AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 7, 2016 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION:

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

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -2- 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: Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; Employees Association; Executive Management (unrepresented employees); Management/Confidential (unrepresented employees)

   Agency Designated Representative: Steve Filarsky and City Manager

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

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 7, 2016 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Wes Harding, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Brann
PRESENTATIONS

a) Introduction of Henry Kusch, Chevron Refinery Plant Manager

b) Presentation – Investment Portfolio Report

c) Presentation – Southern California Edison Discussion of Electrical Outages and Planned System Improvements.

d) Presentation – El Segundo Public Library’s Annual Author Fair and First Summer Reading program for Adults

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
E. CONSENT AGENDA

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

1. Warrant Numbers 3011169 through 3011411 on Register No. 16 in the total amount of $497,051.17 and Wire Transfers from 05/09/16 through 05/22/16 in the total amount of $2,985,486.69.

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Regular City Council Meeting Minutes of May 17, 2016.

Recommendation – Approval.

3. Consideration and possible action to approve an agreement with UCLA Center for Pre-hospital Care to provide continuing education, quality improvement services, and Automatic External Defibrillation (AED) training to fire and police personnel.

(Fiscal Impact: $43,070.24 annually; $129,210.72 over the three-year term of the contract).

Recommendation – 1) Waive the bidding process and authorize the City Manager to sign and enter into an agreement, in a form approved by the City Attorney, with The Regents of the University of California, on behalf of the UCLA Center for Pre-hospital Care; 2) Authorize a blanket purchase order to the Regents of the University of California to enable the Fire and Police Departments to continue to receive the services provided by UCLA, not to exceed $43,070.24 annually; and/or 3) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Information Systems Manager.

(Fiscal Impact: $)

Recommendation – 1) Approve the thirty (30) day provisional appointment extension for the position of IS Manager; 2) Alternatively, discuss and take other possible action related to this item.
5. Consideration and possible action to authorize the City Manager to renew a five-year Parks License Agreement with Southern California Edison (SCE). The agreement is for the City to continue to maintain and operate SCE's property as City parks along Washington Street between Walnut and Mariposa Avenues and along Illinois Street between Mariposa and Holly Avenues.

(Fiscal Impact: FY 16/17 $1,785 or $9,477 for five years)
Recommendation – 1) Authorize the City Manager to execute a five-year Parks License Agreement with SCE in a form as approved by the City Attorney in the amount not to exceed 9,477 for five years; and/or 2) Alternatively, discuss and take other action related to these items.

6. Consideration and possible action regarding adoption of a Resolution appointing City Council Member, Mike Dugan, and Director of Finance, Joseph Lillio, or designee, to serve as board member and alternate board member on the Independent Cities Risk Management Association (ICRMA) governing board.

(Fiscal Impact: none)
Recommendation - 1) Adopt attached resolution appointing City Council Member, Mike Dugan, and Director of Finance, Joseph Lillio, or designee, to serve as board member and alternate board member; and/or 2) Alternatively discuss and take other action related to this item.

7. Consideration and possible action to award a standard Public Works Contract to Ocean Blue Environmental Services, Inc. for City-wide Catch Basin Screen Installation, Project No. PW16-12.

(Fiscal Impact: $43,150.00)
Recommendation – 1) Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Ocean Blue Environmental Services, Inc. in the amount of $34,520.00 for City-wide Catch Basin Screen Installation Project (Project No. PW16-12); 2) Authorize additional contingency of $8,630.00 for unforeseen conditions; and/or 3) Alternatively, discuss and take other possible actions related to this item.
8. Consideration and possible action regarding amending a Professional Services Agreement with Michael Baker International, to prepare an Environmental Impact Report and specific plan peer review pursuant to the California Environmental Quality Act (CEQA) for the TopGolf Project. (Fiscal Impact: None; up to $341,617 Developer Reimbursed Trust Fund)

Recommendation – 1) Approve and authorize payment of up to an additional amount of $341,617 for the preparation of an Environmental Impact Report (EIR) and peer review of a proposed specific plan; 2) Authorize the City Manager to execute an amendment to a Professional Services Agreement with Michael Baker International, in a form approved by the City Attorney, in an additional amount not to exceed $341,617, which will be added to the existing Professional Service Agreement amount of $31,290; and/or 3) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action regarding approval of the City entering into a Joint Exercise of Powers Agreement to establish the Interoperability Network of the South Bay (INSB). (Fiscal Impact: $0.00).

Recommendation – 1) Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Agency (JPA) to create the Interoperability Network of the South Bay (INSB) in a form approved by the City Attorney authorize the City Manager to enter into an agreement in a form approved by the City Attorney; and/or 2) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

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

10. Consideration and possible action regarding Council consensus to cancel the July 5, 2016 City Council Meeting.
   (Fiscal Impact: None)

Recommendation – 1) Approve cancellation of the July 5, 2016 City Council Meeting; 2) Alternatively discuss and take other action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

   Council Member Brann –

   Council Member Pirsztuk –

   Council Member Dugan –

   Mayor Pro Tem Boyles –

   Mayor Fuentes –

11. Consideration and possible action for council to direct staff to address concerns regarding overnight parking of oversized vehicles and trailers by researching effective regulation and gathering public input and report back with options for City Council consideration.

   (Fiscal Impact: $0)

Recommendation - 1) Direct staff to develop options to limit or prohibit overnight parking of oversized vehicles and report back to City Council; 2) Alternatively, discuss and take other action as required.
PUBLIC COMMUNICATIONS – *(Related to City Business Only – 5 minute limit per person, 30 minute limit total)* Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION *(if required)*

ADJOURNMENT

POSTED:

DATE: _______________

TIME: 8:30 AM

NAME: ____________________________
PRESENTATIONS

a) Introduction of Henry Kusch, Chevron Refinery Plant Manager
AGENDA DESCRIPTION:

Presentation of Investment Portfolio Report
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

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

ATTACHED SUPPORTING DOCUMENTS:

Investment Portfolio Report – March, 2016

FISCAL IMPACT: $ None

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

PREPARED BY: Dino Marsocci, Deputy City Treasurer II
REVIEWED BY: Crista Binder, Treasurer
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

The Treasury Department presents the March, 2016 Investment Portfolio Report which provides a status of Treasury Investment activities and related economic indicators.

This report will be created and submitted to Council on a quarterly basis. The report will also be posted to the City’s web site under the Treasury Department.
Date: June 7, 2016

From: Office of the City Treasurer

To: El Segundo City Council

RE: Investment Portfolio Report – As of March 31, 2016

**Introduction:**

This report will serve as a summary for the City of El Segundo’s Treasury Department investment reporting, compliance, investment environment and future plans; as well as subsidiary schedules which will support the Portfolio Summary and provide additional analysis of our investments.

**Investment Summary:**

The investments as of March 31, 2016 are as follows:

<table>
<thead>
<tr>
<th>Security Type</th>
<th>Cost</th>
<th>Market value</th>
<th>Market % of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td>19,166,451.50</td>
<td>19,220,267.85</td>
<td>24.81%</td>
</tr>
<tr>
<td>Corp. Bonds</td>
<td>3,050,015.00</td>
<td>3,024,220.00</td>
<td>3.90%</td>
</tr>
<tr>
<td>CD's</td>
<td>10,633,938.75</td>
<td>10,709,952.29</td>
<td>13.83%</td>
</tr>
<tr>
<td>Union Bank Trust</td>
<td>32,850,405.25</td>
<td>32,954,440.14</td>
<td>42.54%</td>
</tr>
<tr>
<td>LAIF Immediate</td>
<td>$16,538,130.83</td>
<td>$16,538,130.83</td>
<td>21.35%</td>
</tr>
<tr>
<td>LAIF - LAWA</td>
<td>$15,071,728.47</td>
<td>$15,071,728.47</td>
<td>19.46%</td>
</tr>
<tr>
<td>LAIF Subtotal</td>
<td>$31,609,859.30</td>
<td>$31,609,859.30</td>
<td>40.81%</td>
</tr>
<tr>
<td><strong>Total Invested</strong></td>
<td><strong>64,460,264.55</strong></td>
<td><strong>64,564,299.44</strong></td>
<td><strong>83.35%</strong></td>
</tr>
<tr>
<td>Trust Acct. Cash</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chase Bank - Cash</td>
<td>12,894,953.18</td>
<td>12,894,953.18</td>
<td>16.65%</td>
</tr>
<tr>
<td><strong>Total Portfolio</strong></td>
<td><strong>77,355,217.73</strong></td>
<td><strong>77,459,252.62</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
The portfolio Breakdown by Short Term (< 1 year) and Long Term is:

<table>
<thead>
<tr>
<th>Portfolio Value (Market)</th>
<th>Short Term</th>
<th>Long Term</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$37,115,901</td>
<td>$27,448,399</td>
<td>$64,564,299</td>
<td></td>
</tr>
<tr>
<td>Effective Yield</td>
<td>0.550%</td>
<td>1.309%</td>
<td>0.873%</td>
</tr>
<tr>
<td>Average Wtd. Maturity</td>
<td>30.00 Days</td>
<td>2.68 Years</td>
<td>1.19 Years</td>
</tr>
<tr>
<td>Benchmark Yield</td>
<td>0.18%</td>
<td>0.87%</td>
<td>0.59%</td>
</tr>
</tbody>
</table>

* Benchmark value is the Interpolated Treasury Yield to the Portfolio's Avg. Weighted Maturity

**Compliance:**

It is the intention of the City Treasurer’s office to ensure that our investments are in compliance with the maturity time limits and percentage allocation limits with all of our investments. The City is currently in compliance as demonstrated below:

<table>
<thead>
<tr>
<th>Partial List of Allowable Investment Instruments for Local Agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Type</td>
</tr>
<tr>
<td>----------------------------------</td>
</tr>
<tr>
<td>Local Agency Bonds</td>
</tr>
<tr>
<td>U. S Treasury Obligations</td>
</tr>
<tr>
<td>US Agency Obligations</td>
</tr>
<tr>
<td>Negotiable Certificates of Deposit</td>
</tr>
<tr>
<td>Medium Term Notes</td>
</tr>
<tr>
<td>Local Agency Investment Fund (LAIF)</td>
</tr>
</tbody>
</table>

**Investment Type: Medium Term Notes - As of: March 31, 2016**

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Issuer</th>
<th>Maximum Specified % of Portfolio</th>
<th>Minimum Quality Requirements</th>
<th>City of El Segundo Investments</th>
<th>In Compliance Y/N</th>
<th>MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium Term Notes</td>
<td>TOTAL</td>
<td>15%</td>
<td>&quot;A&quot; Rating</td>
<td>3.90%</td>
<td>Y</td>
<td>3,024,220</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>IBM CORP</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.65%</td>
<td>Y</td>
<td>502,165</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>WELLS FARGO &amp; CO.</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.65%</td>
<td>Y</td>
<td>505,700</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>CATERPILLAR FINANCIAL SVCS</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.65%</td>
<td>Y</td>
<td>501,405</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>GENERAL ELECTRIC CAP CORP</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.65%</td>
<td>Y</td>
<td>504,830</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>WALT DISNEY CO</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.65%</td>
<td>Y</td>
<td>501,885</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>BANK OF NEW YORK MELLON</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>0.66%</td>
<td>Y</td>
<td>508,235</td>
</tr>
</tbody>
</table>
Investment Environment:

Bond rates had increased significantly in December, 2015 when the Federal Reserve raised the Fed Funds Rate by 0.25%. During the first quarter of 2016, rates at the longer end of the curve decreased for most of the quarter, ending much lower than they were at the beginning of the quarter. Early this year, many traders were pricing in a 50% chance that the Fed would raise rates one time by the end of 2016. The probability of two increases by the Federal Reserve has since increased, with the possibility of a June increase varying between 26-40% in recent months. Rates have recently risen, recovering about half of the decrease from January 1st as of May 18th, based upon the probability of a rate increase in June.

The graphs and charts below show some of the key interest rates on items we invest in. As rates are expected to rise over the next few years, we want to time our investments to take advantage of the increases as they occur.
## Composite Bond Rates (as of 3/31/16)

<table>
<thead>
<tr>
<th>US Treasury Bonds</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity</td>
<td>Yield</td>
<td>Yesterday</td>
<td>Last Week</td>
<td>Last Month</td>
</tr>
<tr>
<td>3 Month</td>
<td>0.18</td>
<td>0.17</td>
<td>0.26</td>
<td>0.28</td>
</tr>
<tr>
<td>6 Month</td>
<td>0.31</td>
<td>0.31</td>
<td>0.40</td>
<td>0.44</td>
</tr>
<tr>
<td>2 Year</td>
<td>0.71</td>
<td>0.73</td>
<td>0.86</td>
<td>0.82</td>
</tr>
<tr>
<td>3 Year</td>
<td>0.83</td>
<td>0.87</td>
<td>1.01</td>
<td>0.95</td>
</tr>
<tr>
<td>5 Year</td>
<td>1.17</td>
<td>1.23</td>
<td>1.36</td>
<td>1.29</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Municipal Bonds</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity</td>
<td>Yield</td>
<td>Yesterday</td>
<td>Last Week</td>
<td>Last Month</td>
</tr>
<tr>
<td>2yr AA</td>
<td>0.51</td>
<td>0.52</td>
<td>0.51</td>
<td>0.44</td>
</tr>
<tr>
<td>2yr AAA</td>
<td>0.42</td>
<td>0.46</td>
<td>0.42</td>
<td>0.35</td>
</tr>
<tr>
<td>2yr A</td>
<td>0.63</td>
<td>0.61</td>
<td>0.67</td>
<td>0.69</td>
</tr>
<tr>
<td>5yr AAA</td>
<td>0.84</td>
<td>0.86</td>
<td>0.91</td>
<td>0.77</td>
</tr>
<tr>
<td>5yr AA</td>
<td>0.99</td>
<td>1.00</td>
<td>1.12</td>
<td>0.89</td>
</tr>
<tr>
<td>5yr A</td>
<td>1.22</td>
<td>1.28</td>
<td>1.45</td>
<td>1.14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate Bonds</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity</td>
<td>Yield</td>
<td>Yesterday</td>
<td>Last Week</td>
<td>Last Month</td>
</tr>
<tr>
<td>2yr AA</td>
<td>0.74</td>
<td>0.78</td>
<td>0.77</td>
<td>1.04</td>
</tr>
<tr>
<td>2yr A</td>
<td>0.95</td>
<td>0.98</td>
<td>0.73</td>
<td>1.30</td>
</tr>
<tr>
<td>5yr AAA</td>
<td>1.23</td>
<td>1.27</td>
<td>1.53</td>
<td>1.33</td>
</tr>
<tr>
<td>5yr AA</td>
<td>1.51</td>
<td>1.57</td>
<td>1.49</td>
<td>1.65</td>
</tr>
<tr>
<td>5yr A</td>
<td>1.75</td>
<td>1.80</td>
<td>1.99</td>
<td>2.11</td>
</tr>
</tbody>
</table>

Data provided by ValuBond.


### Cash Flow Analysis:

The chart below shows the historical cash flow for the last 12 months. We can see that the majority of our funds are received in the second quarter of the fiscal year, January thru March, primarily due to Business License Renewals and the annual Chevron Payment. We also receive Sales and UUT taxes during the first few months of the year as well.

Our investments will be purchased with the liquidity relative to our cash flow needs.
This chart shows the net change in Cash as related to the Cash Flow Analysis above. Some of the larger disbursements occur in the third and fourth quarters of the fiscal year. During Q-3, March to June, we have a significant payment to CalPERS for our Other Post-Employment Benefits, and in Q-4, July-September, a payment to ICRMA for our citywide insurance premiums, and a large infrastructure payment for roadwork which was completed several years ago.
Additional Economic Indicators:

Economic Projections from September Meeting

The Economic Indicators presented below are key items that the Federal Reserve will look at in deciding whether or not to change interest rates going forward.

The GDP, or Gross Domestic Product, represents the market value of all goods and services produced by the economy during the period measured, including personal consumption, government purchases, private inventories, paid-in construction costs and the foreign trade balance (exports are added, imports are subtracted). This is a key indicator the Federal Reserve will look at when deciding on interest rate changes. The target level for GDP is in the 2.5% to 3.5% range.

The Unemployment Rate shows the percentage of the labor force that is unemployed but seeking work. The target level for Unemployment is around 5.6%.

