cheng & Associates Inc.
If to CITY: City of El Segundo
2021 Oakdale Street
Pasadena, CA 91107
Attention: Misty Cheng

350 Main Street
El Segundo, CA
Attention: Greg Carpenter, City Manager

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.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

30. 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.

31. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is one (1) Attachment to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. SEVERABILITY. 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.

35. 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 executive manager, or designee, may execute any such amendment on behalf of CITY.

36. 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.

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

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

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

40. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

Greg Carpenter,
City Manager

MV CHENG & ASSOCIATES, a California Corporation

Trace Weaver,
City Clerk

Taxpayer ID No. 47-2730529

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

By:
David King,
Assistant City Attorney

[If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company]
Exhibit A
Scope of Services

In addition to those duties outlined in El Segundo Municipal Code (ESMC) Section 1-5B-2, the Consultant shall perform the following services:

1. Develops and directs all budgetary and fiscal operations of the City, including administration of all financial resources and expenditures, and preparation of financial statements; directs development of the City’s annual budget; oversees and directs activities of purchasing, risk management, payroll, accounts payable and receivable, business licenses, auditing and cash management and assigned risk management functions; recommends and develops fiscal procedures; develops and maintains financial accounting and records systems; manages the daily operations of the division.

2. Directs and manages the City’s overall accounting records; prepares budgets for all current funds; prepares financial reports according to federal and state rules, regulations and laws, City policies and procedures, and generally accepted accounting principles.

3. Directs and manages the City’s risk management and purchasing functions.

4. Provides leadership, program development, administration and coordination of fiscal operations and services; serves as liaison with the community, professional groups and other external contacts and resources for the City.

5. Coordinates fiscal operations with activities of other programs, departments or staff to ensure program delivery according to appropriate policies, procedures and specifications.

6. Resolves discrepancies or procedural problems and responds to program administration and/or program delivery questions ensuring necessary follow-up occurs; controls program records for operational and budget accountability.

7. Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy.

8. As an at-will employee reporting to the City Manager, serves as a member of the City’s Executive Management team, participates in the management of the City and may serve on various committees, boards and task forces.
9. Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with Human Resources.
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager, or designee, to record the Notice of Completion accepting completion of work for twenty-three (23) homes related to Project RSI 14-25 (the City's Residential Sound Insulation Program's Group 67). (Final Contract Amount: $939,885.44)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Clerk to file the City Manager’s, or designee’s, Notice of Completion in the County Recorder’s Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 14-25;
3. Authorize the RSI Program Manager to sign the Title 21 Compliance Certificates in accordance with the requirements of the grant funding from Los Angeles World Airports (LAWA) and mail originals to LAWA; and/or
4. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
- Notice of Completion
- List of homes included in Group 67 (Exhibit A to the Notice of Completion)
- Sample of Title 21 Compliance Certificate
- Sample of cover letter to property owners for Title 21 Compliance Certificates

FISCAL IMPACT: Included in Adopted Budget
- Amount Budgeted: $988,383
- Additional Appropriation: N/A
- Account Number(s): 116-400-0067-8960

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:
The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting December 2, 2014 the City Council awarded a construction contract to Big West Construction Corporation for the construction of improvements at twenty-three (23) homes, commonly referred to as Group 67 of the RSI Program.

Work at the twenty-five (23) homes has now been completed. The final contract amount is $939,885.44, less any liquidated damages.
The Letter Agreement between the City of El Segundo and Los Angeles World Airports (LAWA), which outlines City obligations with regards to grant funds received from LAWA, states,

"The City of El Segundo will issue a Title 21 Compliance Certificate for each eligible incompatible property that it sound insulates with LAWA and/or FAA funds..."

With sound insulation work now complete, a Title 21 Compliance Certificate would be required for these twenty-three (23) homes.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Residential Sound Insulation Program – Group 67
Project No.: RSI 14-25

Notice is given pursuant to California Civil Code §§ 3093, et seq. that:

1. The undersigned is an officer of the owner of interest of the property described below.
2. The project owner’s name is: City of El Segundo
3. The full addresses of the project are: attached as Exhibit A and incorporated by reference
4. A work of improvement on the property hereinafter described was field reviewed by City representatives on: see attached Exhibit A
5. The work done was: Residential Sound Insulation Program Improvements
6. On June 16, 2015, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Big West Construction Corporation
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Private Residence(s) listed in Exhibit A
9. The street address of said properties are: set forth in Exhibit A

Dated: ____________________________

Sam Lee
Planning and Building Safety Director

VERIFICATION

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

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

Executed on __________________________ at El Segundo, California.

_______________________________
Sam Lee
Planning and Building Safety Director

Notice of Completion
## Exhibit A

<table>
<thead>
<tr>
<th>RSI Number</th>
<th>Project Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>67.01</td>
<td>770 West Imperial Ave., Unit 37</td>
</tr>
<tr>
<td>67.02</td>
<td>943 Hillcrest Street</td>
</tr>
<tr>
<td>67.03</td>
<td>945 Hillcrest Street</td>
</tr>
<tr>
<td>67.04</td>
<td>938 Loma Vista Street</td>
</tr>
<tr>
<td>67.05</td>
<td>225 West Walnut Avenue</td>
</tr>
<tr>
<td>67.06</td>
<td>201 West Sycamore Avenue</td>
</tr>
<tr>
<td>67.07</td>
<td>818 Virginia Street</td>
</tr>
<tr>
<td>67.08</td>
<td>641 West Oak Avenue</td>
</tr>
<tr>
<td>67.09</td>
<td>709 Loma Vista Street</td>
</tr>
<tr>
<td>67.10</td>
<td>216 West Maple Avenue</td>
</tr>
<tr>
<td>67.11</td>
<td>948 Eucalyptus Drive</td>
</tr>
<tr>
<td>67.12</td>
<td>832 Eucalyptus Drive</td>
</tr>
<tr>
<td>67.13</td>
<td>861 Sheldon Street</td>
</tr>
<tr>
<td>67.14</td>
<td>508 East Walnut Avenue</td>
</tr>
<tr>
<td>67.15</td>
<td>510 East Walnut Avenue</td>
</tr>
<tr>
<td>67.16</td>
<td>524 East Sycamore Avenue</td>
</tr>
<tr>
<td>67.17</td>
<td>905 Maryland Street</td>
</tr>
<tr>
<td>67.18</td>
<td>1117 East Acacia Avenue</td>
</tr>
<tr>
<td>67.19</td>
<td>1129 East Acacia Avenue</td>
</tr>
<tr>
<td>67.20</td>
<td>1501 East Walnut Avenue</td>
</tr>
<tr>
<td>67.21</td>
<td>1419 East Walnut Avenue</td>
</tr>
<tr>
<td>67.22</td>
<td>835 Center Street</td>
</tr>
<tr>
<td>67.23</td>
<td>609 East Maple Avenue</td>
</tr>
</tbody>
</table>
TO THE CITY OF LOS ANGELES

TITLE 21 COMPLIANCE CERTIFICATE
California Airport Noise Standards
Incompatible Land Use Sound Insulation Projects

Dated ______________________

This is to certify that the residential property for which a legal description, including addresses and assessor’s parcel number, are attached hereto and marked Exhibit “A” has been determined by the City of El Segundo (“City”) to be compatible land within the noise impact boundary around Los Angeles International Airport.

Certification of land use compatibility is based on compliance with the requirements of the California Airport Noise Standards, set forth in California Code of Regulations, Title 21 “Division of Aeronautics”, Subchapter 6 “Noise Standards”, Section 5014, in that either:

☐ (a) The residential structure(s) on the property have/have been sound insulated to achieve a maximum interior Community Noise Equivalent Level of 45dB in all habitable rooms, or

☐ (b) The property owner has declined, either explicitly or through a lack of response to inquiries, an offer to participate in a Sound Insulation Program administered by the Implementing Jurisdiction which would have resulted in a maximum interior Community Noise Equivalent Level of 45dB in all habitable rooms, and that the property may, therefore, be considered compatible land pursuant to Section 5014 (a)(4). If declination is through a lack of response, this is to also certify that the City of El Segundo provided adequate opportunities and invitations for participation.

☐ (c) A noise easement has been filed with the County Recorder relative to the property in a form and manner approved by the Los Angeles City Attorney.

This Title 21 Compliance Certificate shall serve as notice to the owner(s) of the property, the California Department of Transportation, and Los Angeles World Airports that the property has been determined to be compatible land within the noise impact boundary around the subject Airport pursuant to Section 5014 of the California Airport Noise Standards.

A copy of this Certificate will be sent to Los Angeles World Airports by certified mail on the date shown above. Return receipts will be made available to Los Angeles World Airports for a period of not less than two years after that date.

This Certificate shall be filed in the City of El Segundo’s City Clerk’s Office, or in such other permanent location as approved by Los Angeles World Airports, and shall continue in effect until the subject Airport shall be abandoned and shall cease to be used for public airport purposes. Furthermore, in the case where the owner has previously declined to participate in a sound insulation program under (b) above, the Title 21 Compliance Certificate shall continue in effect until the owner(s) or owner’s heirs, successors or assigns subsequently participate in a Residential Sound Insulation Program and a new Title 21 Compliance Certificate is filed for the property with (a), above, indicated on the new recorded form.

Nothing herein contained shall constitute a waiver of any rights by the owner(s) of the property or owner’s heirs, successors and assigns.

Approved by: __________________________
James S. O’Neill
Program Manager
EXHIBIT A

Property Address: ______________________

APN: _____ - ____ - ___
Planning & Building Safety
Residential Sound Insulation Program

Elected Officials:
Suzanne Fuentes,
Mayor
Carl Jacobson,
Mayor Pro Tem
Dave Atkinson,
Council Member
Maria Felthauer,
Council Member
Michael Degan,
Council Member
Tracy Weaver,
City Clerk
Crisis Binder,
City Treasurer

Appointed Officials:
Greg Carpenter,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:
Deborah Cullen,
Finance
Kevin Smith,
Fire Chief
Martha Dijkstra,
Human Resources
Debra Brighton,
Library Services
Sam Lee,
Planning and
Building Safety
Mitch Tavera,
Police Chief
Stephanie Katsooules,
Public Works
Meredith Petit,
Recreation & Parks

www.elsegundo.org

[DATE]

[PROPERTY OWNERS]
[MAILING ADDRESS]
[MAILING ADDRESS]
[CITY], [STATE] [ZIP CODE]

Dear [PROPERTY OWNER],

Attached is a copy of the Title 21 Compliance Certificate for your property at:
[PROPERTY ADDRESS], El Segundo, California 90245

You are receiving this notice because your property received Residential Sound Insulation Improvements through the City of El Segundo’s Residential Sound Insulation (RSI) Program.

This Title 21 Compliance Certificate serves as notice that the property has been determined to be compatible land within the noise impact boundary around Los Angeles International Airport pursuant to Section 5014 of the California Airport Noise Standards.

If you have any questions, please contact me at (310) 524-2352 or via email at joneill@elsegundo.org.