The PCE Inflation is the Personal Consumption Expenditures rate of inflation. This index is essentially a measure of goods and services targeted toward individuals and consumed by individuals. The long term inflation target is around 2% per year. Core PCE Inflation excludes items such as food and energy due to the nature of their potential price swings.

| Fed Economic Projections (central tendencies as of March 2016) |
|-----------------------------|----------------|----------------|----------------|----------------|
| Variable                    | 2016           | 2017           | 2018           | Longer run     |
| Change in real GDP          | 2.1 - 2.3      | 2.0 - 2.3      | 1.8 - 2.1      | 1.8 - 2.1      |
| December projection         | 2.3 - 2.5      | 2.0 - 2.3      | 1.8 - 2.2      | 1.8 - 2.2      |
| Unemployment rate           | 4.6 - 4.8      | 4.5 - 4.7      | 4.5 - 5.0      | 4.7 - 5.0      |
| December projection         | 4.6 - 4.8      | 4.6 - 4.8      | 4.6 - 5.0      | 4.8 - 5.0      |
| PCE inflation               | 1.0 - 1.6      | 1.7 - 2.0      | 1.9 - 2.0      | 2.0            |
| December projection         | 1.2 - 1.7      | 1.8 - 2.0      | 1.9 - 2.0      | 2.0            |
| Core PCE inflation          | 1.4 - 1.7      | 1.7 - 2.0      | 1.9 - 2.0      |                |
| December projection         | 1.5 - 1.7      | 1.7 - 2.0      | 1.9 - 2.0      |                |

Memo: Projected appropriate policy path

| Federal funds rate          | 0.9 - 1.4      | 1.6 - 2.4      | 2.5 - 3.3      | 3.0 - 3.5      |
| December projection         | 0.9 - 1.4      | 1.9 - 3.0      | 2.9 - 3.5      | 3.3 - 3.5      |
Unemployment

Source: [http://data.bls.gov/cgi-bin/surveymost?bls](http://data.bls.gov/cgi-bin/surveymost?bls)

Inflation:

Inflation Rates by Month

Source: [http://data.bls.gov/cgi-bin/surveymost?bls](http://data.bls.gov/cgi-bin/surveymost?bls)
Average Inflation Rates by Year

Source: http://www.usinflationcalculator.com/inflation/current-inflation-rates/

Retail Trade & Food Services, ex Auto, US Total
Seasonally Adjusted Sales (Millions of $)

**Investment Strategy:**

It is the City and City Treasurer’s policy to invest funds in accordance with the Investment Policy and to meet all legal requirements regarding the safeguarding of funds.

For the last two years we maintained a higher cash balance at the bank in order to offset our bank fees since our Earnings Credit rate was higher than the LAIF rate. Now that the LAIF interest rate exceeds our Earnings Credit rate we have lowered our bank balance and invested more short term funds in LAIF. We will now pay bank fees but earn more interest income, and will continue to monitor our cash flow needs in order to determine which investments will maximize return while providing the proper level of liquidity.

The Liquidity Schedule provides an overview of when our current investments are due to mature. We will plan our future investments to coordinate with these maturities in order to ensure a liquidity balance to our portfolio. The Investments by Security Type schedule provides an additional breakdown of how our funds are presently allocated.

The Portfolio Summary for the month is included as an attachment to this report.

**Additional Notes:**

The City has funds of $209,262.83 which belong to the El Segundo Senior Citizens Housing Development Corporation and are a part of our LAIF balance. There are also LAWA RSI (Los Angeles World Airports Residential Sound Insulation) funds of $15,071,728.47 included in the City’s LAIF balances. The applicable interest for these accounts is accrued monthly and posted quarterly in the same manner as the regular City LAIF interest posting.
City of El Segundo  
Investment Advisory Committee  
Liquidity Schedule  
As of: March 31, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Availability</th>
<th>Market Value</th>
<th>Cumulative Balances</th>
<th>% of Total Assets</th>
<th>% of Total Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Bank</td>
<td>Immediate</td>
<td>12,894,953.18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase</td>
<td>Immediate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Bank - Trust Account</td>
<td>Immediate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash in Bank - Total</td>
<td></td>
<td>12,894,953.18</td>
<td>12,894,953.18</td>
<td>16.65%</td>
<td>16.65%</td>
</tr>
<tr>
<td>L.A.I.F. (State of California)</td>
<td>LAIF Immediate</td>
<td>16,538,130.83</td>
<td>29,433,084.01</td>
<td>38.00%</td>
<td>21.35%</td>
</tr>
<tr>
<td>Cash Immediate</td>
<td>Cash Immediate</td>
<td>29,433,084.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.A.I.F. - LAWA (Restricted)</td>
<td>LAIF Immediate</td>
<td>15,071,728.47</td>
<td>44,504,812.48</td>
<td>57.46%</td>
<td>19.46%</td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>LAIF Immediate</td>
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<tr>
<td>&lt; 30 Days</td>
<td>250,005.00</td>
<td>44,754,817.48</td>
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<tr>
<td>31 to 90 Days</td>
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<td>45,004,887.48</td>
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<td>0.32%</td>
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<tr>
<td>91 to 180 Days</td>
<td>1,752,202.34</td>
<td>46,757,089.82</td>
<td>60.36%</td>
<td>2.26%</td>
<td></td>
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<tr>
<td>181 to 365 Days</td>
<td>3,253,764.24</td>
<td>50,010,854.06</td>
<td>64.56%</td>
<td>4.20%</td>
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<tr>
<td>1 to 2 Years</td>
<td>11,030,036.46</td>
<td>61,040,890.52</td>
<td>78.80%</td>
<td>14.24%</td>
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</tr>
<tr>
<td>2 to 3 Years</td>
<td>6,512,646.25</td>
<td>67,553,536.77</td>
<td>87.21%</td>
<td>8.41%</td>
<td></td>
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<tr>
<td>3 to 4 Years</td>
<td>3,908,458.80</td>
<td>71,461,995.57</td>
<td>92.26%</td>
<td>5.05%</td>
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<tr>
<td>4 to 5 Years</td>
<td>5,997,257.05</td>
<td>77,459,252.62</td>
<td>100.00%</td>
<td>7.74%</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>48,026,168.61</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>77,459,252.62</td>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Portfolio subtotal</td>
<td></td>
<td>64,564,299.44</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Investments by Maturity Date**

- Market Value

Page | 10
### Investments by Security Type

<table>
<thead>
<tr>
<th>Item</th>
<th>Availability</th>
<th>Market Value</th>
<th>Cumulative Balances</th>
<th>% of Total</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Bank</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase</td>
<td>Immediate</td>
<td>12,894,953.18</td>
<td></td>
<td>16.65%</td>
<td>16.65%</td>
</tr>
<tr>
<td>Union Bank - Trust Account</td>
<td>Immediate</td>
<td>-</td>
<td></td>
<td>16.65%</td>
<td>16.65%</td>
</tr>
<tr>
<td>L.A.I.F. (State of California)</td>
<td>Cash in Bank - Total</td>
<td>$12,894,953.18</td>
<td>$12,894,953.18</td>
<td>16.65%</td>
<td>16.65%</td>
</tr>
<tr>
<td>L.A.I.F. - LAWA (Restricted)</td>
<td>LAIF Immediate</td>
<td>16,538,130.83</td>
<td>$29,433,084.01</td>
<td>38.00%</td>
<td>21.35%</td>
</tr>
<tr>
<td>Portfolio Investments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CD's</td>
<td></td>
<td>10,709,952.29</td>
<td>$55,214,764.77</td>
<td>71.28%</td>
<td>13.83%</td>
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<tr>
<td>Gov't Obligations</td>
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<td>19,220,267.85</td>
<td>$74,435,032.62</td>
<td>96.10%</td>
<td>24.81%</td>
</tr>
<tr>
<td>Bonds</td>
<td></td>
<td>3,024,220.00</td>
<td>$77,459,252.62</td>
<td>100.00%</td>
<td>3.90%</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$48,026,168.61</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>$77,459,252.62</td>
<td></td>
<td></td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Investment Portfolio subtotal $84,554,299.44

---

**Chart: Investments by Security Type**

- **Cash Immediate**
- **LAIF Immediate**
- **LAIF - LAWA**
- **CD's**
- **Gov't Obligations**
- **Bonds**

---

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City of El Segundo  
City of El Segundo - Portfolio Management > Summary  
Report Format: By Totals  
Group By: Asset Category  
Portfolio/Report Group: All Portfolios  
As of 3/31/2016

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP/Ticker</th>
<th>YTM @ Cost</th>
<th>Face Amount/Shares</th>
<th>Market Value</th>
<th>Cost Value</th>
<th>Book Value</th>
<th>Days To Maturity</th>
<th>Accrued Interest</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificates of Deposit - Bank</td>
<td>1.251</td>
<td>10,634,000.00</td>
<td>10,709,952.29</td>
<td>10,633,938.75</td>
<td>10,633,944.40</td>
<td>840</td>
<td>19,464.29</td>
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<td>Federal Agency Issues - Coupon</td>
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<td>19,166,451.50</td>
<td>19,165,655.88</td>
<td>891</td>
<td>49,427.13</td>
<td>29.75</td>
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<tr>
<td>Local Agency Investment Funds</td>
<td>0.506</td>
<td>31,609,859.30</td>
<td>31,609,859.30</td>
<td>31,609,859.30</td>
<td>31,609,859.30</td>
<td>1</td>
<td>39,326.40</td>
<td>49.07</td>
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<tr>
<td>Miscellaneous Securities - Coupon</td>
<td>1.252</td>
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<td>3,024,220.00</td>
<td>3,050,015.00</td>
<td>3,011,595.60</td>
<td>575</td>
<td>17,456.94</td>
<td>4.67</td>
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</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td><strong>0.871</strong></td>
<td><strong>64,408,859.30</strong></td>
<td><strong>64,564,299.44</strong></td>
<td><strong>64,460,264.55</strong></td>
<td><strong>64,421,055.18</strong></td>
<td><strong>431</strong></td>
<td><strong>125,674.76</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>

I certify that this report accurately reflects all pooled investments and it is in conformity with the investment policy as approved by the City Council on 3/4/11. A copy of this policy is available in the office of the City Clerk. The investment program herein shown provides sufficient cash flow liquidity to meet the next six months estimated expenditures.

Sources for the valuations are as follows:
Federal Agency Issues, Treasury Securities and Miscellaneous Securities: Union Bank, the custodial agent for the City of El Segundo.

Detail information on all purchase and sale transactions follows the Investment Portfolio Details section.

Crista Binder, CTP, City Treasurer
<table>
<thead>
<tr>
<th>Transaction ID</th>
<th>Description</th>
<th>Transaction Date</th>
<th>Settlement Date</th>
<th>YTM</th>
<th>Cost</th>
<th>Amount/Shares</th>
<th>CUSIP/Ticker</th>
<th>Market Value</th>
<th>Book Value</th>
<th>% of Portfolio</th>
<th>Maturity</th>
<th>Days To Maturity</th>
<th>Face</th>
</tr>
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<tbody>
<tr>
<td>0838</td>
<td>Midvale Bank &amp; Trust</td>
<td>12/27/2015</td>
<td>1/28/2016</td>
<td>1.60</td>
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<td>0234567890</td>
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<td>123,456,789</td>
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<td>123,456,789</td>
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<td>0258</td>
<td>American Express</td>
<td>8/14/2012</td>
<td>8/15/2013</td>
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<td>0821</td>
<td>Bank of Holland</td>
<td>11/14/2012</td>
<td>11/15/2013</td>
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<tr>
<td>0823</td>
<td>BofA Securities</td>
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<tr>
<td>Description</td>
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<td>Transaction ID</td>
<td>Settlement Date</td>
<td>YTM @ Cost</td>
<td>Face Amount/Shares</td>
<td>Cost Value</td>
<td>Book Value</td>
<td>Market Value</td>
<td>Maturity Date</td>
<td>Days To Maturity</td>
<td>Accrued Interest</td>
<td>% of Portfolio</td>
<td></td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------------</td>
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<tr>
<td>Discover Bank 1.7 8/1/2017</td>
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<td>ENERBANK USA SALT LAKE CITY 1.5 10/16/2019</td>
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**Federal Agency Issues - Coupon**

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https://www.tracker.us.com/Apps/Tracker/Reports/PV.aspx?dt=3/31/2016&ac=Portfolio Name,Fund Name,Structure,Type&so... 4/12/2016
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## City of El Segundo
MONTHLY Transaction Summary Report
Portfolio/Report Group: All Portfolios
From 3/1/2016 To 3/31/2016

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Circuit Reliability Review

El Segundo

March 2016
Understanding Your Reliability Report

• As your electric utility, we want you to always have power when you need it. To get there, we constantly track and monitor electric outages across our service territory, and we measure our “system reliability” from this data.

• The two metrics we rely on are common in the electric utility industry: the System Average Interruption Duration Index (SAIDI) and the System Average Interruption Frequency Index (SAIFI). Both are described in more detail on the next page.

• Replacing and upgrading our infrastructure will help SCE maintain or improve SAIDI and SAIFI measurements.

• This report provides historical reliability data for the circuits that serve your jurisdiction and our proposed infrastructure upgrades for the current year.

• To view other reliability reports, visit sce.com>Outage Center>Maintaining Reliable Service
Reliability Metrics

Momentary Outages:
Outages lasting 5 minutes or less

- **MAIFI:**
  - The number of times the average customer is interrupted by Momentary outages each year.

Sustained Outages:
Outages lasting longer than 5 minutes

- **SAIFI:**
  - The number of times the average customer is interrupted by Sustained outages each year.

- **SAIDI:**
  - The cumulative amount of time the average customer is interrupted by Sustained outages each year.
Cities in the South Bay District

- Alondra Park
- Del Aire
- El Segundo
- Gardena
- Hawthorne
- Hermosa Beach
- Inglewood
- Ladera Heights
- Lawndale
- Lennox
- Lomita
- Los Angeles
- Manhattan Beach
- Palos Verdes Estates
- Rancho Palos Verdes
- Redondo Beach
- Rolling Hills
- Rolling Hills Estates
- Torrance
- View Park-Windsor Hills
- West Athens
- Westmont
Overview of El Segundo
There are 21 circuits that serve El Segundo

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<th>Sum of Customers</th>
<th>Circuit Type</th>
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SAIDI = the cumulative amount of time the average customer is interrupted by “sustained” outages each year.
Contributions to SAIFI by Outage Cause

- **Equipment Failure**: 44.1%
  - e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**: 9.4%
  - e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**: 3.2%
  - e.g., patrolled but no cause found
- **Operations**: 1.3%
  - e.g., urgent maintenance w/o 3-day notice
- **3rd Party**: 0.8%
  - e.g., balloon, car hit pole, dig-in
- **Weather/Fire/Earthquake**: 13.3%

SAIFI = the number of times the average customer is interrupted by “sustained” outages each year.
Back-up Slides

Reliability Histories of Circuits Serving El Segundo

Updated through March 2016
### Average Reliability of 21 Circuits Serving El Segundo

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<td>1.2</td>
<td>112.0</td>
<td>1.0</td>
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</table>

### Notes:

No outages are excluded from the metrics.

### Outage Causes:
- **Other:** e.g., patrolled but no cause could be found
- **Operations:** e.g., urgent maintenance w/o 3-day notice to customers
- **3rd Party:** e.g., balloons, car hit pole, dig-in
- **Vegetation/Animal:** e.g., tree branch, rodent, or bird causing short circuit across conductors

**SAIDI (minutes)** = the cumulative amount of time the average customer is interrupted by “sustained” (longer than 5 minutes) outages.

**SAIFI (interruptions)** = the number of times the average customer is interrupted by “sustained” outages.

**MAIFI (interruptions)** = the number of times the average customer is interrupted by “momentary” (last 5 minutes or less) outages.
## Average Reliability of 21 Circuits Serving El Segundo

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<tr>
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<th>2013</th>
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<th>3rd Qtr 2015</th>
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<th>1st Qtr 2016</th>
<th>Previous 4 Qtrs</th>
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<td>SAIFI</td>
<td>MAIFI</td>
<td>SAIDI</td>
<td>SAIFI</td>
<td>MAIFI</td>
<td>SAIDI</td>
<td>SAIFI</td>
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<td>1%</td>
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<td>27%</td>
<td>41%</td>
<td>13%</td>
<td>17%</td>
<td>32%</td>
<td>43%</td>
<td>44%</td>
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<tr>
<td>Other</td>
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<td>4%</td>
<td>31%</td>
<td>15%</td>
<td>26%</td>
<td>31%</td>
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<tr>
<td>Vegetation/Animal</td>
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<td>3%</td>
<td>29%</td>
<td>24%</td>
<td>30%</td>
<td>41%</td>
<td>11%</td>
<td>9%</td>
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**Notes:**

No outages are excluded from the metrics.

**Outage Causes:**
- Other: e.g., patrolled but no cause could be found
- Operations: e.g., urgent maintenance w/o 3-day notice to customers
- 3rd Party: e.g., balloons, car hit pole, dig-in
- Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by "sustained" (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by "sustained" outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by "momentary " (lasting 5 minutes or less) outages.
## Reliability Histories for Individual Circuits Serving El Segundo

<p>|                | 2013  | 2014  | 2015  | 2nd Qtr 2015 | 3rd Qtr 2015 | 4th Qtr 2015 | 1st Qtr 2016 | Previous 4 Qtrs |
|----------------|-------|-------|-------|-------------|-------------|-------------|-------------|----------------|----------------|
|                | SAIDI | SAIFI | MAIFI | SAIDI       | SAIFI       | MAIFI       | SAIDI       | SAIFI          | MAIFI          |
| ARIZONA(4.16KV) - Customers: 1,199 |       |       |       |             |             |             |             |                 |                 |
| 3rd Party      | 7.1   | 0.1   | 0.0   | 2.2         | 0.0         | 0.0         | 43.0        | 1.0            | 0.0            |
| Equipment Failure | 100%  | 100%  | 0%    | 82%         | 64%         | 0%          | 0%          | 0%              | 0%              |
| Operation      | 0%    | 0%    | 0%    | 18%         | 36%         | 0%          | 0%          | 0%              | 0%              |
| Other          | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Vegetation/Animal | 0%   | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Weather/Fire/Earthquake | 0%  | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
|               |       |       |       |             |             |             |             |                 |                 |
| BALLONA(16KV) - Customers: 154 |       |       |       |             |             |             |             |                 |                 |
| 3rd Party      | 5.3   | 0.0   | 0.9   | 34.9        | 0.6         | 2.2         | 119.0       | 0.3            | 2.7            |
| Equipment Failure | 100%  | 100%  | 0%    | 100%        | 54%         | 5%          | 5%          | 5%              | 36%            |
| Operation      | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Other          | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Vegetation/Animal | 0%   | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Weather/Fire/Earthquake | 0%  | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
|               |       |       |       |             |             |             |             |                 |                 |
| BARRACUDA(16KV) - Customers: 245 |       |       |       |             |             |             |             |                 |                 |
| 3rd Party      | 46.9  | 1.0   | 0.0   | 58.2        | 0.1         | 2.0         | 0.0         | 0.0            | 0.0            |
| Equipment Failure | 100%  | 100%  | 0%    | 100%        | 50%         | 0%          | 0%          | 0%              | 0%              |
| Operation      | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Other          | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Vegetation/Animal | 0%   | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Weather/Fire/Earthquake | 0%  | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
|               |       |       |       |             |             |             |             |                 |                 |
| BUNGALOW(16KV) - Customers: 25  |       |       |       |             |             |             |             |                 |                 |
| 3rd Party      | 0.0   | 0.0   | 0.0   | 3.1         | 0.0         | 2.0         | 0.0         | 0.0            | 2.0            |
| Equipment Failure | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Operation      | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Other          | 0%    | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Vegetation/Animal | 0%   | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |
| Weather/Fire/Earthquake | 0%  | 0%    | 0%    | 0%          | 0%          | 0%          | 0%          | 0%              | 0%              |</p>
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## Reliability Histories for Individual Circuits Serving El Segundo

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# Reliability Histories for Individual Circuits Serving El Segundo

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<tr>
<td>Weather/Fire/Earthquake</td>
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<td>0%</td>
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d. Presentation – El Segundo Public Library’s Annual Author Fair and First Summer Reading program for Adults
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<th>Register #</th>
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<tr>
<td>100</td>
<td>General Fund</td>
<td>267,882.29</td>
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<td>104</td>
<td>Traffic Safety Fund</td>
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<tr>
<td>106</td>
<td>State Gas Tax Fund</td>
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<tr>
<td>108</td>
<td>Associated Recreation Activities Fund</td>
<td>-</td>
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<tr>
<td>109</td>
<td>Asset Forfeiture Fund</td>
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<tr>
<td>111</td>
<td>Comm. Devel. Block Grant</td>
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<td>112</td>
<td>Prop A Transportation</td>
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<td>Prop C Transportation</td>
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<td>Air Quality Investment Program</td>
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<td>FEMA</td>
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<td>C.O.P.S. Fund</td>
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<td>122</td>
<td>L.A.W.A. Fund</td>
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<td>Assessment District #73</td>
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<td>601</td>
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<td>Workers Comp. Reserve/Insurance</td>
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<td>Retired Emp. Insurance</td>
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<td>Expendable Trust Fund - Developer Fees</td>
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<td>703</td>
<td>Expendable Trust Fund - Other</td>
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<td>Outside Services Trust</td>
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<td><strong>Total Warrants</strong></td>
<td><strong>$ 497,051.17</strong></td>
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CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
5/9/16 THROUGH 5/22/16

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
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<td>5/9/2016</td>
<td>IRS</td>
<td>234,789.14</td>
<td>Federal 941 Deposit</td>
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<td>5/9/2016</td>
<td>Employment Development</td>
<td>3,309.89</td>
<td>State SDI payment</td>
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<td>State PIT Withholding</td>
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<td>Cal Pers</td>
<td>500,097.96</td>
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<td>1,628,901.88</td>
<td>H2O payment</td>
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<td>5/11/2016</td>
<td>Cal Pers</td>
<td>95,968.07</td>
<td>EFT Retirement Misc</td>
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<td>5/11/2016</td>
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<td>EFT Retirement Safety</td>
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<td>Cal Pers</td>
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<td>EFT Retirement Safety-Police</td>
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<tr>
<td>5/13/2016</td>
<td>Health Comp</td>
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<td>Weekly claims</td>
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<tr>
<td>5/20/2016</td>
<td>Manufacturers &amp; Traders</td>
<td>40,926.25</td>
<td>457 payment Vantagepoint</td>
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<tr>
<td>5/20/2016</td>
<td>Manufacturers &amp; Traders</td>
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<td>IRA payment Vantagepoint</td>
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<td>5/20/2016</td>
<td>State of CA EFT</td>
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<tr>
<td>5/20/2016</td>
<td>Health Comp</td>
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<td>Weekly claims</td>
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<td>5/12/2016</td>
<td>Lane Donovan Golf Pnt</td>
<td>20,653.44</td>
<td>Payroll Transfer</td>
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<td>5/2/16-5/8/16</td>
<td>Workers Comp Activity</td>
<td>50,979.38</td>
<td>SCRMA checks issued</td>
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<tr>
<td>5/9/16-5/15/16</td>
<td>Workers Comp Activity</td>
<td>19,115.43</td>
<td>SCRMA checks issued</td>
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<tr>
<td>5/9/16-5/15/16</td>
<td>Liability Trust - Claims</td>
<td>5,716.28</td>
<td>Claim checks issued</td>
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</tbody>
</table>

DATE OF RATIFICATION: 5/19/16
TOTAL PAYMENTS BY WIRE: 2,985,486.69

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II
Date: 5/19/16

Director of Finance
Date: 5/24/16

City Manager
Date: 5/25/16

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

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

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

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

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

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -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; Employees Association; Executive Management (unrepresented employees); Management/Confidential (unrepresented employees)

   Agency Designated Representative: Steve Filarsky and City Manager

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

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 17, 2016 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:00 PM

INVOCATION – Bill Foster, Elder, Hilltop Church of Christ

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS

a) Proclamation read by Mayor Fuentes, presented to Fire Chief Donovan, proclaiming Saturday, May 21, 2016 as Super CPR Saturday.

b) Proclamation read by Council Member Brann, presented to Lou Kutil, proclaiming Month of May 2016 as Older Americans Month and Lou Kutil is the 2016 El Segundo Older American of the Year.

c) Proclamation read by Council Member Dugan, presented to Carol Wingate, proclaiming June 4, 2016 as El Segundo Auxiliary of Children's Hospital Los Angeles Day Treasure Island Day.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Dave Burns, resident, commented on item #E5. Mr. Burns would like the item pulled, discussed and denied.
Al Keahi, resident and EDAC Interim Chair, thanked the Council, City Manager and Barbara Voss, for their support of EDAC.
Marsha Hansen, Chamber of Commerce President, commented on item #E17 concerning the Downtown Car Show.
Stephanie Katsouleas, Public Works Director, announced Public Work's week and thanked her staff for all the work they do for the City.

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and action regarding a request to substitute a subcontractor for the Richmond Street Improvement Project contract.
   (Fiscal Impact: None; any costs to be paid by prime contractor)
   Recommendation – 1) Open the evidentiary hearing, receive evidence, close the hearing, consider the evidence presented during the hearing and decide whether the City should consent to the prime contractor’s request to substitute the electrical subcontractor on the Richmond Street Improvement Project; 2) Alternatively, consider appointing a hearing officer and delegating authority to the hearing officer to decide whether to grant a subcontractor substitution based upon the evidence presented during an evidentiary hearing held pursuant to Public Contract Code § 4107; 3) Alternatively, discuss and take other action related to this item.

Mark Hensley, City Attorney, introduced, presented and outlined the evidentiary hearing.

Council Discussion

MOTION by Council Member Brann, SECONDED by Council Member Pirsztuk to accept staff’s recommendation to appoint a hearing officer and delegating authority to the hearing officer to decide whether to grant a subcontractor substitution based upon the evidence presented during an evidentiary hearing held pursuant to Public Contract Code § 4107. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Brann to allow the City Manager to authorize and approve a substitute subcontractor if a substitute is recommended by the evidentiary hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

C. UNFINISHED BUSINESS

2. Consideration and action to provide conceptual direction to ES CenterCal, LLC, for the design of the new Lakes at El Segundo Golf Course facility and to authorize the City Manager to negotiate a conditional lease agreement with West Basin Municipal Water District for the purposes of an alternative parking area for the TopGolf facility adjacent to The Lakes Golf Course. (Fiscal Impact: None)
Recommendation – 1) Provide conceptual direction to ES CenterCal, LLC, to proceed into the detailed design phase for The Lakes at El Segundo Golf Course improvements; 2) Direct the City Attorney to draft an amendment to Exhibit D of the Due Diligence and Lease Agreement between the City and CenterCal LLC accordingly; 3) Authorize the City Manager to negotiate a conditional lease agreement with West Basin Municipal Water District for additional parking area; 4) Alternatively, discuss and take other action related to this item.

Greg Carpenter, City Manager, introduced and gave a brief background history of the item.

Meredith Petit, Recreation and Parks Director and Jason Straka, Fry/Straka Global Golf Course Design, gave a presentation.

Council Discussion

MOTION by Mayor Pro Tem Boyles and SECONDED by Council Member Dugan to direct ES CenterCal, LLC to proceed into the detailed design phase for The Lakes at El Segundo Golf Course improvements with Option B and direct the City Attorney to draft an amendment No. 4924-1B to Exhibit D of the Due Diligence and Lease Agreement between the City and CenterCal LLC accordingly.

Greg Carpenter, City Manager, discussed the conditional lease agreement with West Basin Municipal Water District.

Council Discussion

MOTION by Council Member Dugan, SECONDED by Mayor Pro Tem Boyles to authorize the City Manager to negotiate a conditional lease agreement with West Basin Municipal Water District for an additional parking area for the TopGolf facility. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

3. Approve Warrant Numbers 3010941 through 3011168 on Register No. 15 in the total amount of $688,028.42 and Wire Transfers from 4/25/16 through 5/8/16 in the total amount of $869,779.65. Authorize 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.
4. PULLED BY MAYOR FUENTES

5. PULLED BY COUNCIL MEMBER PIRSZTUK

6. Authorize the City Manager to execute a contract Amendment No. 4879A, in a form approved by the City Attorney, with J & L Building Maintenance to increase the budget for Hilltop Park Pool custodial services from summer-only service rates to year round service rates. (Fiscal Impact: $22,049 over the five year term of the contract)

7. Authorize the Fire Chief and El Segundo Firefighters Association President to enter into an Agreement No. 5134 with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) (Fiscal Impact: None)

8. PULLED BY MAYOR FUENTES

9. PULLED BY COUNCIL MEMBER PIRSZTUK

10. PULLED BY COUNCIL MEMBER PIRSZTUK

11. PULLED BY COUNCIL MEMBER PIRSZTUK

12. PULLED BY MAYOR FUENTES AND COUNCIL MEMBER PIRSZTUK

13. Authorize the City Manager to execute Public Works Contract No. 5135 to Vasilj, Inc. in a form approved by the City Attorney, in the amount of $442,923.30 for construction of Sewer Main Repairs at Indiana St., Pine Ave., Illinois St. and Mariposa Ave., authorize the City Manager to execute a Professional Services Agreement No. 5136, in a form as approved by the City Attorney, with AKM Consulting Engineers for inspection services in the amount of $55,070.00 and authorize an additional contingency of $127,249.70 for unforeseen conditions. Project No. PW 16-01. (Fiscal Impact: $625,423.00)

14. Accept as complete the Hilltop Park Playground Improvement and authorize the City Clerk to file a Notice of Completion with the Los Angeles County Recorder’s Office. (Project No. PW 16-05). (Fiscal Impact: $267,483.33)

15. Approve a request for a new tasting room offering related onsite sale and consumption of alcohol and offsite sale of alcohol (Type 74, 23 and 6 ABC Licenses) as an accessory use to a brewery and distillery (Rubens Distilling and Brewing) located at 909 E. El Segundo Boulevard. Applicant: Robert Rubens, on behalf of Hemilane Inc. (Fiscal Impact: N/A)
16. Approve of a class specification, adopt Resolution No. 4897 establishing the Basic Monthly Salary Range for the job classification of Finance Manager and approve the examination plan.  
(Fiscal Impact: None)

17. PULLED BY MAYOR FUENTES

MOTION by Council Member Brann, SECONDED by Council Member Dugan to approve Consent Agenda items 3, 6, 7, 13, 14, 15, and 16. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

PULLED ITEMS:

4. Regular City Council Meeting Minutes of May 3, 2016, Special City Council Meeting Minutes of May 4, 2016 and Special City Council Meeting Minutes.

Council Discussion

MOTION by Mayor Fuentes, SECONDED by Council Member Pirsztuk to approve the Regular City Council Meeting Minutes of May 3, 2016, Special City Council Meeting Minutes of May 4, 2016 and Special City Council Meeting Minutes. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

5. Consideration and possible action to waive the bidding process per El Segundo Municipal Code §1-7-10 and authorize the City Manager to engage disaster preparedness consulting services with Emergency Management Consulting Solutions, Inc. (EMCS) for a sum not to exceed $75,000 annually.  
(Fiscal Impact: $75,000.00)

Greg Carpenter, City Manager, introduced the item.

Chris Donovan, Fire Chief, answered Council questions concerning the contract.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Dugan to waive the bidding process per El Segundo Municipal Code §1-7-10 and authorize the City Manager to engage disaster preparedness consulting services Agreement No. 5133 with Emergency Management Consulting Solutions, Inc. (EMCS), as amended, with Council recommending that the contract be for the remainder of the current fiscal year. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

Recessed at 8:44 PM

Reconvened at 8:54 PM
8. Consideration and possible action regarding a request for a new on-site sale and consumption of alcohol (Type 47 ABC License) for a new restaurant (Saloon at El Segundo) under construction at a new commercial center (Elevon at El Segundo) located at 727 N. Douglas Street, EA No. 1134; CUP No. 15-07, AUP No. 06-10. Applicant: Petros Benekos. (Fiscal Impact: N/A)

Mayor Fuentes thanked the business owner for expanding his business to include a new restaurant at Elevon at El Segundo.

MOTION by Mayor Fuentes, SECONDED by Mayor Pro Tem Boyles to approve a request for a new on-site sale and consumption of alcohol (Type 47 ABC License) for a new restaurant (Saloon at El Segundo) under construction at a new commercial center (Elevon at El Segundo) located at 727 N. Douglas Street. Applicant: Petros Benekos. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

9. Consideration and possible action to adopt Resolution No. 4893 approving Plans and Specifications for Police Department and Fire Department Roof Replacement Projects. Project No. PW 15-18. (Fiscal Impact: $450,000.00)

10. Consideration and possible action to adopt Resolution No. 4894 Plans and Specifications for the Fire Station 1 Seismic Retrofit Project, Project No. PW 15-23A. (Fiscal Impact: $250,000.00)

11. Consideration and possible action to adopt Resolution No. 4895 approving Plans and Specifications for Playground Improvements at Recreation Park. Project PW14-10. (Fiscal Impact: $82,854.00 in grant funding)

12. Consideration and possible action to adopt Resolution No. 4896 approving Plans and Specifications for the Fire Station 1 Apparatus Bay Doors Replacement Project, Project No. PW 15-23B. (Fiscal Impact: $170,000.00)

Council Member Pirsztuk questioned how items #9-11 pertain to the City’s current Capital Improvement Plan (CIP).

Greg Carpenter, City Manager, answered and explained how the items relate to the City’s CIP.

Mayor Fuentes commented on item #12.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Brann to approve Consent Agenda items 9, 10, 11, & 12. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.
17. Review and approve the request to co-sponsor the Downtown El Segundo Car Show along with the El Segundo Chamber of Commerce and the Automobile Driving Museum.  
   (Fiscal Impact: Approximately $1,069.00 in additional fee waivers)

Mayor Fuentes thanked the Chamber of Commerce and the Automobile Driving Museum for co-sponsoring the Car Show when the Police Officers Association (POA) declined to sponsor this year.

MOTION by Mayor Fuentes, SECONDED by Mayor Pro Tem Boyles to co-sponsor the Downtown El Segundo Car Show along with the El Segundo Chamber of Commerce and the Automobile Driving Museum.  MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

F. NEW BUSINESS

18. Discussion regarding the Police Department’s new patrol staffing model.  
   (Fiscal Impact: Unknown)  
   Recommendation – 1) Receive and file the Police Department’s new staffing model; 2) Alternatively, discuss and take other action related to this item.

Greg Carpenter, City Manager, introduced the item.

Mitch Tavera, Police Chief, gave a presentation.

Council Discussion

Council consensus to receive and file the Police Department’s new patrol staffing model.

   (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Joseph Lillio, Finance Manager, gave a presentation.

Council Discussion

Council consensus to receive and file the proposed calendar of activities related to the 2016-17 Strategic Planning efforts and engage a 3rd party facilitator to lead the Strategic Planning Sessions.

G. REPORTS – CITY MANAGER – Thanked the Public Works Department for a job well done and appreciates their efforts in maintaining our City.
H. REPORTS – CITY ATTORNEY – None

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER – Not present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Mentioned his first few weeks as a new Council Member has been busy. He has heard concerns about power outages, motorhomes, TopGolf, Smokey Hollow, RSI, crime, Airbnb’s and desalination to name a few. Council Member Brann attended the Founder’s Tea, Loyola Marymount Forecast on LA, toured Ruben’s Distillery, the Hometown Fair, Library Board meeting, briefed on Continental Development Corporation projects, Biz Now Future of El Segundo Session, ED! Gala and Fire Day at the El Segundo Fire Department.

Council Member Pirsztuk – Thanked the Fire Department for hosting the Fire Day event and thanked everyone who attended the ED! Gala and contributed to its success. Council Member Pirsztuk stated she has enjoyed her first two weeks on the council and looks forward to continuing to serve the City.

Council Member Dugan – Complimented both the Fire Chief and Police Chief on giving excellent reports this evening and on knowing their departments so well and stated he trusts both of them to do right by their departments.