Respectfully,

James S. O’Neill
Program Manager

333 Main Street, Unit A, El Segundo, California 90245
Phone (310) 524-2352 FAX (310) 662-4052
AGENDA DESCRIPTION:

Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Deputy City Clerk II in the City Clerk’s office. (Fiscal Impact: No Fiscal Year 14/15 Impact)

RECOMMENDED COUNCIL ACTION:

1. Approve the thirty (30) day provisional appointment extension for the position of Interim Deputy City Clerk II;
2. Alternatively, discuss and take other actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

El Segundo City Code Section 1-6-13

FISCAL IMPACT: None

Amount Budgeted: None

Additional Appropriation: N/A

Account Number(s):

ORIGINATED BY: Tracy Weaver, City Clerk

REVIEWED BY: Tracy Weaver, City Clerk

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City Clerk’s office is requesting a 30 day extension for the interim position of Deputy City Clerk II. Mona Shilling has been acting Deputy City Clerk II since January 2015 due to the retirement of Cathy Domann, who held the position for over 13 years. The position requires the Deputy City Clerk II to be a Certified Municipal Clerk, a designation Ms. Shilling is expected to receive in the latter part of September 2015. In order to allow Ms. Shilling to be eligible to compete in the selection process for Deputy City Clerk II, the Clerk’s office is requesting an extension for the position of Interim Deputy City Clerk II.

In accordance with El Segundo City Code (ESCC) Section 1-6-13(c), no person shall be employed by the City under provisional appointment for more than six (6) months in any fiscal year. The Code further states the provisional appointment may be extended for not more than thirty (30) days with Council approval. Staff is requesting a thirty (30) day extension through August 4, 2015. It is the Clerk’s Office intent to request additional thirty (30) day extensions through the remainder of the fiscal year to comply with ESCC Section 1-6-13(c).
AGENDA DESCRIPTION:

Consideration and possible action regarding potential amendments to the Downtown Specific Plan (DSP) regarding: (1) tinting or reflective glass on storefront windows; (2) signs for non-street front uses; (3) building height limit along street-side property lines; (4) design review process of projects relating to existing design review standards in the DSP; (5) parking requirements for Non-Profit Museums in the DSP area; and/or (6) parking and the Parking-In-Lieu Fee Program in the DSP and review and potential formulation of recommendations relating to parking issues in the DSP. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION: It is recommended that the City Council consider:

1. Directing staff to prepare an amendment to the DSP Section VIII (Design Standards) regarding Tinting or Reflective Glass on Storefront Windows; and/or
2. Directing staff to prepare an amendment to the DSP Section VIII (Design Standards) regarding Signs for Non-Street Front Uses; and/or
3. Directing staff to prepare an amendment to the DSP Section VI (Development Standards) regarding building height along street-side property lines; and/or
4. Directing staff to prepare an amendment to the DSP Sections V (Administration) and VIII (Design Standards) to establish a design review process and to define projects requiring design review relating to existing design review standards in the DSP; and/or
5. Directing staff to prepare an amendment to the DSP Section VII (Parking) regarding parking requirements for Non-profit Museum uses; and/or
6. Establishing a subcommittee to formulate potential recommendations regarding the preparation of amendments to parking standards in the DSP and/or the Parking In-Lieu Fee Program; and/or
7. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Excerpts from the Downtown Specific Plan.

FISCAL IMPACT: N/A

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager

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

APPROVED BY: Greg Carpenter, City Manager
INTRODUCTION:

The purpose of the following report is two-fold: (1) to bring several matters regarding the DSP to the City Council’s attention and for possible action and (2) per the Planning Commission’s direction, to present information regarding parking in the downtown and options for the City Council’s consideration.

BACKGROUND AND DISCUSSION:

I. Background and Discussion

A. Downtown Specific Plan (DSP) Background

History and Intent. The Downtown Specific Plan (DSP) was established on August 1, 2000 with the adoption of Ordinance No. 1319. The DSP was the culmination of a multi-year visioning effort to help revitalize the downtown area. The effort was led by a Downtown Task Force of community and business leaders appointed by the City Council. The Task Force developed a Vision Statement and a Downtown Philosophy and Concept, which were incorporated in the adopted Specific Plan (see attached excerpts). The two statements emphasize improving the physical appearance of the downtown area, maintaining and enhancing “village” and pedestrian character, carefully considering the preferred mix of uses (retail, office, and residential) and strategically using key parcels in the downtown area.

Amendments. Since its adoption, the Downtown Specific Plan (DSP) has been amended several times and those amendments are summarized in the following table.

<table>
<thead>
<tr>
<th>Ordinance/Number</th>
<th>Resolution</th>
<th>Adoption Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance No. 1336</td>
<td>May 15, 2001</td>
<td>To allow tenant/business owner residential uses above the street-front level.</td>
<td></td>
</tr>
<tr>
<td>Resolution No. 4339</td>
<td>November 5, 2003</td>
<td>To establish a parking in-lieu fee of $17,500 per space.</td>
<td></td>
</tr>
<tr>
<td>Ordinance No. 1368</td>
<td>November 18, 2003</td>
<td>To add a parking in-lieu fee program for additions to existing buildings or construction of new buildings.</td>
<td></td>
</tr>
<tr>
<td>Resolution No. 4347</td>
<td>December 2, 2003</td>
<td>To set a temporary parking in-lieu fee of $2,500 per space for a period of six months and $17,500 thereafter.</td>
<td></td>
</tr>
<tr>
<td>Resolution No. 4382</td>
<td>July 20, 2004</td>
<td>To set a temporary parking in-lieu fee of $12,500 per space for a period of one (1) year and $17,500 thereafter.</td>
<td></td>
</tr>
<tr>
<td>Ordinance No. 1387</td>
<td>November 15, 2005</td>
<td>The expansion of the DSP to include properties in the 200 block of West Grand Avenue.</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Ordinance No. 1400</td>
<td>October 3, 2006</td>
<td>To modify building front setback restrictions for the portion of buildings exceeding 30 feet in height.</td>
<td></td>
</tr>
<tr>
<td>Resolution No. 4599</td>
<td>June 2, 2009</td>
<td>To allow the payment of in-lieu fees over a period of time not to exceed twenty (20) years (payment plan).</td>
<td></td>
</tr>
<tr>
<td>Ordinance No. 1429</td>
<td>June 2, 2009</td>
<td>To incorporate provisions for temporary and permanent outdoor uses and establish procedures for making parking in-lieu payments.</td>
<td></td>
</tr>
<tr>
<td>Ordinance No. 1447</td>
<td>October 5, 2010</td>
<td>To amend the permitted and conditionally permitted uses to allow Assembly Hall uses as conditionally permitted uses.</td>
<td></td>
</tr>
</tbody>
</table>

B. Potential Amendments to the DSP

1. Tinted or Reflective Glass on Storefront Window in the Downtown Specific Plan (DSP) Area

Downtown Specific Plan (DSP) Section VIII (Design Standards) states that “storefront windows shall be clear glass, neither tinted nor reflective.” The intent of this and other façade-related provisions, as stated in DSP Section VIII (Design Standards) is to provide transparency between the street and store interiors, which helps to maintain the pedestrian-friendly character of the downtown. The Downtown Specific Plan allows the use of street trees, awnings, and arbors to provide shade for storefronts and to reduce glare caused by direct sunlight exposure.

Staff recommends modifying or removing the restriction on the use of tinted glass on storefront windows (as required in DSP § VIII(A)(4)(a)(i)(bb)(ii)(cc) and (dd)). Many businesses use tinted glass to reduce sunlight and glare impacts that affect the interior of their businesses. In some cases, businesses are on streets with an orientation that exposes them to direct sunlight virtually the entire day which can present a variety of operational impacts. Alternative solutions such as the use of awnings and landscaping to help address light and glare issues may not always solve the entire problem and can also inhibit the ability to install signs that have sufficient visibility. Most businesses in the downtown are on small lots with limited street frontage (typically 25 feet wide) for signage opportunities. Additionally, tinted glass may also be used as an integral element of the architectural design that can add visual interest to a building.
Staff believes that the use of lightly tinted or colored glass can reduce sunlight and glare impacts and still achieve the intended result of allowing pedestrians to see into businesses. In addition, tinted and/or colored glass can better meet the energy efficiency requirements of the 2013 California Energy Code (Table 140.3-C regarding U factors and solar heat gain coefficients). Furthermore, the use of tinted and/or colored glass helps to reduce the energy needs of commercial businesses, particularly air conditioning costs, is consistent with the General Plan Air Quality Element Goal AQ12 “Reduction in Residential, Commercial, and Industrial Energy Consumption” and is consistent with Air Quality Element Policy AQ12-1.2 which states “It is the policy of the City of El Segundo that the City encourage the incorporation of energy conservation features in the design of new projects and the installation of conservation devices in existing developments.” Staff believes that modifying the language to allow this change and/or to allow the change subject to review and approval by the Planning and Building Safety Director is reasonable. Alternatively, if the Council feels that the use of tinted glass is no longer of significant concern, the restriction can be eliminated entirely.

**Planning Commission Discussion.** The Planning Commission was in favor of relaxing or eliminating the window tinting restriction and giving the Planning and Building Safety Director more discretion on the issue. The Planning Commission was not in favor of relaxing or eliminating the restriction on reflective glass on windows.

2. Additional Signs for Non-Street Front Uses in the DSP Area

DSP Section VIII (Design Standards) states that “Perpendicular/Pedestrian signage may be used for non-street fronting businesses and shall be no more than nine square feet.” In addition, DSP Section VIII allows “a maximum of two square feet of lettered/logo and/or icon painted directly onto the entrance (without a background).” The signs permitted for non-street front businesses are part of an overall limit of 25 square feet per lot. The intent of these and other sign-related provisions in the DSP is to allow for attractive signs in scale with existing buildings that preserve the pedestrian-friendly character of the downtown and serve as invitations for people to enter and patronize stores and restaurants.

Several business owners have recently expressed their concern that the permitted signs for non-street front uses cannot adequately advertise their business and attract patrons for the following reasons: 1) there are other existing signs or obstructions (trees, awnings, etc.) that would limit the visibility of a perpendicular sign; 2) a building may have already used the maximum permitted sign area (25 square feet), which would prevent the addition of new signs; 3) some businesses may not have any external building frontage; and 4) some multi-tenant buildings do not have side entrances, which eliminates the second option (discussed above) for signs over a side entrance. Consequently, several business owners have requested that the City consider permitting more sign types and a higher maximum area permitted for signs on non-street front uses. Staff recommends that the City Council consider an amendment to the DSP to address these challenges for non-street front uses that have limited opportunities for signage.

**Planning Commission Discussion.** The Planning Commission was in favor of allowing additional, but limited signage on non-street fronting building elevations. It directed staff to set a specific limit that would be proportionate with the size and scale of the buildings.
and the size limits of signage allowed in the DSP, but to allow flexibility for the Planning Commission to review and approved signage that exceeds those limits.