Mayor Pro Tem Boyles – Mentioned the Art Walk is coming up shortly and the kick off meeting will be held on Thursday, May 19, 2016.

Mayor Fuentes – Attended the Biz Now event, ED! Gala, Fire Safety Saturday, the Hometown Fair, thanked Meredith Petit and her Recreation and Parks Department staff for an excellent job on the Fair and signed the MOU partnership at the Air Force Base last week. Welcomed the newest members to the Council.

20. Consideration and possible action regarding the assignments of Council Members to various intergovernmental agencies, local agencies and subcommittees.
   (Fiscal Impact: N/A)
   Recommendation – 1) Approve and implement assignments; 2) Alternatively, discuss and take other possible action related to this item.

Mayor Fuentes introduced and presented the item.

Council Discussion

MOTION by Mayor Fuentes, SECONDED by Council Member Brann to approve and implement assignments. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Jack Axelrod, resident, thanked the Council for their efforts on the fiscal health of the City, would like to hear a report on the Ocean, mentioned crime in the City and various other items of concern.
Dave Burns, resident, thanked the Council, he expressed that he felt heard by the Council and feels the Council is accessible. Mr. Burns asked a few questions to consider during Strategic Planning; what is the City’s disaster recovery element and he would like to include a citizen at large on the Disaster Preparedness Council.
Diane Sombrano, representing Centinela Adobe, invited everyone to attend a BBQ on June 12, 2016 at the Centinela Adobe Complex located at 7643 Midfield Avenue, Los Angeles from noon to 4:00 PM.
Dr. Antonio Mendez, resident, thanked the Council for a great meeting and stated he enjoyed the ED! Gala.

MEMORIALS – None

ADJOURNMENT at 9:49 PM

_____________________
Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action to approve an agreement with UCLA Center for Pre-hospital Care to provide continuing education, quality improvement services, and Automatic External Defibrillation (AED) training to fire and police personnel. (Fiscal Impact: $43,070.24 annually; $129,210.72 over the three-year term of the contract).

RECOMMENDED COUNCIL ACTION:
1. Waive the bidding process and authorize the City Manager to sign and enter into an agreement, in a form approved by the City Attorney, with The Regents of the University of California, on behalf of the UCLA Center for Pre-hospital Care;
2. Authorize a blanket purchase order to the Regents of the University of California to enable the Fire and Police Departments to continue to receive the services provided by UCLA, not to exceed $43,070.24 annually;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Agreement

FISCAL IMPACT: $129,210.72 (over the term of the three year agreement)

<table>
<thead>
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<th>Amount Budgeted:</th>
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<td>Additional Appropriation:</td>
<td>None</td>
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<tr>
<td>Account Number(s):</td>
<td>$36,656.12 (Fire: 001-400-3203-6214)</td>
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<tr>
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<td>$6,414.12 (Police: 001-400-3101-6223)</td>
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ORIGINATED BY: Carol Lynn Anderson, Senior Management Analyst
REVIEWS BY: Christopher Donovan, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Under state law, all persons that provide paramedic and emergency medical services must obtain a valid-issued paramedic license. Those that provide basic life support are also required to obtain licensure and must comply with similar requirements. As part of the license, Paramedics and EMTs must perform continuing education, and certain approved base hospitals, such as UCLA, provide education to pre-hospital providers (see, e.g., H&S Code § 1797.220; Title 22 California Code of Regulations Chapter 4, §§ 100141.2, 100166, 100167, and 100168).

The UCLA Center for Pre-hospital Care was previously approved to conduct continuing education in pre-hospital and emergency medicine for students to maintain licensure as EMT-
Basic and Paramedic (collectively referred to as "CE Programs"), conduct primary education to obtain licensure as an EMT-Defibrillation ("EMT-D") provider, provide Quality Improvement services to maintain or enhance the quality of patient care (referred to as "QI Services"), and conduct Automatic External Defibrillation ("AED") training to law enforcement and if needed, personnel in City buildings.

The City of El Segundo has sole sourced this contract with UCLA Center for Pre-hospital Care in the past and staff is satisfied with the Center's quality and reliable performance history. It is important to note that the scope of work provided by UCLA is well beyond the scope of service from any other pre-hospital provider which further supports the decision to sole source this agreement. The Department seeks to continue this relationship as the only other option is to hire a full-time nurse educator. This option is cost prohibitive and it will be difficult to find a qualified nurse to fulfill all of the requirements laid out when UCLA is the only emergency and pre-hospital academic center on the West Coast that can provide the necessary continuing education and quality improvement oversight necessary to enhance pre-hospital medical care while mitigating litigation.

Since the last review of the contract there have been changes to the EMT AED service provider program requirements (Exhibit A), and the public safety AED service provider program requirements (Exhibit B). The fee schedule has also been updated (Exhibit C) and provides the City an additional fixed cost for the term of this three year agreement.

The fire and police departments are recommending that the City Council waive the bidding process and approve a new agreement for a term of three years beginning July 1, 2016. Staff request that the City Council authorize the City Manager to sign the agreement, in substantially the same form as the attached agreement, in a form approved by the City Attorney.

Likewise, the El Segundo Fire and Police Departments request the City Council authorize a blanket purchase order to the Regents of the University of California to enable the departments to continue to receive the services provided by UCLA. The purchase order will not exceed $43,070.24 annually.
UCLA

And

The City of El Segundo

Services Agreement

This Agreement ("Agreement") is made and entered as of June 07, 2016, by and between The Regents of the University of California, a California corporation, on behalf of the UCLA Center for Prehospital Care ("UCLA") and The City of El Segundo ("City"), on behalf of the El Segundo Fire Department ("Fire Department") and El Segundo Police Department ("Police Department") (collectively the "Departments").

RECATALS

A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine for students to maintain licensure as EMT-Basic and Paramedic (collectively referred to as "CE Programs"), conducts primary education to obtain licensure as an EMT-Defibrillation ("EMT-D") Provider, provides quality improvement services to maintain or enhance the quality of patient care (referred to as "QI Services"), and conducts Automatic External Defibrillation ("AED") training to law enforcement and if needed, personnel in City Buildings.

B. Department desires to utilize UCLA's services to maintain the certifications of their employees and to continue to deliver quality patient care to their community.

NOW THEREFORE, the Parties hereby agree as follows:
Article 1

Rights and Responsibilities of UCLA

1.1 **Provide a Nurse Educator ("Educator").** UCLA shall provide one Educator to the Fire Department to conduct CE Programs and QI Services and an AED Coordinator ("Coordinator") to conduct AED education and services to Police Department and personnel in City Buildings. The Educator and Coordinator shall be subject to the mutual approval of both UCLA and Fire Department.

1.2 **Provide CE Programs for Fire Department.**

1.2.1 **Scheduling CE Programs.** UCLA shall provide and schedule three hour CE Programs, each month, for each of three shifts. UCLA shall develop a schedule and submit it to the Fire Department for approval. The schedule will provide a minimum of twenty-four (24) hours of continuing education for each Fire Department EMT-Paramedic and twelve (12) hours of continuing education for each Fire Department EMT-Basic. This will provide a Fire Department Paramedic thirty-six (36) hours of continuing education annually if he/she attends all continuing education conducted on their scheduled shifts.

1.2.2 **CE Program Content.** All CE Programs shall have content that meets the criteria established by the County of Los Angeles and the State of California to fulfill EMT-Basic and EMT-Paramedic continuing education and recertification requirements. Content shall be developed in collaboration with Fire Department.
1.3 **Provide EMT-D Education and Services for Fire Department.** UCLA shall provide a coordinator ("Coordinator") to conduct the services under this section. The Coordinator shall do the following:

1.3.1 Work cooperatively with the Educator.

1.3.2 Review operational policies for operation of the EMT-D program at Fire Department and submit revisions or recommendations to Fire Department personnel.

1.3.3 Provide competency testing annually for sixty (60) Fire Department personnel. Education session dates/times will be decided upon by the Coordinator and Fire Department personnel.

1.3.4 Review Fire Department patient care reports, dispatch records, and AED usage downloads where appropriate within 72 hours for each cardiac arrest and generate a report that will be reviewed by the Medical Director.

1.3.5 Maintain and submit bi-annually a log that will include usage of the AED, primary education dates, competency test dates, and AED maintenance logs.

1.3.6 Prepare the annual EMT-D report for the Fire Department to submit to the Los Angeles County Department of Health Services as required by policy 412 of the Los Angeles County Department of Health Services Prehospital Care Policy Manual and included as **Exhibit A**.

1.4 **Provide a Medical Director.** UCLA shall provide a medical director ("Medical Director") to supervise the EMT-D Education and Services, including the quality of instruction and use of the AED, as defined by policy 412 of the Los Angeles County Department of Health Services Prehospital Care Policy Manual and included as **Exhibit A**. UCLA and Medical Director assume no responsibility for
the clinical activities and care provided by any of City’s or Departments’
employees or agents, including but not limited to care relating to the EMT-
Defibrillation.

1.5 **Provide QI Services for Fire Department**

1.5.1 **On Site Evaluation.** The Educator shall ride along and evaluate Fire
Department personnel under field conditions and design and provide
education to any specific needs identified. These on-site evaluations will
be conducted three times each month for approximately seven to eight
hours each time.

1.5.2 **Quality Improvement Activities.** The Educator shall develop, coordinate
and maintain a quality improvement plan for Fire Department. This shall
include: developing a system to review Fire Department’s patient care
reports, developing patient care report review criteria, reviewing patient
care reports, coordinating quarterly quality improvement meetings,
providing direct field observation, developing a plan to evaluate the
competency of Fire Department personnel, assisting in fact-finding for
specific incidents, and attending the Los Angeles County EMS Agency
Quality Improvement Committee meetings to gather information
regarding updates and changes to policies and/or procedures and reporting
to the Fire Department.

1.5.3 **Reports and Records.** The Educator will report on QI Activities to the
Fire Department Chief and QI Designee (as identified in Section 3.2
below) and implement any recommendations under the direction of the QI
Designee.
1.6 **AED Services for Police Department.** Coordinator shall do the following:

1.6.1 Provide two re-training courses each year. One program may be scheduled as a primary course to accommodate new personnel.

1.6.2 Maintain a master list of employees’ training and re-training dates.

1.6.3 Review Police Department, dispatch records, and AED usage downloads where appropriate within 72 hours for each cardiac arrest and generate a report that will be reviewed by the Medical Director.

1.6.4 Maintain a log that will include usage of AED, primary education dates, competency test dates, and AED maintenance logs.

1.6.5 Prepare the annual AED Service Provider Report on behalf of the Police Department to submit to the Los Angeles County Department of Health Services as required by policy 413 of the Los Angeles County Department of Health Services Prehospital Care Policy Manual and included as **Exhibit B.**

1.6.6 Coordinate the re-approval of the AED Service Provider Program with the Los Angeles County Department of Health Services.

1.7 **AED Services for City Personnel in City Buildings.** Coordinator shall do the following:

1.7.1 Provide primary AED/CPR training up to four courses per year as requested.

1.7.2 Recommend key personnel in each location for training and recommend the placement location of the AED in each building.

1.7.3 Maintain master list of City employee training and re-training dates.
1.7.4 Review all AED usage downloads if notified and where appropriate, within 72 hours for each cardiac arrest and generate a report that will be reviewed by the Medical Director.

1.7.5 Maintain a log that will include usage of AED, primary education dates, competency test dates, and AED maintenance logs.

1.7.6 Prepare and submit operational policies for operation of the AED at four City locations (e.g., City Hall, Police Department, Parks and Recreation facility and the Urho Saari Swim Stadium “The Plunge”).

Article 2
Confidentiality

2.1 **Definition.** For purposes of this Agreement, the term “Confidential Information” shall mean any information disclosed in order to accomplish the work under this Agreement by one party (“Disclosing Party”) to another party (“Receiving Party”) that is considered confidential by the Disclosing Party, provided such information is in writing or other tangible form and clearly marked as confidential when disclosed, or is so designated in writing within thirty (30) days of such disclosure. The Parties agree to disclose only information that is necessary to the work and to send such information directly to the Parties noticed in Section 9 of this Agreement.

2.2 **Obligations of the Parties.** The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to
carry out the intent of this Agreement. For the period of the Agreement and for a period of five (5) years after disclosure, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

2.2.1 is or shall have been known to the Receiving Party before his/her receipt thereof;

2.2.2 is or shall have been disclosed to the Receiving Party by a third party;

2.2.3 is or shall have become known to the public other than through the Receiving Party;

2.2.4 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or

2.2.5 is required by law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information of the Disclosing Party and any copies made thereof, whether in written, electronic or any other form.

**Article 3**

**Rights and Responsibilities of City and Departments**

3.1 **Provide Space and Equipment.** City and Departments shall provide a classroom in a facility sufficient to provide quality instruction, audiovisual equipment, and
access to City’s training equipment and supplies for the purposes of CE Programs and instruction. Specifically, the City will provide access to training AEDs and manikins for the EMT-D and AED courses.

3.2 **Designate QI Person.** Fire Department shall designate a person responsible for QI Services in the Departments and to receive the information under this agreement and direct the QI Activities (“QI Designee”).

3.3 **Designate Maintenance Person.** Fire Department shall designate a person responsible for the maintenance checks on AEDs in the Fire Department, Police Department, and City buildings.

3.4 **Training Requirements.**

3.4.1 Fire Department shall ensure all personnel are currently certified EMT-Basic to ensure certification as an EMT-D provider.

3.4.2 Police Department shall ensure all specified personnel maintain a current CPR and First Aid card every two years.

3.5 **Registration.** The City will coordinate the registration of City personnel into AED courses at City buildings.

3.6 **Textbooks.** The City will provide the textbooks for participants at AED courses at City buildings.

3.7 **Responsibility.** City understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of all services provided herein.
Article 4

Term

4.1 The term of this Agreement shall be for three (3) years, from June 1, 2016, through June 30, 2019. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in this Agreement.

Article 5

Termination

5.1 **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days written notice to the names set forth in Article 9 below.

5.2 **Termination for Cause.** Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice to the names set forth in Article 9 below. If the breaching party fails to cure the breach, the termination shall be effective at the end of the thirty (30) day period.

Article 6

Payment

6.1 **Compensation for Services.** City agrees to compensate UCLA for the services provided under this Agreement at the rates set forth in **Exhibit C**. UCLA will invoice City on a monthly basis. City shall pay the invoiced amount due within 30 days of receipt of the invoice from UCLA.
6.2 **Payment.** Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:

Business Services Director  
UCLA Center for Prehospital Care  
10990 Wilshire Blvd., Suite 1450  
Los Angeles, CA 90024

**Article 7**

**Insurance**

7.1 The Parties agree to obtain and maintain the insurance set forth in **Exhibit D.**

**Article 8**

**Indemnification**

8.1 Departments and the City agree to defend, indemnify, and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Departments and City, its officers, employees or agents.

8.2 UCLA agrees to defend, indemnify, and hold harmless Departments and the City, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or
damages are caused by or result from the negligent or intentional acts or
omissions of UCLA, its officers, employees or agents.

Article 9

Notice

9.1 Any notice required to be given to any Party is deemed to have been given and to
be effective on the date of delivery if delivered in person, or five days after
mailing if mailed by first-class certified mail, postage paid, or on the date of the
fax confirmation if made by fax, to the respective addresses given below or to any
other address as designated in writing to the other Party:

UCLA:

Todd LeGassick
Managing Director
UCLA Center for Prehospital Care
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

With a copy to:
UCLA Healthcare Legal Affairs
924 Westwood Blvd., Suite 1050
Los Angeles, CA 90024

City:

City Clerk’s Office
City of El Segundo
350 Main Street
El Segundo, CA 90245

With a copy to:
El Segundo Fire Department
314 Main Street
El Segundo, CA 90245
Article 10

Use of Name

10.1 Neither Party may use the name of the other without the prior written approval of the authorized representative of the other Party. City and Departments agree that any use of the “University of California” or similar references to the University of California Los Angeles, its employees, programs and/or facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000, and University of California policy.

Article 11

General Terms

11.1 **Relationship.** This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the Parties. The relationship between the Parties shall at all times be that of independent contractors.

11.2 **Non-solicitation.** City and Departments agree that they will not solicit UCLA Educator(s) for employment at the City or Departments during the term of the Agreement and for twelve 12 months after the end of its term.

11.3 **Governing Law.** This Agreement must be interpreted and construed according to the laws of the State of California.

11.4 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both Parties.
11.5 **Assignment.** Neither Party may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

11.6 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

11.7 **Waiver.** Waiver by any Party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.

11.8 **Entire Agreement.** This Agreement, and the Exhibits, contain the entire Agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.

11.9 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

**IN WITNESS THEREOF,** the Parties hereto have executed this Agreement on the dates indicated.

DATE: _______________  

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UCLA Center for Prehospital Care

By: ________________________

- 13 -
On behalf of UCLA
Kelsey Martin, M.D., Ph.D.
Interim Dean,
David Geffen School of Medicine at UCLA

DATE: _________________

THE CITY OF EL SEGUNDO
A general law City.

By: _______________________
Greg Carpenter, City Manager

DATE: _________________

ATTEST:

By: _______________________
Tracy Weaver, City Clerk

DATE: _________________

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

By: _______________________

Exhibit C
Fees

1. Fire Department & City Building Services: $3054.71 per month
2. Police Department Services: $534.51 per month
Exhibit D

Insurance

I. UCLA

UCLA at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with limits of five million dollars ($5,000,000) per occurrence, with a general aggregate of five million dollars ($5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Self-Insurance Program with a combined single limit of not less than one million dollars ($1,000,000) per occurrence, if such automobile insurance is not included as part of UCLA’s General Liability Coverage.