3. Building height limit and setback requirement along street-side property lines in the DSP Area

DSP Section VI (Development Standards) states that “To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.” This requirement was added to the Specific Plan’s development standards in 2006 to address a concern about the height and mass of buildings along street frontages (especially Main Street) and the potential “canyonization effect” of three-story buildings that do not have a minimum required setback on the third floor. The intent of this provision is to maintain lower building heights and a more pedestrian scale of development along the street. In addition, this height limitation and setback requirement is consistent with the existing development along Main Street and Richmond Street, where buildings located adjacent to the street are primarily single-story.

Staff has recently received inquiries from property owners for the development of corner properties with frontage on two intersecting streets. Based on the current DSP Development Standards, the height restriction and setback requirement discussed above applies only to front property line. Staff is concerned that the 2006 amendment did not address the intent for street-facing side property lines as to whether these street-facing side setbacks for buildings and structures should be the same or different than front setbacks for buildings and structures. Therefore, staff suggests that the City Council consider an amendment to the DSP to make one of the following changes to clarify this issue: 1) to specifically state that the same standard is applied to buildings and structures along street-facing side property lines as is applied to front setbacks; or 2) to apply a modified standard that is either more or less restrictive for building frontages along street-facing side property lines than for front property lines in the DSP with clarification as to which the Council recommends.

**Planning Commission Discussion.** The Planning Commission was generally not in favor of establishing an additional setback for buildings exceeding 30 feet in height along street-facing side property lines particularly since most lots in the Downtown are small and narrow. The Commission expressed concern that such a standard would reduce the property rights and value of corner lots in the DSP however they did request more information regarding this issue and lot sizes.

4. Design review process in the Downtown Specific Plan (DSP) Area

Downtown Specific Plan (DSP) Section VIII (Design Standards) regulates the design of development of both public and private property. The provisions regarding public property affect street configuration, street parking, alley treatments, public sidewalks, paving, façade design, lighting, and signage. In addition, in 2008, the City Council adopted an Architectural/Design Review fee (Resolution 4574, October 21, 2008) to pay for the cost reviewing individual projects for consistency with the Downtown Specific Plan (DSP) Design Standards. However, the Downtown Specific Plan did not establish a Design Review process to property implement these standards.
Staff recommends that the City Council consider an amendment to the DSP as follows: 1) to establish a ministerial, an administrative, and/or a Planning Commission-level process for design review; and 2) to determine the types of projects that require either level of design review to implement the existing DSP design standards.

**Planning Commission Discussion.** The Planning Commission was in favor of establishing a more defined design review process and clearly defining which project types that would require each type of review.

5. Parking for Non-profit Museum Uses in the Downtown Specific Plan (DSP) Area

Properties in the downtown are generally comprised of small substandard lots (commonly 3,125 square feet in size) and many of those properties have little or no parking on site. Additionally, providing parking on site frequently is not feasible because lots are typically too narrow (25 feet in width) to provide sufficient stall length and aisle width to allow vehicle back up and maneuvering. Non-profit museums provide a public benefit to the community in that they provide the community access to art and other educational exhibits. In addition, museums are destination uses that attract visitors to the Downtown who typically visit other retail and restaurant uses on the same trip and help support the business community in the Downtown. Museums frequently operate on a more limited schedule than typical businesses and operate during off peak hours such as evenings and weekends when some Downtown uses such as general offices and medical/dental offices are closed. This makes it likely that more street parking is available.

Currently, the City has one museum in the Downtown, the El Segundo Museum of Art (ESMOA). Based upon the size of the museum, nine (9) parking spaces are required in the DSP parking standards. ESMOA cannot provide the parking spaces on site. The museum arranged for the use of nine (9) parking spaces in the Chevron surface parking lots located on the 100 block of Main Street just north of El Segundo Boulevard (southeast corner) during nights and weekends when ESMOA is open to the public and conducts events. However this does not meet the City’s requirements for the parking spaces to be available at all times and such off-site parking requires a parking covenant. The museum is not open to the general public during weekdays except by special appointment and has a small staff that does not work extensive hours. As a result, ESMOA does not compete with other office uses for street parking and has limited need to provide parking except for weekends and special events conducted limitedly on Friday nights and weekends. Staff believes that the actual parking demand could be met through a combination of changes to the parking requirements for Non-Profit Museums in the DSP.

The City Council could consider an amendment to the Downtown Specific Plan (DSP) Section VII regarding parking for Non-Profit Museums to: reduce the number of parking spaces required for Non-Profit Museums (with or without a Parking Demand Study); and/or allow off-site parking at the Chevron lot or similar property for a limited number of evening and/or weekend events per year without the requirement of a parking covenant (Staff recommends a maximum of 12 events); and/or allow the use of the Parking In-Lieu Fee Program to meet the parking requirements but waive the payment of the Parking In-
Lieu Fee for the Non-Profit Museum; or eliminate parking requirements for Non-Profit Museums.

Due to the unique operation and limited hours of the museum, the public benefit provided, and the availability of public parking to meet the needs of the museum, staff recommends that the City Council consider an amendment to the Downtown Specific Plan (DSP) Section VII (Parking) to modify the parking requirements for Non-Profit Museums in the manner described above and/or to amend the Parking In-Lieu Fee Program to allow the waiver of some or all of the fees. Greater detail regarding the general DSP parking requirements and Parking In-Lieu Fee Program are outlined in Item No. 6 below.

**Planning Commission Discussion.** The Planning Commission was not in favor of waiving/discounting the parking in-lieu fees or of eliminating the parking requirements for nonprofit museums. The Planning Commission had some concerns regarding reducing parking requirements as well but did express support for the possibility of allowing a tailored parking program that could include the use of valet parking and off-site parking such as at Chevron (without a parking covenant) for large events and possibly a parking reduction during hours the museum is not conducting large events based upon analysis through a parking demand study

6. Parking In-Lieu Fee Program in the Downtown Specific Plan (DSP) Area

The Parking In-Lieu Fee Program is intended to allow property owners to pay a fee instead of providing additional parking for new construction or additions to existing buildings. The current fee is set at $17,500 per parking space. The intent of the program is to encourage expansion of existing businesses, the attraction of new businesses, and the physical improvement of properties in the downtown area. The Parking In-Lieu Fee Program was added in 2003 to the Downtown Specific Plan to supplement existing parking incentives contained in the Specific Plan. Those existing incentives are summarized below:

a) Residential uses. No additional parking for tenant/business owner-occupied residential units above commercial uses.

b) Restaurants and outdoor dining areas. No parking is required for restaurants less than 500 square feet in size, which do not provide sit-down eating accommodations (take-out), or for outdoor uses including dining and gathering areas, up to 200 square feet.

c) Existing Buildings with Permitted Uses. Existing uses in an existing building may change to any other use enumerated in the Permitted Uses section of the applicable Specific Plan District without providing additional on-site parking spaces.

d) Parking Demand Study. The Director of Planning and Building Safety may modify the required number of parking spaces or approve joint use or off-site parking, for fewer than 10 spaces, based on the submittal of a parking demand study. Reductions of 10 or more spaces require Planning Commission approval. (Section VII – Parking)

e) Historic Preservation. Additions to commercial structures identified as Historically Significant (DSP Exhibit 7) may add up to 50 percent of the existing floor area, not to exceed 500 square feet, without providing additional parking (See attached DSP excerpts).
C. Information regarding Parking and available Options.

In the last few years, as more businesses/properties have taken advantage of the DSP parking incentives, other businesses, residents, and the Planning Commission have expressed concerns regarding the lack of parking in the downtown area. In 2014, the Planning Commission directed staff to relay these concerns to the City Council, which staff did. In a recent Planning Commission meeting, the Commission expressed concern again about these issues and directed staff to present information regarding parking in the downtown at a subsequent meeting.

In response to the Planning Commission’s direction, staff presented the history and intent of the DSP which is described earlier in this report, including some of the parking-related incentives in Section VII (Parking) of the DSP. In addition to these incentives, Section IX (Implementation and Financing) outlined the elements of a parking management plan for the Downtown Specific Plan area. The DSP anticipated that as the area is revitalized over time that the parking demand would increase and put a strain on the available supply. The proposed parking management plan contained short-term, medium term, and long term options, which are summarized in the table below:

<table>
<thead>
<tr>
<th>Options Pursuant to Parking Management Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Short-term</strong></td>
</tr>
<tr>
<td>• Create Visitor Parking Information</td>
</tr>
<tr>
<td>• Implement a Shared Use Parking Program</td>
</tr>
<tr>
<td>• Establish Baseline Parking Ratios for the Downtown as a Whole and Monitor over Time</td>
</tr>
<tr>
<td>• Enhance Directional Signage</td>
</tr>
<tr>
<td><strong>Medium-term</strong></td>
</tr>
<tr>
<td>• Implement Trial Period Shared Valet Parking Program During Peak Season</td>
</tr>
<tr>
<td>• Add Angled On-street Parking</td>
</tr>
<tr>
<td><strong>Long-term</strong></td>
</tr>
<tr>
<td>• Install Parking Meters to Manage Parking Turnover and Raise Revenues for Parking Improvements</td>
</tr>
<tr>
<td>• While Implementing Parking Management Strategies, Continue to Investigate Costs and Feasibility of Added Parking</td>
</tr>
</tbody>
</table>

The options listed above are discussed in detail in Section IX (Implementation and Financing) of the DSP. The City has not fully implemented a parking management plan as outlined in the DSP. However, it has taken steps to implement some of the options, such as the addition of on-street parking on Richmond Street and a related study to add more on-street parking in or around the downtown area.
Staff believes that the City can build upon the parking management plan which is part of the DSP and expand it to pursue additional options for increasing the parking supply and/or managing the parking demand in the downtown area. The options may range from amending existing DSP regulations regarding parking to making physical improvements. Accordingly, the City Council may take one or more of the following options:

1. Discuss and formulate recommendations regarding the preparation of amendments to parking standards in the Downtown Specific Plan and/or the Parking In-Lieu Fee Program as a collective body;
2. Appoint a subcommittee to work with staff to discuss and formulate recommendations regarding the preparation of such amendments;
3. Not recommend any changes to the parking standards in the DSP and the Parking In-Lieu Fee Program; and/or
4. Take alternative action.

**Planning Commission Discussion.** The Planning Commission is in favor of pursuing amendments to the parking standards in the Downtown Specific Plan and the Parking In-Lieu Fee Program. Additionally, the Planning Commission expressed an interest in forming a subcommittee to work with staff on these issues.

Historically, subcommittees have always been approved and appointed by the City Council. If the City Council chooses to form a subcommittee, the subcommittee will work with staff on these issues and report back to the entire Commission and the City Council at a future date.

**II. Conclusion and Recommendation**

The Planning and Building Safety Department recommends that the Council consider directing staff to prepare several amendments to the DSP pursuant to Planning Commission’s recommendations including: 1) Tinting Glass on Storefront Windows; and/or 2) Signs for Non-Street Front Uses; and/or 3) building height along street-side property lines; and/or 4) establishing a design review process and defining which types of projects require design review; and/or 5) parking requirements for Non-profit Museum uses; and/or 6) to appoint a subcommittee to formulate potential recommendations regarding the preparation of amendments to parking standards in the DSP and/or the Parking In-Lieu Fee Program; and/or 7) alternatively, discuss and take other possible action related to this item.
I. INTRODUCTION

A. Specific Plan Project Description

The proposed project is a Specific Plan for the Downtown area of El Segundo. The Plan envisions a ten-year horizon for planning and development purposes. Although the Plan will not "expire" in ten-years, it is anticipated that the goals of the Plan will be achieved within the ten-year planning horizon, and that the Plan will be re-evaluated, updated and revised, if necessary, after ten years. The project includes a General Plan Amendment (GPA 99-2), a Zone Change (ZC 99-2) and a Zone Text Amendment (ZTA 99-5). The Downtown Specific Plan encompasses the majority of the Downtown Commercial (C-RS) Zone, as well as the Civic Center Complex, which is zoned Public Facilities (P-F). The Plan area is generally located west of Sepulveda Boulevard and north of El Segundo Boulevard (Exhibits 1-3). El Segundo's Downtown is the heart of the community. Due to its location within the community and distance from regional arterials, Downtown remains a small, distinct district approximately two blocks by five blocks in size.

The Plan area is currently developed with commercial, residential and public uses, and future development is anticipated to be similar in nature. The entire Specific Plan area is approximately 26.3 acres in size. The majority of the lots within the Specific Plan area are 25 feet wide by 140 feet deep, 3500 square feet in area, although many of the lots have been combined and developed under common ownership.

In general, the purpose of the Specific Plan is to provide the opportunity to implement the Vision of the community for the Downtown; to enhance the quality small town environment that the residents currently enjoy. The Plan provides this opportunity by the adoption of new development standards, design regulations, and other criteria. The City Council initiated the preparation of a Specific Plan in response to concerns and requests from the community to enhance the Downtown environment that the residents value so highly.

The Specific Plan will provide land use and development standards for the area including, but not limited to, standards for heights, setbacks, density, lot area, outdoor uses, landscaping, parking, loading, circulation and signage. Design standards will also be included within the Specific Plan to regulate site development, street configurations, streetscape (sidewalks, street furniture, bus stops, bicycles), landscaping, lighting (street and pedestrian, decorative and security), architecture and signage. The Specific Plan is divided into six Districts, each having distinct characteristics and standards. Two related projects, which are currently separately underway, are the update of the City's Circulation and Housing Elements.

The current and proposed development standards allow a commercial density or floor area ratio (FAR) of 1.0:1. An example of a FAR or density of 1.0:1 is a 3,500 square foot lot would allow a 3,500 square foot building. One strategic site, the City parking lot (17,500 square feet in area) on the northeast corner of Richmond Street and Franklin Avenue, in the 200 block of Richmond Street, is proposed to allow a 1.5:1 FAR. The Specific Plan area currently has approximately 560,000 square feet of commercial uses. For this evaluation, a ten-year horizon was used with an addition of 271,814 square feet of new commercial uses. This is 24% of the maximum 1,123,848 square feet of total build-out allowed by the current zoning and General Plan.

The current zoning allows a maximum of 276 dwelling units within the Plan area. This equates to one unit per 25 foot wide lot (12.5 dwelling units per acre), not including the Civic Center site. Currently there are approximately 87 residential units in the Plan area.

City of El Segundo
Downtown Specific Plan

Adopted: August 1, 2000
The final Plan will not allow the development of any new residential units, although the existing units may continue and may be rebuilt if accidentally destroyed.

Two locations for plazas have been identified. One is the existing plaza facing Main Street at the Civic Center and the other is located to the rear of the Pursell Building, (on the northwest corner of Main Street and Grand Avenue), across the alley from the Grand Avenue District (on the northeast corner of Richmond Street and Grand Avenue). Plazas are intensively used gathering places and serve as the hub for neighborhood activity. They are designed to accommodate resting, eating, strolling and people watching. Plazas are typically ringed by restaurants, galleries and other retail uses. Food service and goods from portable retail carts or wagons are often available within plazas.

As part of a zone change adopted in September 2005, the western boundary of the Downtown Specific Plan was expanded to include several properties on the north and south sides of West Grand Avenue between the alley west of Richmond Street and Concord Street to establish the new “West Grand Avenue Transitional District.” The West Grand Avenue Transitional District is added to encompass several properties that are similar in nature to those within the Plan Area by moving the western boundary of the Plan Area to Concord Street. (Ord. 1387, November 15, 2005)
EXHIBIT 1
REGIONAL LOCATION

No Scale
EXHIBIT 2
LOCAL VICINITY

Thomas Bros. Maps
EXHIBIT 3
DOWNTOWN SPECIFIC PLAN

(Ord. 1387, November 15, 2005)
B. Specific Plan Boundary

The Plan area includes the 100-500 blocks of Main Street, the 100-300 blocks of Richmond Street and the abutting property along Grand Avenue. The 200 block of West Grand Avenue between Concord Street and the alley west of Richmond Street was incorporated into the Specific Plan area in September 2005. The alleys to the east and west of Main and Richmond Street form the perimeter boundaries of the Plan area, with the exception of the 300 block east side of Main Street as the Civic Center Complex extends east to Standard Street. (Ord. 1387, November 15, 2005)

The Downtown is divided by three principal streets -Main Street, Grand Avenue, and El Segundo Boulevard. Additionally, three smaller streets-Franklin, Holly and Pine Avenues cross the Plan area, running in an east-west direction. Each of the three principal streets connects to major, region-serving arterials or freeways. El Segundo Boulevard, on the southern boundary of the Plan area, runs in an east-west direction and connects to the I-405 Freeway and to Sepulveda Boulevard. Grand Avenue, an east-west street, connects to Sepulveda Boulevard on the east and the beach to the west. Main Street runs north and south between El Segundo Boulevard and Imperial Highway, which borders Los Angeles International Airport (LAX). Main Street has an 80-foot right-of-way with 12-foot sidewalks and 56 feet of paving, curb to curb. Richmond Street, which runs in a north-south direction and is one block west of Main Street, has a 60-foot right-of-way, with 10-foot sidewalks and 40 feet of street, curb to curb. The I-105 Freeway is north of the Plan area, immediately north of Imperial Highway.

Grand Avenue is one of only two City streets that connects to the beach. It is the principal east-west street in Downtown El Segundo and crosses both Main and Richmond Streets. The portion of Grand Avenue addressed in the Downtown Specific Plan is between Main and Concord Streets. Beyond Concord Street, Grand Avenue crests the hill of an ancient sand dune and disappears from view toward the ocean. Grand Avenue to the west of Concord Street has recently been planted with Cajeput trees to provide a visual welcome to El Segundo.

Grand Avenue is one of the widest streets in the City, having formerly been the early alignment of one of the trolley cars that criss-crossed the region before falling victim to the automobile. The right-of-way is 100 feet in width with 10-foot sidewalks on both sides and an 18-foot center median, including a 4-foot median and 7-foot wide parallel parking areas on each side of the center island. Parallel parking is also provided on both curb lanes.

C. Specific Plan Vision

In November of 1998, a Downtown Task Force of community and business leaders appointed by the City Council presented a 7 page summary report entitled "Developing a Vision for Downtown El Segundo". In July, 1999, the City Council re-formed the Downtown Task Force to develop a Specific Plan and Vision Statement for future development of the Downtown area. The Downtown Task Force conducted numerous meetings, and at its final meeting on February 22,2000 adopted a Specific Plan Concept Document including the following Vision Statement. The Planning Commission reviewed the draft Specific Plan Document, developed from the Task Force concepts, and in May, 2000 recommended approval of the Specific Plan, including the following Vision Statement, to the City Council. The following is the Vision Statement for the Downtown Specific Plan adopted by the Task Force:
Downtown is the heart of El Segundo. It is the focal point for the community and one of the cohesive elements that ties the community together. The Vision for the Downtown is to:

- Provide a better balance of uses.
- Create a more thoughtful and creative use of public space.
- Organize creative and consistent programming of events and public activities.
- Create a consistent public-private partnership to market El Segundo’s assets to investors and customers.
- Strengthen commitment to the strategic use of key parcels in the Downtown.
- Create more attractive landscaping and street furnishings.
- Improve signage.

D. Downtown Philosophy and Concept

The Downtown Task Force also adopted the following Downtown philosophy and concept, as part of the Specific Plan Concept Document which was adopted on February 22, 2000:

- Service residents, local employees and visitors.
- Maintain a safe and secure environment.
- Maintain architectural and economic diversity with a mix of retail, office, service and residential.
- Maintain and enhance pedestrian friendly environment.
- Enhance the "village" character.
- Enhance the "Midwest-feel" and the "Gaslamp" (San Diego) character.
- Consolidate retail to encourage synergy between businesses and to facilitate pedestrian access.
- Shrink Downtown retail area if supported by market analysis, converting non-core areas to a mix of offices and multi-family residential, to avoid the blight of vacancies.
- Encourage a mixture of uses and "target" uses at strategic sites through financial incentives and pro-active marketing and advertising.
- Encourage preservation of historically significant buildings on Richmond Street.
- Enhance Civic Center Plaza, as the focal point of Downtown.
- Continue to support and expand the farmers market.
- Use design review process to achieve aesthetic goals.
- Establish a Business Improvement District (B.I.D.) -300, 400 & 500 blocks Main Street only.

E. Statutory Authority

California Government Code Sections 65450 through 65457 provide the necessary authorization for the City of El Segundo to prepare and adopt this Specific Plan. Hearings are required by both the Planning Commission and City Council, after which the Specific Plan can be adopted by the Council either by resolution (as policy) or by ordinance (as regulation). This document has been adopted by ordinance as a regulation. In addition to the Planning Commission and City Council public hearings, two Downtown Task Forces of community residential and business representatives held numerous public meetings and provided the groundwork for the Vision Statement and concepts of the Plan.