3. Professional Medical and Hospital Liability Self-Insurance Program with limits of five million dollars ($5,000,000) per occurrence and a general aggregate of five million dollars ($10,000,000).


5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the Parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA. If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include Departments and City as insureds. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents under this Agreement. UCLA, upon execution of this Agreement, shall furnish City and Departments with Certificates of Self-Insurance evidencing compliance with all requirements.

II. City and Departments
City and Departments at their sole cost and expense shall insure or self-insure their activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance with a limit of five million dollars ($5,000,000) per occurrence and a general aggregate of five million dollars ($5,000,000).

2. Business Automobile Liability Self-Insurance Program with a combined single limit of not less than one million dollars ($1,000,000) per occurrence with additional coverage available, if such automobile insurance is not included as part of City and Departments’ General Liability Coverage.

3. Professional Medical Liability Self-Insurance Program with limits of three million dollars ($3,000,000) per occurrence, and a general aggregate of ten million dollars ($10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars ($500,000). In the event that a claims-made policy is canceled or non-renewed, then City and Departments shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.


5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the Parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of City or Departments. If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include UCLA as insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of City or Departments, their officers, employees and agents under this Agreement. City and Departments, upon execution of this Agreement, shall furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.
III. **NOTICE**

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Exhibit D of this Agreement of any changes, modifications or cancellations of the above coverages.
DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: EMT AED SERVICE PROVIDER
PROGRAM REQUIREMENTS

PURPOSE: To establish policies and procedures for EMT AED service providers in Los Angeles County.

AUTHORITY: Health and Safety Code Sections; 1797.170, 1797.190, 1797.196 California Code of Regulations, Title 22, Division 9, Chapter 2 Sections 100056, 100056.1, 100063, 100063.1.

DEFINITIONS:

AHA ECC: American Heart Association Emergency Cardiovascular Care

Automated External Defibrillator (AED): An external defibrillator capable of cardiac rhythm analysis that will charge and deliver a shock, either automatically or by user interaction, after electronically detecting and assessing ventricular fibrillation or ventricular tachycardia.

Authorized Individual: EMT personnel employed by an EMT AED service provider who has met the training requirements and is authorized to use an AED.

CPR: Cardiopulmonary Resuscitation

EMT (Emergency Medical Technician): An individual who is currently certified in California as an EMT.

EMT AED Service Provider: An agency or organization approved by the EMS agency and is responsible for and authorizes EMTs to operate an AED for the purpose of providing services to the general public.

PRINCIPLES:

1. All EMT AED service provider agencies shall meet State regulations and established EMS Agency policies.

2. Only agencies or organizations that employ EMTs are eligible for approval as an EMT AED service provider.

3. An approved EMT AED service provider and their authorized personnel shall be recognized statewide.

4. Agencies that employ both EMTs and public safety personnel and seek approval as an AED service provider agency must comply with the policy requirements for each entity.

EFFECTIVE DATE: 8-1-88
REVISED: 07-01-13
SUPERCEDES: 01-30-09
APPROVED: Director, EMS Agency
Medical Director, EMS Agency
POLICY:

I. Approving Authority

The EMS Agency shall be the approving authority for all EMT AED service provider programs whose headquarters/local operations are located within Los Angeles County.

II. Program Approval

The EMS Agency:

A. Shall notify the applicant within ten (10) working days that the application was received and specify what information, if any, is missing or deficient.

B. Shall review and approve all CPR/AED training programs which are not approved by American Heart Association (AHA), American Red Cross (ARC), or the EMS Authority.

C. May conduct a site survey prior to approval.

D. Shall provide written approval authorizing AED services within fourteen (14) working days, when all requirements have been met.

E. May revoke or suspend an EMT AED program, prohibiting the use of AEDs, if the EMT AED service provider:

1. Is found to be out of compliance with applicable State regulations and/or EMS Agency policies, procedures or reporting requirements.

2. Fails to correct identified deficiencies within the specified length of time after receiving written notice from the EMS Agency.

III. Program Staff Requirements

Each program shall designate a program coordinator.

A. Requirements

An individual designated by the fire chief or general manager of the EMT AED service provider organization or agency.

B. The duties shall include but are not limited to:

1. Program management.

2. Data collection.

3. Annual report submission.

4. Ensure that a California licensed physician, physician assistant, registered nurse or paramedic, who has the ability to interpret ECG rhythms, will timely and competently:
a. Review all cases where an AED was applied.

b. Log required data.

c. Review and summarize system performance.

d. Make recommendations, as indicated, for modification of system design, performance protocols or training standards designed to improve patient outcome.

5. Comply with department and EMS Agency policies and procedures.

IV. Program Requirements

A. Initial Application

An organization or agency employing certified EMTs may seek approval by submitting the following:

1. A complete application.

2. All required documents as outlined in the application packet.

3. A written request or letter of intent which includes the following:
   a. A statement that the organization or agency is willing to abide by Los Angeles County EMS Agency Reference No. 412, EMT AED Service Provider Program Requirements.
   b. An assurance that all AED devices in use meet current AHA ECC guidelines.
   c. Changes in key personnel or equipment will be reported to the Los Angeles County EMS Agency within thirty (30) days.
   d. Notification of discontinuance of an approved EMT AED program will be sent to the Los Angeles County EMS Agency within thirty (30) days.

B. Training and Competency

Requirements are as follows:

1. CPR with AED training to the level of health care provider or professional rescuer in accordance with current American Heart Association/Emergency Cardiovascular Care guidelines.

2. Orientation to the use and maintenance of the EMT service provider's specific AED device(s).
SUBJECT: EMT AED SERVICE PROVIDER PROGRAM REQUIREMENTS

3. Instruction in documentation, internal response and operational plan, reporting requirements and EMS Agency policies and procedures related to AED use.

4. Continued competency training and documented demonstration of skills proficiency which shall occur, at a minimum, every two (2) years.

C. Provide the following to the EMS Agency or EMS Authority upon request for each EMT AED authorized user:

1. EMT certification number with expiration date and issuing agency.

2. Date of most recent CPR/AED training.

3. Most recent AED skills competency date.

D. Maintenance of Equipment/Supplies

1. Have a written policy with the procedure to be used to ensure AED equipment is properly maintained.

2. All AEDs and supplies shall be maintained and inspected after each use and, at a minimum, every thirty (30) days.

E. Response and Operational Plan

All EMT AED service providers shall have a response and operational plan for AED use to include the following:

1. How emergency response will be activated e.g. 9-1-1 call, internal number, radio, etc.

2. Geographical response area, location of each AED and number of AEDs in service.

3. Response personnel.

4. Scene safety.

5. Documentation post AED application.

V. Program Review and Reporting

A. Approved programs shall be subject to periodic on-site surveys by the EMS Agency, in conjunction with other surveys whenever possible.

B. The EMS Agency shall be notified in writing within thirty (30) days of any change in program coordinator, and/or changing, adding or upgrading of AEDs.

C. The EMS Agency annual report shall be submitted by March 31st for the previous year. The annual report shall include, but may not be limited to the following:
SUBJECT: EMT AED SERVICE PROVIDER PROGRAM REQUIREMENTS

REFERENCE NO. 412

1. The total number of cardiac arrest responses.

2. The total population served.

3. The number of patients with sudden cardiac arrest receiving CPR prior to arrival of the EMT AED service provider on whom an AED was applied.

4. The number of persons who suffered a witnessed cardiac arrest whose initial monitored rhythm was ventricular tachycardia or ventricular fibrillation on whom an AED was applied.

5. The number of patients who were defibrillated:
   a. Witnessed
   b. Un-witnessed

6. Number of personnel who are authorized to perform defibrillation by the EMT AED service provider:
   a. EMTs
   b. Lay public

VI. Record Keeping

A. Each program shall maintain the following records for four (4) years which shall be available for review:
   1. All documentation required for program approval.
   2. Training and competency rosters.
   3. Instructional and testing material.
   5. Curriculum vitae and qualifications for program coordinator.

B. Patient care records shall be maintained in accordance with EMS Agency policies.

CROSS REFERENCE:

Prehospital Care Manual:
Reference No. 412.1, EMT AED Service Provider Program Application
Reference No. 413, Public Safety AED Service Provider Program Requirements
Reference No. 602, Confidentiality of Patient Information
Reference No. 606, Documentation of Prehospital Care
Reference No. 610, Retention of Prehospital Care Records
Reference No. 814, Determination/Pronouncement of Death in the Field
DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: PUBLIC SAFETY AED SERVICE PROVIDER PROGRAM REQUIREMENTS

REFERENCE NO. 413

PURPOSE: To establish policies and procedures for Public Safety AED Service Providers in Los Angeles County.

AUTHORITY: Health and Safety Code Sections; 1797.170, 1797.190, 1797.198
California Code of Regulations, Title 22, Division 9, Chapter 1.5 Sections 100005 - 100016, 100018 - 100028. Penal Code Sections 830 – 830.65

DEFINITIONS:

AHA ECC: American Heart Association Emergency Cardiovascular Care

Automated External Defibrillator (AED): An external defibrillator capable of cardiac rhythm analysis that will charge and deliver a shock, either automatically or by user interaction, after electronically detecting and assessing ventricular fibrillation or ventricular tachycardia.

Authorized Individual: Public safety personnel employed by a public safety AED service provider who has met the training requirements and is authorized to use an AED.

CPR: Cardiopulmonary Resuscitation

EMT (Emergency Medical Technician): An individual who is currently certified in California as an EMT.

Public Safety AED Service Provider: An agency or organization approved by the EMS agency and is responsible for and authorizes public safety personnel to operate an AED for the purpose of providing services to the general public.

Public Safety Personnel: Firefighter, lifeguard or peace officer (as defined by section 830 of the Penal Code) not employed as an EMT.

PRINCIPLES:

1. All public safety AED service provider agencies shall meet State regulations and established EMS Agency Policies.

2. Only agencies or organizations that employ public safety personnel are eligible for approval as a public safety AED service provider.

3. An approved public safety AED service provider and their authorized personnel shall be recognized statewide.

EFFECTIVE DATE: 04-01-09
REVISED: 07-01-13
SUPERSEDES: 04-01-09
APPROVED: Director, EMS Agency          Medical Director, EMS Agency
SUBJECT: PUBLIC SAFETY AED SERVICE PROVIDER PROGRAM REQUIREMENTS

4. Agencies that employ both public safety and EMT personnel and seek approval as an AED service provider, must comply with the policy requirements for each entity.

POLICY:

I. Approving Authority

The EMS Agency shall be the approving authority for all public safety AED service provider programs whose headquarters are located within Los Angeles County.

II. Program Approval

The EMS Agency:

A. Shall notify the applicant within ten (10) working days that the application was received and specify what information, if any, is missing or deficient.

B. Shall review and approve first aid and/or CPR/AED training programs which are not approved by American Heart Association (AHA), American Red Cross (ARC), Peace Officer’s Standards and Training (POST) or the EMS Authority.

C. May conduct a site survey prior to approval.

D. Shall provide written approval authorizing AED services within fourteen (14) working days, when all requirements have been met.

E. May revoke or suspend a public safety AED program, prohibiting the use of AEDs, if the public safety AED service provider:

1. Is found to be out of compliance with applicable State regulations and/or EMS Agency policies, procedures or reporting requirements.

2. Fails to correct identified deficiencies within the specified length of time after receiving written notice from the EMS Agency.

III. Program Staff Requirements

Each program shall designate a program coordinator.

A. Requirements

An individual designated by the chief or general manager of the public safety AED service provider organization or agency.

B. The duties shall include but are not limited to:

1. Program management.

2. Data collection.
3. Annual report submission.

4. Ensuring a California licensed physician, physician assistant, registered nurse or paramedic, who has the ability to interpret ECG rhythms, will timely and competently:
   a. Review all cases where an AED was applied.
   b. Review system performance.
   c. Make recommendations, as indicated, for modification of system design, performance protocols or training standards designed to improve patient outcome.

5. Complying with department and EMS Agency policies and procedures.

IV. Program Requirements

A. Initial Application

An organization or agency employing public safety personnel may seek approval by submitting the following:

1. A complete application.

2. All required documents as outlined in the application packet.

3. A written request or letter of intent which includes the following:
   a. A statement that the organization or agency is willing to abide by Los Angeles County EMS Agency Reference No. 413, Public Safety AED Service Provider Program Requirements.
   b. An assurance that all AED devices in use meet current AHA ECC guidelines.
   c. Changes in key personnel or equipment will be reported to the Los Angeles County EMS Agency within thirty (30) days.
   d. Notification of discontinuance of an approved public safety AED program will be sent to the Los Angeles County EMS Agency within thirty (30) days.

B. Initial Training

Training requirements include:

1. First aid training not less than 15 hours.

2. CPR training not less than 6 hours.
Note: POST-approved basic academy training covers the training requirements in section IV.B.1 and 2 of this policy.

3. AED training not less than 4 hours and shall include the following topics and skills:
   a. Proper use, maintenance and periodic inspection of the AED.
   b. The necessity of CPR, defibrillation, advanced life support (ALS) and adequate airway care
   c. Overview of the EMS system, 9-1-1 access, interaction with EMS personnel, and organization’s internal response and operational plan.
   d. Assessment of an unconscious patient, to include evaluation of airway, breathing and circulation to determine cardiac arrest.
   e. Appropriate care if rhythm analysis reports “no shock advised.”
   f. AED safety precautions to enable the individual to administer a shock without jeopardizing the safety of the patient, rescuers or bystanders.
   g. Recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged.
   h. Rapid, accurate assessment of the patient post defibrillation.
   i. Appropriate care following defibrillation.
   j. Documentation and reporting requirements.

C. Skills Competency

1. All programs shall test AED competency for each authorized individual at least annually and when changes in equipment occur.

2. Complete a retraining course in first aid, CPR and AED use once every three (3) years at a minimum which consists of not less than twelve (12) hours.

   OR

3. Pass a competency based written and skills pretest on first aid, CPR and AED use every three (3) years at a minimum with the following restrictions:
   a. Appropriate retraining is provided on those topics indicated necessary by the pretest in addition to any new developments in first aid, CPR and AED use.
   b. A final test is given and passed covering the topics on which retraining occurred.
D. Provide the following to the EMS Agency or EMS Authority upon request for each public safety AED authorized user:

1. Dates of most recent first aid, CPR and AED training.
2. Most recent AED skills competency date.

E. Maintenance of Equipment/Supplies

1. Have a written policy with the procedure to be used to ensure AED equipment is properly maintained.
2. All AEDs and supplies shall be maintained and inspected after each use and, at a minimum, every thirty (30) days.

F. Response and Operational Plan

All public safety AED service providers shall have a response and operational plan for AED use which includes the following:

1. How emergency response will be activated e.g., 9-1-1 call, internal number, radio, etc.
2. Geographical response area, location of each AED and number of AEDs in service.
3. Response personnel.
4. Scene safety.
5. Documentation post AED application.

V. Program Review and Reporting

A. Approved programs shall be subject to periodic on-site surveys by the EMS Agency.

B. The EMS Agency shall be notified in writing within thirty (30) days of any change in program coordinator, and/or changing, adding or upgrading of AEDs.

C. The EMS Agency annual report shall be submitted by March 31\textsuperscript{st} for the previous year. The annual report shall include, but may not be limited to the following:

1. The total number of cardiac arrest responses.
2. The total population served.
3. The number of patients with sudden cardiac arrest receiving CPR prior to arrival of the public safety AED service provider on whom an AED was applied.
4. The number of persons who suffered a witnessed cardiac arrest whose initial monitored rhythm was ventricular tachycardia or ventricular fibrillation on whom an AED was applied.

5. The number of patients who were defibrillated:
   e. Witnessed
   f. Un-witnessed

6. Number of personnel who are authorized to perform defibrillation by the public safety AED service provider:
   a. Public safety
   b. Lay public

VI. Record Keeping

Each program shall maintain the following records for four (4) years which shall be available for review:

A. All documentation required for program approval.
B. Training and competency rosters.
C. Instructional and testing material.
D. Maintenance/inspection log sheets.
E. Curriculum vitae and qualifications for program coordinator.

CROSS REFERENCE:

Prehospital Care Manual:
Reference No. 412, EMT AED Service Provider Program Requirements
Reference No. 413.1, Public Safety AED Service Provider Program Application
AGENDA DESCRIPTION:
Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Information Systems Manager (Fiscal Impact: $).

RECOMMENDED COUNCIL ACTION:
(1) Approve the thirty (30) day provisional appointment extension for the position of IS Manager;
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1) El Segundo Municipal Code Section 1-6-13(c)

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

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

BACKGROUND AND DISCUSSION:
The Police Department is requesting a thirty (30) day extension for the interim position of Information Systems Manager in accordance with El Segundo Municipal Code Section 1-6-13(c). Scott Kim has been Acting Information Systems Manager since November 14, 2015, due to the resignation of Larry Klingaman, who held the full time manager position.

Since Mr. Kim was appointed to the Acting IS Manager position, he has been managing various projects including the ongoing fiber plan and the Laserfiche install in addition to coordinating multiple service contracts. Staff is currently researching the various options available to fill this vacancy on a full-time permanent basis. Until such time, we are requesting extending Mr. Kim’s Interim assignment in order to maintain continuity of services.