The Downtown Specific Plan is a regulatory plan which will serve as zoning law for properties within the boundaries of the Plan. All proposed development plans or agreements, tentative or parcel maps, and any other development approvals must be consistent with this Specific Plan and with the General Plan.
The Downtown Specific Plan supersedes other regulations and ordinances of the City for the control of land use and development within the Specific Plan boundaries. The Specific Plan may be amended to further the systematic implementation of the General Plan.
VII. PARKING

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

2. General Provisions-
a. No use or building shall be established, erected, enlarged or expanded unless parking facilities are provided and maintained as required by this Section.
b. Parking facilities should be designed so that a car within a facility will not have to enter a street to move from one location to any other location within the same facility.
c. Bumpers or tire stops a minimum 6 inches in height shall be provided in all parking areas abutting a building, structure, sidewalk, planting area, street or alley.
d. All tandem parking spaces, where allowed, shall be clearly outlined on the surface of the parking facility.
e. Parking facilities in all Districts shall be designed in such a manner that any vehicle on the property will be able to maneuver as necessary so that it may exit from the property traveling in a forward direction. However, cars may exit onto an alley traveling in a reverse direction.
f. Where the application of the following cumulative parking schedules results in a fractional space of .5 or greater, the number of required parking spaces shall be rounded up to the next whole number.
g. No vehicular use area, except driveway access to a property, for any residential use shall be located, in whole or in part, in any required front yard or front two-thirds of any required side yard.
h. No person, company or organization shall fail to maintain the facilities required to be provided by this Section, or by any applicable provision of prior laws, variance, use permit, or precise plan heretofore or hereafter granted by the Planning Commission or City Council. No required parking shall be utilized in any manner so as to make it unavailable for the occupants, their clients or visitors of a building or use during the hours such building or use is normally occupied except for purposes of utilizing it for Temporary Outdoor Retail Sale Events or Temporary Outdoor Dining in accordance with the requirements of the DSP. This meaning shall not be construed to prohibit security devices.
i. All permanent on-site parking, loading, or other vehicular use area shall be paved with approved concrete or asphalted concrete. On-site parking areas to be used for no longer than one year shall be surfaced and maintained with an impervious material acceptable to the Director of Planning and Building Safety so as to eliminate dust and mud. All on-site parking areas shall be graded and drained to dispose of all surface water in accordance with the Uniform Building Code.
j. Any lights provided to illuminate any parking area shall be arranged so as to direct the light away from any residential dwelling unit.
k. Temporary Use Parking. Outdoor Retail Sale Events and Temporary Outdoor Dining are required to provide parking based upon the parking requirements set forth in the DSP during the time period that such use is in operation. To the extent that the Outdoor Retail Sale Events or Temporary Outdoor Dining is located on parking spaces that are otherwise required for other uses located on the property, then in addition to the Temporary Parking spaces required for the Outdoor Retail Events or the Temporary Outdoor Dining the property owner or tenant is required to provide parking spaced to replace the parking spaces that are being utilized for the Outdoor Retail Sale Event or the Temporary Outdoor Dining. Parking requirements for Temporary Outdoor Retail Sale Events and Temporary Outdoor Dining may be fulfilled by providing sufficient on-site parking, parking through an offsite parking covenant, or by obtaining parking space permits for the City Parking Garage, or any combination of these three options. To utilize Temporary Outdoor Dining, the property owner and tenant, if applicable, must execute an acknowledgement to be recorded in the County Recorder’s Office that the Temporary Outdoor Retail Sale Event or Temporary Outdoor Dining use will cease if at any time the parking requirements are not met, including in the event that parking space permits expire and are not re-issued for the City Parking Garage. (Ord. 1429, June 2 2009)

3. Parking Spaces Required-
The number of parking spaces required for the establishment of a building or use shall be provided and thereafter maintained at the following ratios; provided, however, that for any building or use enlarged or increased in capacity, additional parking facilities shall be required only for such enlargement or increase. Additional parking facilities need not be provided for enlargements or additions to existing residential units. Unless stated otherwise, parking shall be based on net floor area defined in Section 20.08.420 of the El Segundo Municipal Code.

a. Residential Uses:
   i) Dwelling units/Live/work - No additional parking required. People who occupy the residential units will be the ones working in the commercial units, therefore, additional parking spaces would not be needed.

b. Nonresidential Uses:
   i) Bed and Breakfast Hotels - 1 space for each of the first 100 rooms; % space for each of the next 100 rooms; and % space for each room above 200 rooms.
   ii) Retail, offices, commercial, video arcade, and food-to-go uses - 1 space for each 300 sq. ft. for the first 25,000 sq. ft.; 1 space for each 350 sq. ft. for the second 25,000 sq. ft.; 1 space for each 400 sq. ft. for the area in excess of 50,000 sq. ft. No parking is required for outdoor retail uses including gathering areas (such as outdoor party areas), newsstands, coffee carts and flower stands, up to 200 square feet in area.
iii) **Restaurants** - 1 space for each 75 sq. ft. of dining area, including outdoor dining areas exceeding 200 sq. ft. in area 1 space for each 250 square feet of non-dining areas. No parking is required for restaurants less than 500 sq. ft. which do not provide sit-down eating accommodations, or for outdoor uses including dining and gathering areas, up to 200 sq. ft. in area.

iv) **Bars** - 1 space for each 75 sq. ft., including outdoor areas exceeding 200 sq. ft. in area.

v) **Medical/Dental offices and clinics** - 1 space for each 200 sq. ft.

vii) **Schools** - Daycare, pre-school, elementary, middle school and junior high - 1 space for each classroom, plus 1 space for each employee.

viii) **Schools** - High school - 7 spaces per classroom plus auditorium or stadium parking requirements.

ix) **Schools** - Adult, college, business and trade schools - 1 space for every 50 sq. ft. of gross floor area or 1 space for every 3 fixed seats - whichever is greater.

x) **Places of Public Assembly** (including but not limited to theaters, auditoriums, banquet facilities, meeting rooms, clubs, lodges and mortuaries) - With fixed seats - 1 space for every 5 seats.* Without fixed seats - 1 space for every 50 sq. ft. of floor area used for assembly purposes.

* Based upon the Uniform Building Code, areas having fixed benches or pews shall have 1 seat for each 18 inches of length. Dining areas shall have 1 seat for each 24 inches of booth length, or major portion thereof.

b. **Compact Parking:**

Compact parking shall not be allowed, except parking spaces provided in excess of the required number may be compact size.

c. **Parking Reductions:**

i) **Parking Demand Study.** The Director of Planning and Building Safety may modify the required number of parking spaces or approve joint use or off-site parking, for fewer than 10 spaces, based on the submittal of a parking demand study. Reductions of 10 or more spaces require Planning Commission approval. Additionally, for any use for which the number of parking spaces is not listed, the Director of Planning and Building Safety or Planning Commission will specify the required number of spaces based on a parking demand study. A parking demand study must include, without limitation, information specifying the number of employees, customers, visitors, clients, residents and owner-occupancy of residence and business (for existing legal non-conforming residential uses), shifts, deliveries, parking spaces, or other criteria established by the Director of Planning and Building Safety. The study may also include the use of valet or attendant parking.

ii) **Parking In-Lieu Fees**
a. The number of parking spaces required by this chapter due to the addition of area to an existing building or the construction of a new building may be reduced by the payment of a parking in-lieu fee established by the City Council resolution from time to time.

b. Any residential unit constructed after the adoption of this program, which is subsequently converted to a non-residential use is required to provide parking as required by this chapter for such use or pay a parking in-lieu fee for the floor area converted to the non-residential use.

c. Except as otherwise provided, the parking in-lieu fee must be paid before the City issues Certificate of Occupancy. Funds collected by the City from such payment must be deposited in a special fund and used only by the City to acquire and or develop additional parking and related facilities which are determined by the City Council to be necessary to serve the downtown. Funds paid to the City for in-lieu parking are non-refundable.

d. For good cause shown, as reasonably determined by the Director of Planning and Building Safety using objective criteria established by City Council resolution, the parking in-lieu fee may be paid over a period of time not to exceed twenty (20) years from the date the City issues a final Certificate of Occupancy. The obligation to pay such in-lieu fee must be secured with appropriate sureties identified by City Council resolution (including, without limitation, a restrictive covenant recorded against real property) and approved as to form by the City Attorney.

e. Parking provided by the City will be developed within or adjacent to boundaries of the Downtown Specific Plan. Payment of a parking in-lieu fee does not provide or vest any property owner with a special right, privilege or interest of any kind in any parking facility that may result from the payment of the fee. There is no guarantee that the City will build parking at any particular time or that it will build parking in a location that will be of advantage to the property owner paying the fee.

(Ord. 1429, June 2 2009)

4. Mixed Occupancies-In the case of mixed uses in a building or on a site, the total requirements for parking facilities shall be the sum of the requirements for the various uses computed. Parking facilities for one use may be considered as providing required parking facilities for another use, if approved through a parking demand study, a joint-use agreement or another mechanism approved by the Director of Community, Economic and Development Services or the Planning Commission.

5. Parking Area Development Standards-
   a. Stall sizes: Standard stalls shall be 8.5 feet wide by 18 feet deep; Dead-end parking stall or adjacent to an obstruction shall be 10 feet wide by 18 feet deep; compact parking spaces, only allowed for parking in excess of the Code requirements, shall be 8.5 feet wide by 15 feet deep.
   
   b. Aisle widths: Aisle width for angled parking spaces shall not be less than the following:

<table>
<thead>
<tr>
<th>Angles of Parking</th>
<th>Aisle Width Clear</th>
<th>Parking Stall Depth*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parallel to 30 degrees</td>
<td>12 feet</td>
<td>16 feet</td>
</tr>
<tr>
<td>45 degrees</td>
<td>15 feet</td>
<td>19 feet</td>
</tr>
<tr>
<td>60 degrees</td>
<td>18 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>90 degrees</td>
<td>25 feet</td>
<td>18 feet</td>
</tr>
</tbody>
</table>

   *Measured perpendicular to aisle

   c. Tandem Parking: A maximum of 30% of the total required parking for commercial uses may be tandem. Greater than 30% tandem spaces may be allowed with approval of a parking demand study. Parking spaces provided in excess of the required number may be tandem.
d. Parking of Licensed Recreational Vehicles and Habitable Vehicles:
   i) Parking of any mobile home, camper, house trailer or other habitable vehicle outside of an authorized mobile home park or licensed recreational vehicle parking facility is **prohibited except** that such vehicles may be parked on any public property or right of way subject to any applicable parking restrictions, including Section 9.40.010 of the El Segundo Municipal Code.

   ii) A habitable vehicle parked on private property may be occupied for residential purposes for no longer than 72 hours (outside of an authorized mobile home park) within any 30-day period. No habitable vehicle may be occupied for commercial purposes except as provided by Section 16.01.140 of the El Segundo Municipal Code.

e. Entrances and Exits:
The location and design of all driveway entrances and exits shall be subject to the approval of the Director of Community, Economic and Development Services. Access must be from the alley or side street, except for access to handicapped parking stalls if approved through the design review process. Curb cut and driveway widths must be a minimum of 10 feet and a maximum of 30 feet in width.

f. Handicapped Parking:
   Handicapped parking shall be provided in accordance with Part 2 of Title 24 of the California Administrative Code.

6. Loading Standards-
The following loading spaces, with the dimensions as listed, are required based on the net square footage of the building or use.

<table>
<thead>
<tr>
<th>COMMERCIAL USES</th>
<th>Building – Square Feet</th>
<th>Number of Loading Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-15,000</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>15,001-30,000</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>30,001-75,000</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Each additional 100,000 sq. ft. or fraction thereof</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BED &amp; BREAKFAST HOTEL</th>
<th>Building – Square Feet</th>
<th>Number of Loading Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000-15,000</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>15,001-75,000</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Each additional 100,000 sq. ft. or fraction thereof</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIMENSIONS</th>
<th>Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td></td>
</tr>
<tr>
<td>Width</td>
<td>12</td>
</tr>
<tr>
<td>Depth</td>
<td>25</td>
</tr>
<tr>
<td>Vertical Clearance</td>
<td>10</td>
</tr>
</tbody>
</table>

City of El Segundo
Downtown Specific Plan

Adopted: August 1, 2000
Ordinance No. 1319
7. Plan Preparation and Permit Approval-
   A proposed parking plan shall be submitted to the Director of Community, Economic and Development Services at the time of the application for the building permit for the building for which the parking is required, or at the time any required Planning application is submitted. The plans shall clearly indicate the proposed development, including location, size, shape, design, curb cuts, lighting, landscaping, and parking spaces in full compliance with code requirements. No building permit shall be issued until the applicant has presented satisfactory evidence to the Director of Community, Economic and Development Services that parking facilities required by this Section will be provided and maintained.

8. Joint Use and Off-Site Parking Facilities-
   Parking spaces may be joint use or located off-site on a different lot or lots, subject to approval of a parking demand study and a parking agreement. The Director of Community, Economic and Development Services may approve a parking demand study for joint use and off-site parking for fewer than 10 spaces. The Planning Commission shall review any joint-use and off-site parking for 10 or more spaces. The agreement shall be recorded in the office of the County Recorder, prior to the issuance of a Building Permit. The agreement may include conditions as the Director of Community, Economic and Development Services or the Planning Commission deems appropriate.

9. Sites with Transportation Systems Management (TSM) and Transportation Demand Management (TDM) Plans-
   The number of required parking spaces may be further modified subject to approval of a Transportation Systems Management or Transportation Demand Management Plan, pursuant to the procedures and requirements of Chapters 20.55 and 20.56 of the El Segundo Municipal Code.

10. Existing Buildings with Permitted Uses-
    Existing uses in an existing building may change to any other use enumerated in the PERMITTED USES section of the applicable Specific Plan District without providing additional on-site parking spaces, provided that all existing on-site parking spaces provided in connection with the building or structure shall be continued and available for use with the subject building.

11. Failure to Maintain Required Parking-
    In the event parking facilities required to be provided under this Section, or required pursuant to any application approved in accordance with this Section, are not maintained, the Director of Community, Economic and Development Services may revoke and cancel the certificate of occupancy issued for such structure. Prior to such revocation, the Planning Commission shall hold a public hearing in accordance with the public hearing procedures provided in Chapter 20.90, Procedures for Hearings, Notices and Fees, of the El Segundo Municipal Code. However, if it appears that failure to maintain such required parking was reasonably beyond the control of the person required to maintain the same, the certificate of occupancy shall not be revoked until the owner has had at least 90 days to reestablish the minimum required parking. In the event the certificate of occupancy is revoked, the premises covered thereby shall not be occupied or used for any purpose until a new certificate of occupancy has been issued.
The costs of the three designs that were submitted by the architectural teams range between $539,000 to $613,600, as the firms were given two preliminary budgets of $250,000 and $600,000. The original scope of the project was anticipated to include the demolition and removal of all of the existing concrete Plaza and the installation of landscaping, plaza furniture, and performance and public gathering areas. Recently the scope of the project has been further refined by the City Council's Downtown Subcommittee. The new scope does not include the removal of the concrete, but instead envisions working with the existing improvements to enhance the area and make it more functional and attractive. It is envisioned that that following elements will be included in the Plaza renovation: portable sound system, fixed lighting, potted landscaping, benches, relocation of existing central sculptures and re-use of the central raised planter area as a stage. It is anticipated that the improvements will not exceed $225,000. The Council has already approved $575,000 of Capital Improvement Program funds (1999/2004 budget) for the project and $30,000 has been spent on the design charrette process. The balance of the unallocated Civic Center funds ($320,000) are anticipated to be reallocated to Downtown streetscape improvements or other Downtown improvement projects or programs. Section VIII, E, 1, Design Standards, Plazas, Civic Center Plaza of this Specific Plan, provides more detailed information on the design of the Plaza.

D. Parking Management Program

1. Introduction/Summary

The City's traffic engineer states that at the present time, parking is not a critical issue in Downtown El Segundo, although there may be a perception by some Downtown shoppers that parking is inadequate. The parking supply and location of parking are generally adequate to serve the existing uses in the area. Downtown patrons may need to walk 1 or 2 blocks to their destination after locating a parking space, however this is typical in a pedestrian-oriented Downtown setting. The Downtown Specific Plan, however, will result in various changes to Downtown El Segundo. The changes may include a different mix of commercial businesses, higher densities, modified street layouts, modified on-street parking and other changes. The need for parking in the Downtown area will change as the Plan is implemented. The turnover in commercial uses, or the potential intensification of land uses, may result in higher parking demand. The location of the parking demand may also shift, and the number of on-street spaces may change due to the streetscape improvements that are ultimately included in the Plan.

A parking management plan for the Downtown area must be comprehensive and also flexible enough to respond to the parking challenges that arise as part of the plan. The following strategies are key to the implementation of the parking management plan:

- **Develop** a parking management plan that looks ahead to the ultimate build out of the Specific Plan area and considers the potential "worst case" parking demand scenario.
• **Phase in** parking modifications and improvements over time as the Specific Plan is implemented. Seek lower cost, high efficiency solutions first, followed by higher cost capital improvements when they are needed.

• **Work cooperatively** with area businesses and other stakeholders since they are the ultimate users of the parking system.

• **Consider** the potential impacts not only in the Downtown area but also on adjacent residential neighborhoods.

2. **Current Parking Conditions and Standards**

The Downtown area currently is served by surface parking that is a combination of on-street curb parking and off-street private and public parking in a series of lots. Off-street parking is primarily provided in back of businesses via alley access, with some lots also fronting Main and Richmond Streets, and Grand Avenue. There are a total of approximately 1,285 public and private off-street spaces in the Downtown Specific Plan area. In addition, there are approximately 370 public curbside spaces. Curb parking in mostly regulated by a two-hour maximum limit, from 8:00 A.M. to 6:00 P.M. that is enforced via tire marking. Additionally there are 20-minute maximum single spaces scattered throughout the Downtown, again with the 8:00 A.M. to 6:00 P.M. limit and in the 300 block of Main Street no parking is allowed from 2:00 P.M. to 8:00 P.M. to accommodate the farmers market. Blocks with the highest amount of off-street parking, all in private lots, include the 100 block of Richmond Street on the east side (200 spaces), the 100 block of Main Street on the east side (115 spaces) and the 300 block of Richmond Street on the east side (110 spaces). All other blocks have 95 or fewer spaces, with the lowest block containing 35 spaces. Seven percent of the off-street spaces are compact size and the remainder are standard size.

The current parking development standards for the Downtown area (CR-S Zone) include provisions for joint use parking, off-site parking, compact spaces, parking demand study reductions and tandem spaces. Additional parking is required for new square footage, however, the Zoning Code allows an existing building to change from one use to any other permitted use in the zone without increasing required parking, as long as all of the existing parking is retained. The majority of the existing buildings in the Plan area provide on-site parking: although generally it is limited to only 3 to 5 spaces per 25-foot wide lot. These current provisions allow some flexibility but need to be reviewed in the overall context of the Specific Plan, and revised to ensure that parking is being managed in an efficient manner. Additional flexibility, creative parking solutions, and administrative level of review is desirable to encourage new development within the Plan area, while still ensuring adequate parking facilities for new development.

3. **Elements of the Downtown Parking Management Program**

To be successful, a parking plan for the Downtown area must serve a variety of businesses, civic uses and residents. Each parking "user" group has different needs and therefore parking for each group must be considered differently. For example, employees of Downtown businesses use parking for extended periods throughout the day and they are able to park farther away from their destination than customers of the
commercial businesses. Certain businesses generate high demand mid-day (office, some commercial retail uses) while others generate lunchtime and evening demand (restaurants for example). The parking management plan must accommodate each user group to most efficiently serve their needs without impacting the other groups.

The cost of developing surface off-street parking may include purchase of the land and construction of the parking area, driveways, signing, striping, drainage, landscaping, lighting etc. Subterranean or surface parking is more expensive due to the capital costs of the structures. Therefore, it is important to consider a wide range of parking solutions in addition to adding more parking. The types of parking improvements recommended for the Specific Plan include, but are not necessarily limited to, the following:

- **Parking management techniques** including better parking signage and information (brochures and maps), modifying time limits, consideration of parking meters and fees.

- **Parking services** such as a "joint" valet parking program for a series of adjacent businesses.

- **Cooperative parking solutions** such as shared use agreements among businesses in the Downtown area that would allow one business to use parking at another business during its off-peak hours.

- **On-street parking modifications** such as adding parking via the use of diagonal parking instead of parallel curb spaces (Grand Avenue and east-west side streets off of Main Street and potentially portions of Main Street).

- **Construction of off-street parking** in surface lots or structures with fee agreements for Downtown businesses that come into the area and require new parking.

The hallmark of this plan will be to phase in the necessary parking improvements over time, as needed, based on the changes occurring Downtown. Lower cost, less capital intensive improvements should be implemented first. However, the ultimate need for additional parking should be planned for at this time to allow adequate lead time to identify and obtain appropriate sites and finance the purchase of land (if required) and construction costs. A phased approach to parking improvement in the Downtown area is described.

4. Parking Management Options

The options presented in this section are oriented to the multiple user groups that park Downtown. It is not feasible, nor desirable to develop a parking management plan that simply addresses the needs of one user group at the expense of other user groups. For example, the plan must not add commercial parking without addressing resident concerns, or conversely create "resident only" parking without recognizing the need to maintain access for the public. Therefore, a series of options are presented that address the many parking related issues. Table 1 summarizes the options.
a. **Short-Term Parking Management Options- (implement upon adoption of the Specific Plan)**

**Option:** Create Visitor Parking Information Guide/map

**Discussion:** Many cities and Downtown districts have created user-friendly maps and parking guides that are oriented toward the Downtown visitor. The guide would include clear maps showing all public parking, as well as information regarding time limits and rates (if applicable).

The guide/map should be professionally prepared with high quality graphics and should be made available at public venues (City Hall, libraries, etc.) and distributed to all businesses that would be willing to make them available to customers (e.g., on the counter at stores, in offices and at restaurants).

**Option:** Implement a Shared Use Parking Program

**Discussion:** The most under-utilized parking throughout the Downtown is in off-street private parking lots. It is important to recognize that the use of private lots is not a universal solution to parking problems since it requires the cooperation of private land owners who may have specific reasons for not sharing parking. However, use of selected lots may be a method to help relieve the parking problem. Traditional impediments to the use of private parking include lot owners’ concerns over liability, safety, vandalism and interference with their own business. While some of these concerns are well founded, some can be overcome through the use of negotiated agreements and common insurance policies that are obtained with the assistance of the City. Additionally, the City could enter into agreements with property owners of large parking lots with excess capacity (such as the Chevron parking lots) and "sublease" the spaces out to businesses in need of additional spaces. This recommendation will require the following initial actions by the City:

- survey private lot owners regarding the willingness to consider shared use of parking.
- investigate the availability of insurance coverage for public use of private lots and assist businesses in obtaining the insurance.
- consider police or private patrol to monitor the private lots.
- after identifying potential sites, secure agreements for use of the lots by adjacent businesses, determine parking fees (if any) to be charged, develop shared use parking contracts that specify hours of operation, maintenance, insurance requirements and other pertinent issues.
- develop signage and re-stripe private lots if needed on case-by-case basis.
**Option:** Establish Baseline Parking Ratios for the Downtown as a Whole and Monitor over Time

**Discussion:** Although each new business should not be required to provide parking on-site, the Downtown as whole will require new parking as development occurs. Therefore, the current parking surplus should be identified via detailed parking and land use surveys. The surveys will compare parking requirements based on standard parking ratios to the amount of parking available in the Downtown. Then, as new development occurs, the remaining surplus would be monitored on an on-going basis. New businesses or development— that does not provide parking could pay into a parking "in-lieu" fund that would be used to develop joint parking areas when needed. When the parking demand gets within approximately 80 to 85 percent of the parking supply, then new parking should be provided. This type of parking "budget" would allow new businesses to come into the Downtown area without undue burdens to provide more parking by themselves.