In accordance with El Segundo Municipal Code 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 July 14, 2016. It is the Police Department’s intent to request additional thirty (30) day extensions through the remainder of the fiscal year to comply with ESCC Section 1-6-13(c).
El Segundo, California
City Code

1-6-13: APPOINTMENT IN CLASSIFIED SERVICE:

C. Provisional Appointment: In the absence of appropriate employment lists, a provisional appointment may be made of a person meeting the qualifications established for the classification. Any employment list shall be established within six (6) months, for any permanent position filled by provisional appointment. No person shall be employed by the City under provisional appointment for a total of more than six (6) months in any fiscal year except that the City Manager may, with approval of the City Council, extend the period of any provisional appointment for not more than thirty (30) days by any one action.
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to renew a five-year Parks License Agreement with Southern California Edison (SCE). The agreement is for the City to continue to maintain and operate SCE’s property as City parks along Washington Street between Walnut and Mariposa Avenues and along Illinois Street between Mariposa and Holly Avenues. (Fiscal Impact: FY 16/17 $1,785 or $9,477 for five years)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a five-year Parks License Agreement with SCE in a form as approved by the City Attorney in the amount not to exceed 9,477 for five years; or
2. Alternatively, discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:

1. License Agreement between the City of El Segundo and SCE.

FISCAL IMPACT: $1,785 for FY16/17

| Amount Budgeted: | $1,785 |
| Additional Appropriation: | No |
| Account Number(s): | 001-400-5102-6206 |

ORIGINATED BY:  Mark Trujillo, Parks Superintendent

REVIEWED BY:  Meredith Petit, Director of Recreation and Parks

APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City has maintained a Parks License Agreement with Southern California Edison (SCE) for the purposes of providing recreation and open space along Washington Street between Walnut and Mariposa Avenues and along Illinois Street between Mariposa and Holly Avenues for over 20 years. The standard agreement calls for the licensee (the City) to maintain the property, post appropriate signage pertaining to park rules and regulations, and allow appropriate access to the power lines for maintenance and repair purposes. Additionally, any costs associated with improvements or modifications to the property are incurred by the City and require written approval from SCE.

Southern California Edison typically renews such agreements in 5-year terms. The current License Agreement with SCE for Independence, Constitution, Washington, and Freedom Parks will expire on September 30, 2016. The proposed agreement indicates 3% rent increases per year, from $1,785 to $2,009, or $9,477 over the next five fiscal years.

Staff recommends renewing the agreement to continue to maintain and operate SCE’s property as City parks. Effective dates of the agreement will be October 1, 2016 through September 30, 2021.
CITY OF EL SEGUNDO

LICENSE AGREEMENT

INDEX OF ARTICLES

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY FOR LICENSOR UPON TERMINATION OR EXPIRATION
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (_______)/(_______)
Licensor/Licensee

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37. INDUCED VOLTAGES
38. NOTICES
39. RECORDING
40. COMPLETE AGREEMENT
41. SIGNATURE AUTHORITY
42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES AND LANDSCAPING
LICENSER AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF EL SEGUNDO, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Numbers 4139-017-801, 4139-018-800, 4139-024-800, 4139-029-801 and 4139-014-800, situated in the City of El Segundo, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessor, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is not consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, upon a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (______)/(______)
Licensor/Licensee

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1. **Use:** Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee’s use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Articles 29 and/or 30.

2. **Term:** Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of October, 2016 and ending on the last day of September, 2021. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. **Consideration:** Licensee will pay to Licensor the sum of One Thousand Seven Hundred Eighty Four and 99/100 Dollars ($1,784.99) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Year Due</th>
<th>Yearly Amount</th>
<th>Payment Due First Day Of</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>2016</td>
<td>$1,784.99</td>
<td>October</td>
</tr>
<tr>
<td>Second Year</td>
<td>2017</td>
<td>$1,838.54</td>
<td>October</td>
</tr>
<tr>
<td>Third Year</td>
<td>2018</td>
<td>$1,893.70</td>
<td>October</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>2019</td>
<td>$1,950.51</td>
<td>October</td>
</tr>
<tr>
<td>Fifth Year</td>
<td>2020</td>
<td>$2,009.02</td>
<td>October</td>
</tr>
</tbody>
</table>

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the full amount that was due on said date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. **Insurance:** During the term of this Agreement, Licensee shall maintain the following insurance:

   (a) **Workers' Compensation** with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

   Initial (_____)/(_____)
   Licensor/Licensee

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(b) **Commercial General Liability Insurance**, including contractual liability and products liability, with limits not less than $2,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee’s acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) **Commercial Automobile Liability** insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 “Notices”, at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. **Licensor’s Use of the Property:** Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor’s activities under this Article.

6. **Licensee’s Improvements:** Licensee must submit, for Licensor’s prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee’s conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereeto, based on individual site characteristics, Licensor’s existing or potential operating needs or Licensee’s proposed use(s). Licensee must submit, for Licensor’s prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor’s use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee’s risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of

Initial (_____)/(_____)
Licensor/Licensee

2016.03.17-V2-GS - JH
any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, 29 and/or 30.

7. **Licensee's Personal Property:** (i) Licensee may place Licensee's personal property on the Property consistent with the use and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability related to any claim by a non-party arising from the storage of and/or damage to such non-party's personal property.

8. **Height Limitations and Vertical Clearances:** Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

<table>
<thead>
<tr>
<th>Vehicle/ Equipment Vertical Clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 kV</td>
</tr>
<tr>
<td>220 kV – 66kV</td>
</tr>
<tr>
<td>&lt;66kV (Distribution facilities)</td>
</tr>
<tr>
<td>Telecom</td>
</tr>
</tbody>
</table>

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. **Access and Horizontal Clearances:** Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in

Initial (____)/ (____)  
Licensor/Licensee  

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writing by Licensor, Licensee will make no use of the area directly underneath Licensor’s towers and will maintain the following minimum clearances at all times:

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.

b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. **Parking:** Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. **Weeds, Brush, Rubbish and Debris (Weed Abatement):** Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. **Flammables, Waste and Nuisances:** Unless permitted by Licensor in writing, Licensee will not, or allow others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. **Pesticides and Herbicides:** Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. **Hazardous Waste:** Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. **Signs:** Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. **Fencing:** Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground

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and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. **Parkways and Landscaping:** Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. **Irrigation Equipment:** Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. **Underground and Above-Ground Tanks:** Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. **Underground Facilities:** Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. **Utilities:** Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. **Taxes, Assessments and Liens:** Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. **Expense:** Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. **Assignments:** This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. **Compliance with Law:** Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public

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authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee’s activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing. Termination, does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee’s continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

   (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.

   (b) The abandonment or vacating of the Property by Licensee.

   (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

   (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee’s activities pursuant to this Agreement.

   (e) Any attempt to exclude Licensor from the licensed premises.

   (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee’s assets located on the Property or of Licensee’s privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee’s assets located on the Property or of Licensee’s privileges hereunder, where such seizure is not discharged within five (5) days.

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(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to, environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, and whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the effective termination date or expiration date, peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. In addition to the remedies specified in Article 30, Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s) and the restoration of the Property to the condition it was in prior to Licensee's use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action) prior to removing and/or disposing of Licensee's personal

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property, building(s), fixture(s) or structure(s) from the Property, nor shall Licensor be responsible for
the value of said property.

32. Limitation of Liability for Licensor Upon Termination or Expiration:

IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR
DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF
PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF
GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THE
EXPIRATION OR TERMINATION OF THIS AGREEMENT.

LICENSEE FURTHER ACKNOWLEDGES THAT, IF LICENSEE IS ENTITLED TO ANY RELIEF
FOR LICENSOR'S NEGLIGENCE, WRONGFUL DISPOSAL, CONVERSION, DAMAGE, OR
DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR
FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, IN NO
EVENT SHALL LICENSOR'S LIABILITY EXCEED THE TOTAL SUM OF LICENSE FEES
ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee
will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of
this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any
such interest. Any violation of this provision will immediately void and terminate this Agreement.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally
or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed
by Licensor. No waiver by Licensor of any provision hereof shall be deemed a waiver of any other
provision hereof or of any subsequent breach by Licensee of the same or any other provision.
Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining
of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of
payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's
termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public
Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein
by this reference. As set forth in General Order 69-C, this License is made conditional upon the right
of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to
resume the use of the property in question (including, but not limited to the removal of any
obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall
appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and
local laws and regulations. This Agreement should not be construed as a subordination of Licensor's
rights, title and interest in and to its fee ownership, nor should this - Agreement be construed as a
waiver of any of the provisions contained in said License or a waiver of any costs of relocation of
affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency
electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and
electric power transmission and distribution facilities. There have been numerous scientific studies
about the potential health effects of EMF. Interest in a potential link between long-term exposures to
EMF and certain diseases is based on the combination of this scientific research and public concerns.

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While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

37. **Induced Voltages**: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor’s own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. **Notices**: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

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Initial ( )/( )
Licensor/Licensee
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To Licensor:  Southern California Edison Company 
Real Properties Department 
Land Management – Metro Region 
2131 Walnut Grove Avenue 
Rosemead, CA 91770

To Licensee:  City of El Segundo 
350 Main Street 
El Segundo, CA 90245

Business Telephone No.  (310) 524-2716

Licensee will immediately notify Licensor of any address change. Notice will be deemed effective on the third calendar day after mailing.

39. **Recording**: Licensee will not record this Agreement.

40. **Complete Agreement**: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. **Signature Authority**: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

*(this space left intentionally blank)*

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Licensor/Licensee

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By ____________________________  

_____________________________ LICENSOR

Date

SHARAT MISRA  
Land Services Agent  
Land Management – Metro Region  
Real Properties Department

CITY OF EL SEGUNDO

By ____________________________  

_____________________________ LICENSEE

Date

Print Name: ____________________________

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APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval *prior to the start of any construction on “Licensor” property.*

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
   a. 100 feet in length
   b. 50 feet in width
   c. 15 feet in height

2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50 foot radius around suspension tower legs, H-Frames and poles
   c. 100 foot radius around dead-end tower legs, H-Frames and poles
   d. 25 foot radius around anchors/guy wires, poles and wood poles

3. Shade structures must utilize the following design:
   a. Temporary/slip joint construction only
   b. Non-flammable frame only
   c. Adequately grounded by a licensed electrical engineer
   d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES
(Definition: A simple, non-flammable, enclosed structure designed to control temperature without the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
   a. 100 feet in length
   b. 50 feet in width
   c. 15 feet in height

2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor’s access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50 foot radius around suspension tower legs, H-Frames and poles
   c. 100 foot radius around dead-end tower legs, H-Frames and poles
   d. 25 foot radius around anchors/guy wires, poles and wood poles

3. Shadehouses/hothouses must utilize the following design:
   a. Temporary/slip joint construction only
   b. Non-flammable frame only
   c. Adequately grounded by a licensed electrical engineer
   d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES
(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)
Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS
1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor’s access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50 foot radius around suspension tower legs, H-Frames and poles

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c. 100 foot radius around dead-end tower legs, H-Frames and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way

5. Suitable identification markers will be required on main controllers and valves

6. Locations of main shut off valve will be provided and shown on a plot plan

7. Underground facilities must have a minimum cover of three feet

8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors

2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet

3. Placement of large rocks (boulders) must be approved in writing by Licensor

4. Any mounds or change of grade must be approved in writing by Licensor

5. No cactus or thorny shrubs will be permitted

6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS (Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved at any time

b. Maximum length: 40 feet

c. Maximum height: 15 feet

d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor’s access:

a. Within 2 feet from edge of 16-foot wide access roads

b. 50 foot radius around suspension tower legs, H-Frames and poles

c. 100 foot radius around dead-end tower legs, H-Frames and poles

d. 25 foot radius around anchors/guy wires, poles and wood poles

e. Under or within 10 feet of the conductor “drip lines”

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified in accordance with the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50 foot radius around suspension tower legs, H-Frames and poles
   c. 100 foot radius around dead-end tower legs, H-Frames and poles
   d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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ADDENDUM

PARK USE

A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.

D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."

E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."

F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."

G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.

H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.

I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.

J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

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TREES/LANDSCAPING

A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

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- 1 -
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: June 7, 2016
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of a Resolution appointing City Council Member, Mike Dugan, and Director of Finance, Joseph Lillio, or designee, to serve as board member and alternate board member on the Independent Cities Risk Management Association (ICRMA) governing board. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:
1) Adopt attached resolution appointing City Council Member, Mike Dugan, and Director of Finance, Joseph Lillio, or designee, to serve as board member and alternate board member; and
2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1) Resolution to appoint specific representatives to ICRMA.

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

ORIGINATED BY: Joseph Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
ICRMA is a not-for-profit Joint Powers Authority directed by a Governing Board consisting of one representative from each Member City. There are currently eighteen active member municipalities. The Governing Board directs the activities of the pools, programs and outside administrators to the advantage of its membership. The Governing Board meets as required to take action and/or approve recommendations from the Administrative and Claims Committees. Members are encouraged to participate on the Governing Board, Executive Committee, Claims Committee, and other committees. All meetings are open to members and the public, as are public sessions of the Administrative and Claims Committee meetings.

On a day-to-day basis, ICRMA is managed by a professional administrative staff to provide immediate assistance with risk management, risk transfer, claims, litigation, return-to-work issues, and education.

In addition, ICRMA contracts with several key providers for its various risk programs and consulting services. These providers are reviewed by the Governing Board.
The City of El Segundo ("City") is a member city of ICRMA. The City participates in the following insurance/risk pool programs: general liability, property program, worker’s compensation program, and cyber program.

The bylaws of ICRMA require that the Governing Board shall be comprised of one representative from each member. In addition to the delegate representative, who may be a legislative member, an alternate and substitute alternate may be appointed, either of whom may vote in absence of the delegate representative. If the member chooses to designate an alternate or substitute alternate, other than a legislative member, the person(s) designated shall hold one of the following positions, or their equivalent: City Administrator/Manager, Assistant or Deputy City Administrator/Manager, Assistant to City Manager, City Attorney, Assistant City Attorney, Financial Officer (Director of Finance or Finance Manager), Risk Manager, Human Resources Director/Manager, or Administrative Services Director. Also, the resolution should appoint by name, rather than by title, per ICRMA general counsel.
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPOINTING A DELEGATE AND ALTERNATE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA).

WHEREAS, the City of El Segundo ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member; and

WHEREAS, the city council of each member may select and change any of its representatives by filing a resolution with ICRMA; and

WHEREAS, the city council may appoint legislative member(s) or staff member(s) to serve on the Governing Board; and

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Segundo does hereby find, determine and declare as follows:

SECTION 1. That City Council Member, Mike Dugan, is hereby appointed to serve as a delegate on the ICRMA Governing Board.

SECTION 2. That Director of Finance, Joseph Lillio, is hereby appointed as the alternate, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That the individuals designated by this City Council as the City's delegate and alternate to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and
exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

RESOLVED, that a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

PASSED, APPROVED, AND ADOPTED this 7th day of June, 2016.

______________________________
Mayor Suzanne Fuentes, City of El Segundo

ATTEST:

______________________________
Tracy Weaver, City Clerk, City of El Segundo
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to award a standard Public Works Contract to Ocean Blue Environmental Services, Inc. for City-wide Catch Basin Screen Installation, Project No. PW16-12. (Fiscal Impact: $43,150.00)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Ocean Blue Environmental Services, Inc. in the amount of $34,520.00 for City-wide Catch Basin Screen Installation Project (Project No. PW16-12).
2. Authorize additional contingency of $8,630.00 for unforeseen conditions;
3. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $68,000
Additional Appropriation: N/A
Account Number(s): 001-400-4302-6215 (Storm Drain Repair and Maintenance Fund)

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

BACKGROUND AND DISCUSSION:

On April 19, 2016, staff provided City Council with an overview of the storm water requirements contained in the National Pollutant Discharge Elimination System (NPDES) permit administered by the California Regional Water Quality Control Board (RWQCB). One such requirement was to control the amount of trash reaching Santa Monica Bay, which must be reduced 20% annually until it reaches 0% by 2020. At that meeting, staff recommended and City Council adopted a resolution for plans and specifications for the installation of catch basin excluder screens that would move us toward this goal; the screens significantly reduce/prevent trash from entering the storm drain system. Please recall that installation locations will initially begin at our highest priority areas based on the documented volume of trash removed from catch basins each year. This effort will continue annually until we have retrofitted all of our catch basins requiring the inserts. Note that El Segundo has 370 city-owned and 206 county-owned catch basins that the City alone is responsible for keeping trash out of, although not all of them will need the excluder screens.
Following adoption of plans and specifications for Project No. PW 16-12, City-wide Catch Basin Screen Installation Project, staff advertised the project for receipt of construction bids for the first 50 City-owned catch basins. On May 17, 2016, the City Clerk received and opened three (3) bids as follows:

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<td>1.</td>
<td>Ocean Blue Environmental Services, Inc.</td>
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<td>2.</td>
<td>United Storm Water, Inc.</td>
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<td>3.</td>
<td>G2 Construction, Inc.</td>
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The lowest responsible bidder is Ocean Blue Environmental Services, Inc., who is well below the engineering cost estimate of $68,000.00. Staff verified the contractor’s references, state license(s) and DIR registration status. Its State contractor license and DIR registration are in good standing and Ocean Blue Environmental Services, Inc. has satisfactorily completed jobs of similar size and scope for many other public agencies.

Staff therefore recommends that City Council authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Ocean Blue Environmental Services, Inc. in the amount of $34,520.00 and approve an additional $8,630.00 for construction-related contingencies. Any unspent funds will be returned to Storm Drain Repair and Maintenance Fund.