*Lot Utilization*—approximately every six months conduct hourly surveys of the number of spaces utilized in key public and private lots and on-street for a weekday and Saturday. Also conduct regular monitoring of land uses added or subtracted and their associated parking requirements.

*Land Use Patterns*—Establish a database that is updated at least every six months that includes the type of business on each parcel, building area and amount of parking provided. A parking demand spreadsheet is also then updated bi-annually that will estimate the total parking demand for the Downtown, which is compared to the total parking supply.

**Option:** Enhance Directional Signage

**Discussion:** The signage is generally clear, consistent and covers most of Downtown. Some additional signs would help to further clarify the location of some Downtown lots, and to direct vehicles to alley access parking areas. A unified theme for directional signs should also be developed as part of the Specific Plan.

b. **Mid-Term Parking Management Options**—(implement when needed after Plan adoption)

**Option:** Implement Trial Period Shared Valet Parking Program During Peak Season

**Discussion:** As development and activity intensifies in the Downtown area, a peak season shared valet system would provide the convenience of on-street parking for business patrons and allow the use of more remote available parking. This service will only work with a minimum amount of activity generated by a group of nighttime attractions such as restaurants and shops. This measure is not recommended until the perceived demand is great enough to cover the costs of the service.

The valet would service a group of adjacent businesses. This may require the removal of a few on-street parking spaces during the time of valet operation.
It is recognized that some shopping trips require parking immediately adjacent to the business (dry-cleaning, take-out coffee, etc.), however, many visitors are willing to walk a few blocks during more extended visits.

For the valet service, there would be a fee charged per vehicle of approximately $5 or $6 (to be negotiated with the valet operator), which would cover all of the costs. If it was determined that this cost is too high for the customers, the City and/or businesses could subsidize the program, thereby reducing the fee to the valet patrons. All insurance, materials and other costs would be covered by the valet operator within the $5 or $6 per vehicle fee.

**Option:** Add Angled On-street Parking

**Discussion:** This option would add on-street parking where it would be most needed in the future as development occurs. Main Street only has sufficient width for angled parking on one side, however, angled parking may actually reduce the number of on-street parking spaces due to the elimination of parking at the corners to accommodate a left-turn pocket. Angled parking is feasible on Grand Avenue if the median parking area is removed. Also, it may be feasible to provide angled parking on one or more side streets, such as the 100 blocks east side of Holly and Pine Avenues, which connect to Main Street, by converting the streets to one-way flow. This option would be implemented in conjunction with other streetscape/design options as part of the overall Specific Plan.

c. **Longer Term Parking Management Options** *(implement after short and mid-term measures and as development warrants)*

**Option:** Install Parking Meters to Manage Parking Turnover and Raise Revenues for Parking Improvements

**Discussion:** One of the most effective parking management tools is pricing. Many persons using Downtown businesses will be willing to pay for parking depending upon the nature of the business they are visiting in the area. Local employees, for example, will be less likely to want to pay for metered parking. Therefore, prime curbside spaces can be reserved for customers via the use of meters and time limits. With reasonable rates and time limits, meters do not harm businesses while they help to properly allocate parking spaces to the various user groups. Obvious disadvantages to meters include aesthetics and the perception that they will drive away business patron customers.

**Options:** While Implementing Parking Management Strategies, Continue to Investigate Costs and Feasibility of Added Parking

**Discussion:** When considering potential growth patterns Downtown and given the City's Zoning Code which allows continued growth without providing more parking (for new businesses in existing buildings that maintain existing non-conforming parking), more general public parking will be necessary in the future if density increases without adding parking. The number of added parking spaces can be determined more precisely following implementation of the highest priority management strategies.
Building new parking will take several years due to the need for environmental clearances, environmental studies, design and construction. Therefore, the City should continue to investigate the engineering feasibility, costs and environmental consequences of adding parking Downtown at the same time that parking management strategies are being tested. Also, use of an in-lieu fee would provide funding for parking over time as businesses turn over or parcels are redeveloped.
## EXHIBIT 6
### SUMMARY OF PARKING MANAGEMENT OPTIONS

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>DESIRED EFFECTS/ISSUES</th>
<th>Relative Cost to Implement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H, M, L (1)</td>
</tr>
</tbody>
</table>

### Short-Term Parking Management Options

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>DESIRED EFFECTS/ISSUES</th>
<th>Relative Cost to Implement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Visitor Parking Information Guide/Map</td>
<td>• increase awareness of parking opportunities&lt;br&gt;• more effective use of available parking&lt;br&gt;• need support of business community to circulate guide/map</td>
<td>Low&lt;br&gt;(approximately $5,000 to $10,000)</td>
</tr>
<tr>
<td>Implement a Shared Use Parking Program</td>
<td>• better utilize available private spaces&lt;br&gt;• would require additional detailed analysis and coordination with private property owners</td>
<td>Low&lt;br&gt;(staff/administration costs)</td>
</tr>
<tr>
<td>Establish Baseline Parking Ratios for the Downtown as a Whole and Monitor Over Time</td>
<td>• identify current parking surplus&lt;br&gt;• monitor development as it occurs and its impact on overall parking operations&lt;br&gt;• add new parking or take other actions when supply reaches approximately 85% of demand, prior to reaching a critical point</td>
<td>Moderate&lt;br&gt;(staff/administration costs equivalent to several hours per week, after initial labor intensive inventory)</td>
</tr>
<tr>
<td>Enhance Directional Signage</td>
<td>• provide more clear and consistent signage&lt;br&gt;• better utilize alley-access parking&lt;br&gt;• enhance aesthetics</td>
<td>Moderate</td>
</tr>
</tbody>
</table>

### Mid-Term Parking Management Options

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>DESIRED EFFECTS/ISSUES</th>
<th>Relative Cost to Implement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement Trial Period Shared Valet Parking Program During Peak Season</td>
<td>• provide convenient customer parking&lt;br&gt;• assist parking impacted business&lt;br&gt;• need to analyze potential sites and select Contractor</td>
<td>Low to Moderate&lt;br&gt;($5,000 to $15,000 per season for City support)</td>
</tr>
<tr>
<td>Add On-street Angle Parking</td>
<td>• provide more spaced via use of angle rather than parallel curb parking&lt;br&gt;• slows traffic, promotes pedestrian use</td>
<td>Moderate&lt;br&gt;(costs for signing and striping)</td>
</tr>
</tbody>
</table>

(1) Cost: H - High Cost associated with major capital expenditure, M - Moderate Cost for physical improvements and/or staff/administrative costs, L - Low Cost reflecting limited staff time allocation or minor supplies/equipment cost.
### Longer Term Parking Management Options

| Install Parking Meters on Selected Streets | Moderate to High  
<table>
<thead>
<tr>
<th></th>
<th>(Initial cost, ultimately self supporting)</th>
</tr>
</thead>
</table>
| * manage the parking supply, enhance turnover for businesses*  
| * prevent all-day parking by employees in prime spaces*  
| * raise revenues needed for parking expansions*          |                                           |
| While Implementing Parking Management Strategies, Continue to Investigate Costs and Feasibility of Added Parking | High to Very High  
| | (surface - $1500 per space, structure approximately $7,500 to $15,000 per space, $150,000 to $1.5 million for 100 spaces) depending on surface or structure and other details |
| | * provide added patron and employee parking*  
| | * remove employee parking from adjacent residential streets*  
| | * requires additional detailed analysis of economic factors* |

(1) Cost: H - High Cost associated with major capital expenditure, M - Moderate Cost for physical improvements and/or staff administrative costs, L - Low Cost reflecting limited staff time allocation or minor supplies/equipment cost.
E. Public Events, Activities and Programming

The ongoing scheduling, coordination and implementation of special events in the Downtown area are seen as a key component in the effort to revitalize the Downtown. Downtown events enhance the image that the Downtown is the center of activity in the community. In order to provide creative, diverse and high quality events and programs throughout the year in Downtown, the City retained an Events Coordinator/Facilitator in June of 1999. The events coordinator met with the Council Downtown Revitalization Subcommittee, DES I (the Downtown subcommittee of the local Chamber of Commerce), and the City's Event Coordination Steering Committee and developed a draft list of events. These include events such as a Main Street Bike Parade, June Jamboree-Food and Music Festival, Concierge Day, Annual West Fest, and Scavenger Hunt, designed to attract local and nearby residents to the Downtown year round. This will increase the awareness level of the types of shops and services that are available in the Downtown which will directly benefit local residents, merchants, and property owners by creating a broader and consistent customer base.

Many of the events include participation by and coordination with other groups and local service organizations such as the Chamber of Commerce, Rotary, and Kiwanis. The new events are intended to complement existing successful Downtown events (such as the Richmond Street Fair, Main Street Cruise, and the Holiday Parade) by coordinating new promotional programs around the existing schedule of events. In addition to developing, organizing and implementing various monthly events, the Coordinator also acts as a clearinghouse to coordinate the City of El Segundo Master Event Calendar. This central location for business owners and residents to access event information is seen as key to planning future events to eliminate potential date conflicts and to help ensure successful events with maximum participation. The Master Calendar includes maintaining a website calendar and issuing press releases.

The existing weekly farmers market in the 300 block of Main Street, initiated in July of 1999, is also one of the key Downtown events, being managed separately from the other Downtown events by the Recreation and Parks Department. The budget for the farmers market includes approximately $35,000 of 1999/2000 General Fund monies. The farmers market generates approximately $4000 a month during the 3 summer months and $2000 a month during the balance of the year, a total of approximately $30,000 in revenue annually.

The City Council approved $20,000 of General Fund monies in both the 1998/1999 and 1999/2000 budget years for the Downtown Events Coordinator, although the 1998/1999 funds were not spent and were carried over to the 1999/2000 budget. An additional $10,000 was allocated from the 1999/2000 Downtown marketing materials account and will be used for the Downtown Food and Music Festival, scheduled for June, 2000. Subject to City Council direction, it is anticipated that future budget years may have approximately $30,000 annually in General Fund monies for Downtown Events.