Staff estimates the following timeline for the project:

- **June, 2016**: Project Award by City Council
- **July, 2016**: Start Construction
- **September, 2016**: Complete Construction
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding amending a Professional Services Agreement with Michael Baker International, to prepare an Environmental Impact Report and specific plan peer review pursuant to the California Environmental Quality Act (CEQA) for the TopGolf Project. (Fiscal Impact: None: up to $341,617 Developer Reimbursed Trust Fund)

RECOMMENDED COUNCIL ACTION:
1. Approve and authorize payment of up to an additional amount of $341,617 for the preparation of an Environmental Impact Report (EIR) and peer review of a proposed specific plan;
2. Authorize the City Manager to execute an amendment to a Professional Services Agreement with Michael Baker International, in a form approved by the City Attorney, in an additional amount not to exceed $341,617, which will be added to the existing Professional Service Agreement amount of $31,290; and/or
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Michael Baker International Cost Proposal

FISCAL IMPACT: None: $341,617 from Developer Reimbursement Trust Fund
Amount Budgeted: N/A
Additional Appropriation: $341,617
Account Number(s): Developer Reimbursed Trust Fund established for this project. Account No. 503-215-0000-1298

ORIGINATED BY: Paul Samaras, Acting Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City Council previously directed staff to obtain Council approval on any planning consulting services contracts over $200,000 for the preparation of the necessary environmental review pursuant to the California Environmental Quality Act (CEQA). Planning Division staff seeks approval to amend an existing agreement to allow for the peer review of a specific plan and related CEQA review for the TopGolf Project.
On December 30, 2015, the City entered into a Professional Services Agreement ("PSA") No. 4924-3 with Michael Baker International in the amount of $31,290 to perform a Parking Demand Analysis and Trip Generation Observation for the TopGolf Project. Michael Baker International has already performed some of this work and will complete the work in the next few weeks.

The City also has a Reimbursement Agreement ("RA") in place with ES Centercal, LLC, a Delaware limited liability company ("Centercal") in the amount not to exceed $360,000. The $360,000 amount was based on preliminary discussions with Michael Baker International to perform certain environmental work plus administrative cost. The final scope of the environmental work was not finalized until recently.

The scope of the work for the project requires a specific plan and an EIR. A specific plan is a comprehensive planning and zoning document that implement the City’s General Plan in a focused development area, while an EIR strives to inform the City Council and the public of the proposed project’s environmental effects. Michael Baker International submitted a cost proposal and scope of work which included the preparation of the EIR and a peer review of the specific plan that will be prepared by Centercal. The Michael Baker International proposal is in the amount of $336,417. The PSA amendment includes the $336,417 Michael Baker International proposal plus additional work request in the amount of $5,200 for the parking demand study for a total of $341,617, which will be in addition to any of the work already performed under the current PSA in the amount of $31,290. Centercal has reviewed the proposal submitted by Michael Baker International and has agreed to the cost, scope of work, and related reimbursement amounts.

Because the amount of the proposed work exceeds the City Manager’s signature authority for professional services agreements, City staff requests that the City Council approve an amendment to the existing PSA for the additional work in the amount of $341,617.

Lastly, the current RA between Centercal and the City was capped at $360,000. The estimated RA amount resulting from the EIR and specific plan peer review will be $452,907 (a $92,907 increase) and includes the following:

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<th>Description</th>
<th>Cost</th>
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<td>Existing PSA for Parking Demand Study Trip Generation</td>
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<td>Additional work request Existing Parking Demand Study</td>
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<td>EIR/Specific Plan Peer Review proposal by Michael Baker Int.</td>
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<td>City Admin Cost</td>
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<td>Total estimate for amended Reimbursement Agreement</td>
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If the City Council approves the additional work as proposed, the RA will be administratively amended to reflect the same.
Recommendation

The Planning and Building Safety Department requests that the Council 1) approve and authorize payment of an additional amount of $341,617 from a developer-funded trust account for planning consulting services; and 2) authorize the City Manager to enter and execute an amendment to Professional Services Agreement No. 4924-3 with Michael Baker International in the additional amount of $341,617.
Cost Proposal
### TOP GOLF SPECIFIC PLAN PROJECT EIR

#### 1.0 SPECIFIC PLAN PEER REVIEW

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GL = Glenn Lapie
RG = Rita Garcia
PB = Perry Banner
MG = Michael Gonzales
EA = Environ. Analyst
RK = Rebecca Kinney
BM = Bob Matson
GA = Graphic Artist
SUBCONSULTANTS
- BCR Consulting
- Roux Associates Inc.
- RK Engineering Group, Inc.
Consulting Proposal
May 12, 2016

Mr. Paul Samaras
Interim Planning Manager
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

Subject: REVISED PROPOSAL TO PREPARE THE TOPGOLF PROJECT
ENVIRONMENTAL IMPACT REPORT

Dear Mr. Samaras:

Michael Baker International is pleased to submit this revised proposal to prepare the TopGolf Specific Plan Project Environmental Impact Report (EIR). This revised proposal reflects the scope of work refinements/changes discussed at the April 14, 2016 and May 11, 2016 EIR Scoping Meetings. The proposed Project involves a portion of the property currently occupied by The Lakes at El Segundo publically owned golf course and driving range. Specifically, the Project proposes to demolish the driving range and pro shop, and construct a three-story, 65,000 square foot TopGolf facility and outdoor practice area on approximately 12 acres in the site's southern portion. This proposal includes our understanding of the Project and key environmental issues, along with our proposed scope of work, schedule, and fees.

Based upon our review of available Project information, discussion at the April 14, 2016 and May 11, 2016 meetings, and background with similar projects, we have developed a greater understanding of the analysis involved with the Project. We believe that our team members' background and experience are key attributes that we can provide. In summary, Michael Baker offers the following benefits for your consideration:

- **Project Team Commitment and Availability:** The Project Team will be led by Mr. Glenn Lajoie, AICP, serving as Principal in Charge, and Ms. Rita Garcia, serving as Project Manager. Additionally, Mr. Perry Banner will serve as technical lead for Specific Plan peer review. The Michael Baker Team offers an extensive background concerning specific plan preparation and environmental review.

- **Legally Defensible Documentation:** Throughout Michael Baker's extensive history of preparing planning and environmental documentation, we have gained extensive experience in writing accurate, legally defensible documents for all types of policy, development, and infrastructure projects.

- **Local Experience:** Michael Baker has become intimately familiar with environmental factors and issues of concern in El Segundo. Along with the recently completed El Segundo South Campus Specific Plan EIR, Michael Baker's El Segundo project references include multiple IS/MNDs (Douglas Street/Utah Avenue Project, Queen Esther Square Shopping Center, Chevron Central Reliability Center and Central Tool Room/IE Shops, Nash Street Data Center, Equinix Data Center, T5 Data Center, Hampton Inn, and Aloft Hotel).
- **Multi-Disciplinary Capabilities:** Michael Baker possesses a unique in-house network of professionals in disciplines including Planning/Environmental Sciences, Transportation Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater and Hydrology), Mechanical/Electrical/Energy Engineering, Computer Aided Design and Drafting (CADD) and GIS Services, Mapping, Surveying, Aerial Photogrammetry and Media Services, which results in a coordinated and efficient effort, with full-service consulting capabilities within one firm.

- **Diverse Planning and Environmental Services:** Michael Baker’s Planning Department offers an extensive background of services and expertise for projects including General Plans, Specific Plans, CEQA Review (EIRs, and Negative and Mitigated Negative Declarations), NEPA Review, Due Diligence Reports, Urban Design, Entitlement Processing, Contract Planning, Noise Studies, View Analyses, Hazardous Assessments, and Air Quality and Greenhouse Gas Emissions Modeling.

- **Excellent Track Record of Meeting Schedules and Budgets:** Michael Baker has proven capabilities to effectively complete planning and environmental studies on time and on budget.

We appreciate your consideration of Michael Baker International for the TopGolf Specific Plan Project EIR and are available to begin the work program immediately. The undersigned is an agent authorized to submit proposals on behalf of Michael Baker and is authorized to negotiate with the City of El Segundo on this Project. In addition, the Michael Baker Team has no conflicts of interest in providing services for this Project and there are no commitments that would impact our ability to perform the contracted services. This proposal shall be valid for a period of 90 days.

We welcome the opportunity to meet with you to discuss the work program in greater detail. Please direct questions or concerns to myself at 949.855.3663 or GAL@mbakerintl.com, or Rita Garcia at 949.472.3454 or Rgarcia@mbakerintl.com.

Sincerely,

Glenn Lajoie, AICP  
Vice President  
Planning and Environmental Sciences

Rita Garcia  
Technical Manager  
Environmental Sciences
PROPOSAL
FOR CONSULTING SERVICES

TopGolf Specific Plan Project
Environmental Impact Report

Prepared for:
City of El Segundo

Submitted by:
Michael Baker International

May 12, 2016
This document is designed for double-sided printing to conserve natural resources.
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I. INTRODUCTION AND UNDERSTANDING OF THE PROJECT

1.1 INTRODUCTION

Michael Baker International (Michael Baker) has submitted this Proposal to prepare an Environmental Impact Report (EIR) for the proposed TopGolf Specific Plan Project in the City of El Segundo. The environmental documentation will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), the City of El Segundo Environmental Guidelines, and the regulations requirements and procedures of any other responsible Public Agency with jurisdiction by law.

Michael Baker will relate the proposed Project to the general trends in El Segundo and the surrounding area throughout the documents, and where appropriate.

Each of the issues is approached thoroughly in order to fully address all planning issues and assess all potential impacts, establish thresholds of significance, and identify mitigation measures. For this work program, Michael Baker will provide services from our Corporate Headquarters in Irvine. Our familiarity with land use and environmental issues, coupled with prior environmental review experience in El Segundo and urban areas throughout Southern California, are key assets that we offer in order to complete the Project’s planning process and environmental clearance.

1.2 UNDERSTANDING OF THE PROJECT

The proposed Project involves a portion of the property currently occupied by The Lakes at El Segundo publically owned golf course and driving range located at 400 South Sepulveda Boulevard. The 40-acre property currently includes a 9-hole executive golf course, 40-bay driving range, and pro shop with full-service restaurant. The Project proposes to demolish the driving range and pro shop, and construct a three-story, 65,000 square foot TopGolf facility and outdoor practice area on approximately 12 acres in the site’s southern portion. The facility would include 102 hitting bays, full service restaurant, bar, lounges and corporate/event meeting space, and family entertainment area with games. Minor modifications to the existing golf course and expansion of the parking lot to accommodate the expanded use are also proposed. The City will continue to operate the golf course and pro shop. The driving range, restaurant, bar, lounges, event space, and entertainment areas will be operated by TopGolf.

The property is currently designated Open Space (OS) Parks and zoned Open Space (OS) Zone. While "commercial recreational facilities" are permitted, not all of the proposed TopGolf uses are permitted in the OS Zone. Additionally, the proposed three-story building does not meet the OS Zone’s height and building setback standards. The City of El Segundo requires preparation of a Specific Plan for the entire 40-acre property. The Specific Plan will be prepared by the Project Applicant. A General Plan Amendment, General Plan Map Amendment, Zone Change, Zone Text Amendment, Zoning Map Amendment, Lot Line Adjustment, and Administrative/Conditional Use Permits for alcohol service at the TopGolf facility and pro shop are also required.

Based on our review of the Project, discussions with City staff and Project Applicant, and our experience with similar Projects, we anticipate that the Project’s key planning and environmental
considerations will include land use, air quality, greenhouse gas emissions, and transportation and circulation. The following paragraphs briefly describe these key considerations and identify our approach to analyzing each topic.

- **Land Use**: As the proposed Project would entail land uses that are not currently allowed in the OS zone, the Project would require a Specific Plan for the entire 40-acre golf course property. The Specific Plan will be prepared by the Project Applicant. Refer to Section 1.4, Approach to Specific Plan Peer Review, for a discussion of Michael Baker’s proposed approach for conducting the peer review of the Applicant-prepared Specific Plan. Additionally, the Project would necessitate a General Plan Amendment and Zone Change. The Project and Specific Plan will be analyzed for consistency with adopted City documents.

- **Air Quality**: The proposed Project would generate air pollutants during both construction and operation. Michael Baker will prepare the Project’s Air Quality analysis to explain the existing conditions and regulatory framework pertaining to the site and determine if the Project would result in significant short-term construction emissions, long-term operational emissions, or localized emissions.

- **Greenhouse Gas Emissions**: Greenhouse gas (GHG) emissions and related climate change impacts are topics of concern for nearly all CEQA documents, as emphasized through the passage of multiple bills through the state legislature (e.g., AB 32 and SB 375). As with air pollutants, the Project would generate GHG emissions from construction and operation activities. Michael Baker will prepare GHG emissions and energy analyses, and will identify applicable mitigation measures to reduce significant Project impacts, if any.

- **Transportation and Circulation**: The proposed Project would increase vehicular traffic generation and impact circulation. Michael Baker is currently conducting a parking demand study and trip generation observation for the TopGolf Specific Plan Project. As explained in the proposal, the TopGolf facility would increase hitting bay capacity and therefore would require parking lot expansion. The parking demand study and trip generation observation data will be used to prepare the EIR Traffic Impact Analysis. The proposed Project would increase traffic generation, potentially impacting levels of service for intersections within the study area. The Project site fronts onto a State facility requiring early consultation with Caltrans, and thoughtful consideration of assumptions and analysis.

1.3 **APPROACH TO PROJECT MANAGEMENT**

Mr. Glenn Lajoie, AICP, who will serve as Project Director, and Ms. Rita Garcia, who will serve as Project Manager, will be responsible for management and supervision of the Project Team, as well as consultation with the City staff. The following summarizes our proposed approach to key Project Management tasks:

**Identify the Project.** It is essential to the adequacy of the environmental analysis to have a clear understanding of what the Project involves, in order to address such issues as approach to environmental analysis, task refinement, staffing, labor, and schedule.

**Confirm the City’s Desired Outcome.** Michael Baker Project Management will consult with the City, in order to come to an understanding of the key Project issues and goals, and CEQA thresholds. Michael Baker will communicate to the City the specific criteria for Project completion.
Delineate each of the Project's Component Tasks. The Project Manager will delineate in detail the tasks involved in the Project, which will include baseline research, agency consultation, peer reviews, preparation of Technical Studies, analysis of environmental issues, etc.

Establish Schedule for Project Components/Milestones. The Project Manager will establish a timeline for each major Project component/milestone. The Project components (i.e., Parking Study and Technical Studies) will involve specific stages, each with their own time frame.

Identify Critical Path Items. The Project Manager will identify and closely monitor any critical path items, in order to ensure timely completion of the tasks. This includes identifying any issues such as holidays, vacations, agency criteria, with potential to disrupt schedule. Key to the Project's success will be to identify and address any such items, as early as possible.

Identify the Project Team. Once the Project component tasks have been identified, the Project Manager will designate the responsible Team Member for completion of that task. These responsibilities will be clearly outlined so that the Team Member fully understands task, approach, budget, and schedule. Each Team Member will be provided a Project Description, Schedule, and EIR/Technical Writing Styles Sheet to ensure consistency and accuracy throughout the document, and a timely completion.

Keeping the Project on Track. On an ongoing basis, the Project Manager will communicate with Project Team Members, subconsultants, and the City, in order to ensure the Project stays on Schedule and on Budget. Staffing needs and schedules will be assessed on a weekly basis. The Project Manager will implement scheduling systems designed to meet Project deadlines. Michael Baker's scheduling systems allocate resources to meet all client due dates, regardless of their timing or competing deadlines within a given period. The responsibility for planning and controlling a contract schedule belongs to the Project Manager, who will use weekly workload management meetings, long-range staffing projections, multi-media scheduling (word processing, graphics, editing, production scheduling), and timeline scheduling for tasks and milestones, among other systems.

Also on an ongoing basis, the Project Manager will review the status of each Project task relative to the task's completion date and Budget. If needed, resources will be reallocated to ensure timely completion. Should factors outside of Michael Baker control influence timing, Michael Baker will, to the extent possible, reallocate staff to stay on track. If unavoidable, based on factors outside of Michael Baker control, Michael Baker will revise/update the Project Schedule in consultation with City staff.

Keeping the Project Team Informed. The Project Team will be kept up to date regarding key Project matters. This will be accomplished through internal Project Kick-Off Meeting, ongoing electronic communications, and periodic meetings.

Provide Guidance/Quality Control. On an ongoing basis, the Project Manager will provide direction to all Team Members. The task completion status will be verified, along with what remains to be accomplished. Prior to each submittal milestone, the technical studies and environmental analyses will be reviewed by the Project Manager for legal defensibility, consistency, and technical accuracy.
1.4 APPROACH TO SPECIFIC PLAN PEER REVIEW

The Project Applicant will prepare a Specific Plan for the entire 40-acre site, addressing both The Lakes Golf Course and the TopGolf facility. The Specific Plan is needed, in order to expand the driving range facilities and corresponding uses beyond those currently allowed in the OS Zone. Other required entitlements include General Plan Amendment (text and map), Zoning Amendment (text and map), lot line adjustment, and use permits for alcohol service.

Per the City's direction, the Specific Plan will follow the approach and content of the recently-prepared Raytheon South Campus Specific Plan. At a minimum, it is anticipated the Specific Plan will include a land use plan and development standards, and identify allowable land uses for all subsequent development within the Project area. Additionally, it is anticipated the Specific Plan will identify the infrastructure and services necessary to mitigate any impacts identified in the CEQA analysis.