F. Marketing, Advertising and Promotion

Marketing and promoting the Downtown to attract new businesses, retain existing quality businesses that meet the goals of the Plan, and advertise Downtown services, businesses and events, are key components to a successful Downtown.
The City Council approved retaining a retail recruitment firm in January, 1999 in an effort to place new highly desirable retail businesses in selected key locations Downtown. However, priorities were shifted and the $35,000 approved in the 1998/1999 budget year from the General Fund was reallocated to the Downtown Events programming. Additional funds of $14,500 were allocated in the 1999/2000 budget year, and $10,000 of this was recently reallocated to the Downtown Food and Music festival (discussed above) and the balance will be used for banners to promote the farmers market. It is anticipated that in the 2000/2001 budget year, additional funds of approximately $20,000 will be requested for retail recruitment. The firm selected will have to have proven success in placing businesses as part of successful downtown revitalization programs, and work closely with Downtown property owners.

Promotional materials prepared and distributed by the City include a Downtown Map with Points of Interest. This map was developed originally in 1998 and is regularly distributed to the Chamber of Commerce, area hotels, City Hall, Public Library, Downtown businesses, and new companies in town. The map provides general information about the Downtown and is keyed to a list of retail and restaurant uses in the Downtown. This map should be updated as part of the Downtown revitalization effort to ensure that it provides up to date and accurate information.

Another promotional program is the installation of banner poles, banners, and flags on Sepulveda Boulevard, a State highway with approximately 70,000 vehicle trips per day, to publicize City Events and promote the Downtown. Two types of banners are envisioned. The first would use the existing median light poles to install flags (approximately 3 feet by 8 feet) to publicize community events. There are 35 existing light poles on Sepulveda, Which could accommodate two flags each, located on each side of the pole. The second type of banners would require the installation of two banner poles, with mounting hardware and cables at each location. Banners would be approximately 3 feet wide by 40 feet long and would hang over the middle of Sepulveda Boulevard. Installation and removal of the flags or banners would be an additional cost of approximately $400 for each set of flags or banners for each installation and removal.

In February of 2000, the City Council approved re-allocating $60,000 from the City "welcome monument" project, previously approved in the 1999/2000 Capital Improvement Program budget, to the banner project. The $60,000 includes the installation of the banner poles only, (four poles at two locations) not the banners. General fund monies of $4,500 are available for banners (Downtown marketing materials) and it is anticipated that this will be used for one large (3-foot by 40-foot) banner to advertise the Downtown Farmers Market. Other Farmers Market advertising which has been used, that could also be used for other efforts, includes cable television advertising in nearby communities, advertisements in area newspapers, and advertisements on internal e-mail networks for major corporations located in El Segundo. Any additional funds remaining from the banners will be used to promote other Downtown events. It is anticipated that the City Council will review a request for additional funds for other banners in the near future. In addition, it is anticipated that event sponsors and coordinators would pay to install banners to promote their individual events.

Other types of marketing could include advertisements, flyers, billboards, or other promotional materials.
A lunchtime shuttle to bring employees from the business center of El Segundo, west of Sepulveda Boulevard, to the Downtown has been explored in the past and could be analyzed further if desired. The Chamber of Commerce and a BID could also be involved with promoting and advertising the Downtown.

G. Development Incentives

Development incentives can be used as a tool to attract and retain quality businesses in the Downtown. Through the Business Attraction Program (Chapter 3.06 of the El Segundo Municipal Code) and the City’s economic development program, the City currently offers numerous incentives for qualified target businesses throughout the City. The incentives apply to the Downtown area also, and are proposed to continue. These incentives include:

1. Expedited and reduced cost entitlements:
   - Permit approvals may be expedited through the Community, Economic and Development Services application and permit processes at the request and the expense of the applicant.
   - The City may enter into agreements that guarantee that permits will be reviewed within a certain time frame, as agreed to by the City and the applicant ahead of time. If the City does not review the plans within the established time frame then all associated City fees are refunded.
   - Building Safety Division fees are negotiable and may be reduced as much as 50%.

2. Local tax credits and rates:
   - **Business License Tax:** The business license tax can be reduced and/or eliminated if El Segundo is used as a point of sale. The tax will be offset by the amount of the sales tax generated to the City in the previous year, up to the point where zero fees are due to the City.
   - **Utility users tax:** Gas, water, electric, and telephone taxes are negotiable, up to the point where zero tax is required. Currently these rates are 3% for gas, water, and electric, and 2% for telephone.
   - **Transient Occupancy Tax:** The City’s transient occupancy tax for hotel users is currently 8%, one of the lowest in Los Angeles County.

Additional incentives could be provided in the Downtown Plan Area such as the reduction, or elimination of traffic impact fees and the further reduction of Planning and Building Safety Division fees.

3. Removal of Nonconforming Signs:

The City finds that in order to enhance the environment of the Downtown it is desirable to encourage the removal of nonconforming signs at a rapid pace. Therefore, the City may offer owners of nonconforming signs the following incentives to hasten their removal.
In order to qualify for the nonconforming sign removal incentive, a sign proposed to be removed must meet the following requirements. The sign must have been a legal, conforming sign at the time of its placement. (In other words, the sign cannot be illegal). The sign must be located in the Main Street District (300-400 Blocks Main Street). The sign shall not be an abandoned sign at the time of application. In the granting of nonconforming sign removal incentives the City will apply the following priority ranking schedule: roof signs, pole signs (freestanding sign over 10 feet high), internally illuminated signs, and plastic signs. Owners of nonconforming signs may, at their discretion, choose to participate in the following sign removal incentive program. The City will select a number of applicants each year to participate in the program based on the priority of signs provided above and the availability of funds.

The nonconforming sign removal incentive program is a three-year program commencing on the effective date of this Specific Plan. The program is designed to encourage the rapid removal of the least desirable types of signs by providing larger incentives in the early years and tapering off to no incentives in the fourth year.

The incentives which may be provided are as follows:

- **Years one and two**
  Free removal of nonconforming sign.
  Free design service to provide conforming, attractive sign sketches.

- **Year three**
  Free removal of nonconforming sign

  * Those participants availing themselves of the free design service must agree to utilize one of the alternative sketches provided and to erect a new sign within three months of receiving the sketch designs. If said new sign is not erected, the participant will be required to reimburse the City for the cost of the sign design service.

The removal of non-conforming signs program could be financed through General Fund monies or a Business Improvement District (BID).

H. **Historic Preservation**

The City will provide incentives to owners of structures in the Richmond Street District (100-200 blocks Richmond Street) to maintain, preserve, and improve their historic properties on a completely voluntary basis. Eligible structures are not required to participate in the incentive programs. Only historically significant structures, as identified on the attached map, are eligible for these incentives.

The program is a two-part approach to encourage the preservation of El Segundo's historic past. The first part is a series of incentives (regulatory or financial) to encourage historically significant properties to continue to function without major structural alterations that would affect the historical features of the building. The second part is a strong "disincentive" to discourage demolition of historically significant structures by owners which had used any incentive. This second approach does not prohibit the demolition of a historic structure if the owner has not received regulatory or financial incentives from the City.
Protecting the cultural heritage and historical architectural resources that are found in the Richmond Street District is part of the overall goal for the revitalization of the area. This program seeks to give owners of eligible historic properties relief from the contemporary municipal codes, ordinances, taxes and laws levied on newer contemporary structures. By assisting the owners of historic properties, the authenticity of the character of Richmond Street can be preserved, thus improving the economic climate for all owners and merchants.
1. Regulatory Incentives

Historically significant properties are eligible "to apply for the following preservation benefits. The granting of any benefit shall be conditioned upon a written agreement between the City and property owner that ensures preservation of the building's historic character and strongly discourages future demolition. Government Code Section 37361 allows specific zoning criteria for historical buildings.

a. Parking

Commercial historic structures may be granted a reduction in parking requirements, to a maximum of 50 percent, based on a Parking Demand Study and the degree to which the historic character of the building is preserved and/or enhanced.

b. Building Permit and Planning Application Fees

All building permit and planning application fees for historically significant structures will be waived by the Director of Community, Economic and Development Services (subject to City Manager approval) for those projects compatible with preserving the historic character of the subject building.

c. Business License Fees

Local business license tax fees will be waived or reduced for historically significant structures, by the Director of Community, Economic and Development Services, (subject to City Manager approval) for those projects that have completed construction that has renovated, improved, or preserved the historical character of the subject building.

d. Additions to Historic Commercial Structures

Historic commercial structures may add up to 50 percent of the existing floor area, not to exceed 500 square feet, without providing additional parking and without bringing other existing nonconformity’s into compliance, except for permanent signs, with current Specific Plan Standards. The structures would still be required to comply with the floor area ratio (FAR) requirements of the district.

e. Setback Flexibility

Additions to historically significant structures may be allowed to maintain setbacks up to the line of existing encroachments, provided that all setbacks as required by the Uniform Building Code, are maintained for new construction.

f. State Historic Building Code

The California State Historic Building Code (SHBC) provides alternative building regulations for the rehabilitation, preservation, restoration or relocation of historically significant structures. The SHBC may only be used for officially designated historically significant structures, (cultural resources) or in official Historic Districts, in accordance with regulations detailed in Chapter 20.52, Historic Preservation, of the El Segundo Municipal Code.
These standards would be applied during the City's building permit procedure as this code would supplement or replace the Uniform Building Code (UBC) requirements.

g. Rehabilitation Tax Credit
A tax credit may be available for historically significant structures if work performed on the structure constitutes a "Certified Rehabilitation." The tax credit may only be used for officially designated historically significant structures, (cultural resources) or in official Historic Districts, in accordance with regulations detailed in Chapter 20.52, Historic Preservation, of the El Segundo Municipal Code.

h. Conservation or facade easements
A conservation or facade easement is a contract between private property owners and qualified non-profit organizations (which may be the City). The easements enable a property owner to preserve a historically significant building in perpetuity in return for certain tax benefits. The easement may only be used for officially designated historically significant structures, (cultural resources) or in official Historic Districts, in accordance with regulations detailed in Chapter 20.52, Historic Preservation, of the El Segundo Municipal Code.

2. Financial Incentives
   a. Mills Act Contracts-Property Tax reductions
As a preservation incentive, historic property agreements offer advantages to both the City and the property owner. These agreements, commonly referred to as "Mills Act contracts," provide for property tax relief for owners of qualified historic properties who agree to comply with certain preservation restrictions. The tax credit may only be used for officially designated historically significant structures, (cultural resources) or in official Historic Districts, in accordance with regulations detailed in Chapter 20.52, Historic Preservation, of the El Segundo Municipal Code.

For purposes of this Specific Plan, this section does not detail all of the tax and revenue information of the Mills Act. This section does not provide contracts, complete Government Code sections, or Tax Code information. Any individual interested in more details on a Mills Act contract for their historic property is urged to contact the State's Office of Historic Preservation for more information.

The use of Mills Act contracts gives the City the flexibility to deal with historic structure on a case by case basis. The City has the option to choose which properties are suitable for the incentive by evaluating various factors, such as the Significance of the building to the community, development pressures on the site, or the need for rehabilitation. These contracts can be used both as a tool to preserve an individual building and as part of the broader Specific Plan Implementation Program.