Michael Baker will conduct a peer review of the Applicant-prepared Specific Plan to ensure it has been prepared, in accordance with California Planning and Zoning law, and meets the City's expectations and objectives. The Specific Plan will serve as the primary document for developing the EIR Project Description and identifying the key Project Design Features. As the Specific Plan is on the critical path for the review and analysis of the overall TopGolf Specific Plan Project, coordination between the City, Applicant, and Michael Baker will be paramount.

1.5 APPROACH TO ENVIRONMENTAL ANALYSIS

Michael Baker will work closely with the City of El Segundo to ensure that the environmental review process accurately addresses the Project impacts and ultimately complies with the State and City's environmental and development review processes. Michael Baker will be available to work in tandem with the City at appropriate Project milestones and participate in concurrent planning and environmental processes. As directed by the City, Michael Baker will also work with the City, in order to identify issues concerning use of City property, parking, etc. As the City's environmental consultant, Michael Baker will assist in anticipating issues, devising solutions, and providing expert counsel on how to achieve environmental compliance and ultimate approval of the various entitlements required for the Project.

Michael Baker's approach is to prepare environmental documents that are legally comprehensive, objective, technically accurate, and complete. We have the professional experience and are looking forward to making the commitment to facilitate the Project's planning documentation and environmental compliance.
II. SCOPE OF WORK

The following Scope of Work (SOW) has been prepared based upon direction from City staff and the scope of work refinements/changes discussed at the April 14, 2016 and May 11, 2016 EIR Scoping Meetings. The cost estimate, which is itemized according to task and issue, is included in Section IV.

1.0 Specific Plan Peer Review

1.1 DRAFT SPECIFIC PLAN

Michael Baker will conduct a peer review of the Applicant-prepared TopGolf Specific Plan Project. It is anticipated that at a minimum, the Specific Plan will establish a land use plan, allowable land uses and development standards, a circulation plan, and address connectivity and compatibility with surrounding land uses. It is also anticipated the Specific Plan will identify infrastructure and other relevant services, and address anticipated environmental impacts. Peer review of the Draft Specific Plan will include the following general tasks:

1. Coordination with the City and Applicant.
2. Review of the Draft Specific Plan to ensure it is consistent with the General Plan and meets minimum State requirements.
3. Preparation of one set of comments detailing document references (page & paragraph), omissions/deficiencies/errors/clarifications needed, and potential implications on the EIR analyses.

Michael Baker will complete its peer review within two weeks of a formal notice to proceed. After the initial review is completed, Michael Baker will verbally discuss their findings with the City and prepare a memorandum, which will be submitted to the City.

Deliverables
- Draft Specific Plan Peer Review Memorandum

1.2 REVISED SPECIFIC PLAN

Michael Baker will review/comment on the Revised Specific Plan to ensure City and Michael Baker's initial comments and Draft Specific Plan have been addressed. This task assumes up to 16 hours of follow-up review.

Deliverables
- Revised Specific Plan Technical Memorandum

1.3 MEETING AND HEARING ATTENDANCE

Michael Baker will attend: one meeting with the City to discuss findings of the Draft Specific Plan peer review; and two Public Hearings; see Task 2.7.2 below.
2.0 CEQA Compliance

2.1 PROJECT SCOPING

2.1.1 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS

The Project EIR work program will be initiated with a Kick-Off Meeting with City staff to discuss the CEQA Project in greater detail. This initial meeting is vital to the success of the Project and its CEQA process, and will be a key milestone, in order to confirm the City's expectations and Project goals, and develop/refine the Project Description. This meeting will also establish the analysis' parameters, details of the proposed construction buildout conditions, scheduling, and overall communications. Prior to the Kick-Off Meeting, Michael Baker will distribute a Kick-Off Meeting Agenda and detailed memorandum identifying data needs.

Deliverables
- Memorandum of Data Needs
- Meeting Agenda
- Meeting Action Items

Two Michael Baker staff will attend the Project Kick-Off Meeting; see Task 2.7.2 below.

2.1.2 RESEARCH AND INVESTIGATION

Michael Baker will obtain and review available referenced data for the Project, including policy documentation from City staff, County of Los Angeles, State and Federal agencies, the South Bay Cities Council of Governments, and all other agencies that may be affected by the Project. This task includes review of the Project Application, in order to advise the City of any additional information that should be provided by the Applicant. The data collected in this task will become part of the EIR's foundation and will be reviewed and incorporated into the analysis, as deemed appropriate.

2.1.3 AGENCY CONSULTATION

As indicated in CEQA Guidelines Section 15083, public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation and Public Scoping Meeting will provide that opportunity, Michael Baker will conduct additional discussions with Federal, State, and local agencies, which will assist in the early stages of the analysis and issue delineation. Michael Baker will work with the City to identify relevant agencies and stakeholders. This scoping can be an effective way to bring together and resolve concerns of affected federal, State, and local agencies, as well as those of the local community. Given the Project's location, it is anticipated that early and ongoing consultation with Caltrans will be required.

2.1.4 INITIAL STUDY

The Initial Study (IS) will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The IS will be
structured in the same format as CEQA Guidelines Appendix G and will describe the Project's location, environmental setting, and characteristics. The main body of the document will consist of a City-approved environmental checklist and an accompanying environmental analysis. This section will denote the appropriate CEQA action based upon the Environmental Checklist/Environmental Analysis. This Scope assumes the appropriate CEQA action is an EIR.

The Project will be analyzed for its potential to create significant environmental impacts in the areas specified on the City's approved environmental checklist. The IS will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings.

Michael Baker will respond to one complete set of City comments on the Administrative Initial Study. If desired by the City, Michael Baker will provide the Proofcheck IS with all changes highlighted to assist the final check of the document. Michael Baker will prepare and distribute (via certified mail) the IS, along with the NOP; see Task 2.2 below.

2.1.5 PUBLIC SCOPING MEETING

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

The Agency Consultation, IS, and Public Scoping Meeting will be used to identify potential conflicts that could arise in more serious forms later in the review process and refine scope of environmental analysis, if warranted.

Deliverables
- 1 electronic copy of Proofcheck IS;
- 1 electronic copy of Public Review IS;
- 20 hard copies of IS (15 to State Clearinghouse + 5 to City); and
- 40 CDs of IS (15 to State Clearinghouse + 5 to City + 20 Distribution List).

2.2 PUBLIC NOTICES & CONSULTATION

2.2.1 CEQA Notices

Michael Baker will prepare for City review and distribute all CEQA Notices, as outlined below. The Public Notices will be distributed via certified mail to the State Clearinghouse and all responsible, trustee, and interested agencies, community groups, and individuals, and filed with the County Clerk. The NOP distribution will be based upon a City-provided distribution list. This scope assumes that the City will be responsible for any radius mailing or newspaper notices required for the Project.
Proposal for the
TopGolf Specific Plan
Project Environmental Impact Report

- **Notice of Preparation (NOP)** - Michael Baker will prepare the NOP for the Project to initiate the 30-day NOP public review period. Comments received in response to the NOP will be evaluated during EIR preparation.

- **Notice of Completion (NOC)** - for submittal to the State Clearinghouse at the onset of both the 30-day NOP public review period and the 45-day Draft EIR public review period. The NOC will follow the State Clearinghouse recommended format.

- **Notice of Availability (NOA)** - to be distributed with the Draft EIR at the onset of the 45-day public review period. The NOA will include required Project information including a brief Project Description, the start/end dates of the public review period, locations where the EIR is available for review, and City Staff contact information.

- **Notice of Determination (NOD)** - to be filed with the County Clerk and sent to the State Clearinghouse within five (5) days after deciding to carry out or approve the Project. This scope excludes payment of any CDFW filing fees, if applicable.

**Deliverables**
- 1 electronic copy of each: Draft and Final Notice (NOP, NOC, NOA, NOD);
- 40 hard copies of Final NOP (15 to State Clearinghouse + 5 to City + 20 Distribution List);
and
- 65 hard copies of Final NOA (15 to State Clearinghouse + 30 to City + 20 Distribution List).

### 2.2.2 Assembly Bill 52 and Senate Bill 18 Consultation

Michael Baker has teamed with BCR Consulting to assist with Senate Bill 18 (SB18) and Assembly Bill 52 (AB52) Native American Consultation for the Project. This scope assumes that the City will provide the necessary coordination for completion of the tasks described below.

BCR Consulting will perform SB 18 and AB 52 Native American Consultation assistance, as directed by the City. During this task, BCR Consulting will acquire the AB 52 contact list from the City. BCR Consulting will also contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search a separate SB 18 list of Native American tribes and individuals to contact. BCR Consulting will contact all entities listed to discern whether any tribe or individual has knowledge of cultural resources within the Project boundaries. During this task, BCR Consulting will send one email to the NAHC and one mailing to each listed tribe and/or individual (via regular certified mail or e-mail). The mailing to the listed tribe and/or individual will specify whether they are being contacted pursuant to SB 18 and/or AB 52 based on the respective lists provided by the City and the NAHC. Results of these communications and the SLF Search will be summarized in a spreadsheet matrix and submitted with copies of all communications.

Completion of the AB 52 consultation scope is estimated to require five weeks (including 30 days allowed for listed entities to respond). Completion of the SB 18 consultation scope is estimated to require four months (including 90 days allowed for listed entities to respond).

**Deliverables**
- Consultation Summary Spreadsheet M
- Copies of all Consultation Communications
2.3 ADMINISTRATIVE DRAFT EIR

The TopGolf Specific Plan Project EIR will be structured as outlined below.

- **Section ES, Executive Summary**, contains a brief summary of the proposed actions and their consequences. This summary section also identifies each significant effect with proposed mitigation measures that would reduce or avoid that effect, and the Project alternatives. The areas of controversy and issues to be resolved are also included in this section.

- **Section 1.0, Introduction and Purpose**, provides CEQA compliance information.

- **Section 2.0, Project Description**, provides a detailed Project description indicating Project location and setting, background and history; Project characteristics, objectives, phasing, and associated discretionary actions required.

- **Section 3.0, Basis for the Cumulative Analysis**, outlines the cumulative projects and describes the approach and methodology for the cumulative analysis.

- **Section 4.0, Environmental Analysis**, contains a detailed environmental analysis of the existing conditions, potential Project impacts, recommended mitigation measures, and significant unavoidable impacts for the following environmental topic areas:
  
  - Air Quality;
  - Greenhouse Gas Emissions;
  - Hazards and Hazardous Materials;
  - Hydrology and Water Quality;
  - Land Use and Planning;
  - Noise;
  - Public Services and Recreation;
  - Transportation and Traffic; and
  - Utilities and Service Systems.

Each potentially significant environmental issue area will be addressed in a separate EIR section that will be organized, as follows:

1. "Regulatory Setting" lists and discusses the laws, ordinances, regulations, and standards that apply to the Project.

2. "Environmental Setting" describes the physical conditions that exist at the present time and that may influence or affect the issue under investigation.

3. "Impact Thresholds and Significance Criteria" provides the thresholds that are the basis of conclusions of significance, which are primarily the criteria in Appendix G of the CEQA Guidelines (California Code of Regulations, Sections 15000 - 15387). Primary sources to be used in identifying the criteria include the City of El Segundo Guidelines; CEQA Guidelines; local, State, federal, or other standards applicable to an impact category; and officially established significance thresholds.

4. "Impacts and Mitigation Measures" describes changes or potential changes to the existing physical conditions that may occur if the proposed Project is implemented. Evidence based on factual and scientific data is presented to show the cause and effect relationship between the proposed Project and the potential changes in the environment. The exact magnitude, duration, extent, frequency, range or other
parameters of a potential impact are ascertained, to the extent possible, to determine whether impacts may be significant; all of the potential direct and reasonably foreseeable indirect effects are considered.

The EIR will use the following terminology to describe the Project's environmental effects:

- **No Impact.** The development would not have any measurable environmental impact on the environment.

- **Less Than Significant Impact.** The development would have the potential for impacting the environment, although this impact would be below established thresholds that are considered to be significant.

- **Less Than Significant With Mitigation Incorporated.** The development would have the potential to generate impacts, which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.

- **Significant Unavoidable Impact.** When an impact, even with the inclusion of mitigation measures, cannot be mitigated to a level considered less than significant, it is identified as "significant unavoidable impact."

The "Level of Significance After Mitigation" identifies the impacts that would remain despite the application of mitigation measures, and whether the remaining impact is or is not considered significant.

5. "Mitigation Measures" are measures that would be required of the Project to avoid a significant adverse impact; to minimize a significant adverse impact; to rectify a significant adverse impact by restoration; to reduce or eliminate a significant adverse impact over time by preservation and maintenance operations; or to compensate for the impact by replacing or providing substitute resources or environment.

It is also noted that a project could result in a beneficial impact. If the analysis concludes that the Project would result in a beneficial environmental impact, it is identified as such.

6. "Cumulative Impacts" describes potential environmental changes to the existing physical conditions that may occur as a result of the proposed Project together with cumulative projects, which include past and present projects, as well as future projects that would change the "existing physical conditions" or that are "reasonably foreseeable, planned, and approved future projects."

7. "Significant Unavoidable Impacts" describes impacts that would be significant and cannot be feasibly mitigated to less than significant, and thus would be unavoidable.

8. "Sources Cited" identifies the sources used throughout the section.
• **Section 5.0, Other CEQA Considerations**, discusses the long-term implications of the proposed action. Irreversible environmental changes that would be involved in the proposed action, should it be implemented, are considered. The Project's growth-inducing impacts, including the potential for population growth, and energy conservation (CEQA Appendix F) impacts are also discussed.

• **Section 6.0, Alternatives to the Proposed Action**, describes a reasonable range of alternatives to the Project or its location that could avoid or substantially lessen the Project's significant impacts and still feasibly attain the Project's basic objectives.

• **Section 7.0, Effects Found Not to be Significant**, provides an explanation of potential effects that have been determined not to be significant.

• **Section 8.0, Organizations and Persons Consulted**, identifies all federal, State, and local agencies, other organizations, and individuals consulted.

• **Section 9.0, Appendices**, contains the Project's technical documentation.

### 2.3.1 INTRODUCTION AND PURPOSE

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

### 2.3.2 EXECUTIVE SUMMARY

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

### 2.3.3 PROJECT DESCRIPTION

Based upon the detailed CEQA Project information obtained at the Project Kick-Off Meeting (see Task 2.1.1 above), as well as the Draft Specific Plan, Michael Baker will prepare a Draft Project Description for City review and approval. The Project Description will detail the Project's location, environmental setting, background and history, characteristics, discretionary actions, goals and objectives, construction program, phasing, agreements, and required permits and approvals, based on available information. Michael Baker will work with City to finalize the list of land use approvals and permits that will be required. This section will include Exhibits depicting the regional and site vicinity, as well as key Project components. City-approval of the Project Description will enable Michael Baker to proceed with the impact analyses.

### 2.3.4 THRESHOLDS OF SIGNIFICANCE

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

### 2.3.5 CUMULATIVE PROJECTS/ANALYSIS

In accordance with CEQA Guidelines Section 15130, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of El Segundo’s jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the Project. Michael Baker will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the environmental analyses. This task assumes a maximum of 16 hours for consultation with other jurisdictions, including preparation of letters and cumulative projects list.

### 2.3.6 ENVIRONMENTAL ANALYSIS

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

The EIR Environmental Analysis section will thoroughly discuss the existing baseline conditions for each environmental issue area, and will identify the Project’s short-term construction and long-term operational impacts and their levels of significance. The impact analysis will be in a consistent order of environmental factors presented in CEQA Guidelines Appendix G (Air Quality, Greenhouse Gas Emissions, etc.). The thresholds of significance will be identified for each environmental issue area. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant with Mitigation Incorporated or Potentially Significant Impact. For each environmental issue requiring EIR analysis, the EIR will: describe the baseline conditions; determine the impact’s level of significance; specify mitigation measures to avoid or lessen the impact; and determine the level of significance after mitigation. It has preliminarily been determined the following environmental issue areas will be analyzed in the EIR:

**A. Air Quality**

**Existing Conditions/Regulatory Framework.** The Project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest representative air quality monitoring stations (Los Angeles-Westchester Parkway and Compton Monitoring Stations) will be included to help highlight existing air quality local
to the Project area. The analysis will also describe and address the SCAQMD CEQA Air Quality Handbook requirements.

Construction-Related Emissions. Construction emissions will be quantified with the California Emissions Estimator Model (CalEEMod version 2013.2.2). A general description of the major construction phases and their timing will be required from the Applicant/City. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. Naturally occurring asbestos impacts will also be discussed qualitatively.

Long-Term Emissions. Operational (i.e., area and mobile source) emissions will be quantified and compared to the SCAQMD regional thresholds of significance. Primary sources of emissions will be related to area sources, energy sources, and local/regional vehicle miles traveled, and will be derived from CalEEMod and the Traffic Impact Analysis. Project consistency with the 2012 Air Quality Management Plan (2012 AQMP) will be evaluated.

Localized Emissions. The Project is located within the SCAQMD’s Source Receptor Area 3 (Southwest Coastal LA County). Based on localized meteorological data for SRA 3, Michael Baker will analyze localized impacts based upon the SCAQMD’s Localized Significance Thresholds (LST) methodology.

B. Greenhouse Gas Emissions

Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency. The net Project-related GHG emissions will be assessed against the proposed SCAQMD project-level efficiency threshold of 4.8 metric tons per year per service population. Mitigation measures will be identified and incorporated, as necessary, to reduce the Project’s potentially significant GHG impacts.

The GHG emissions analysis will also discuss the potential global climate change impacts, the effects of GHG emissions, and history of California GHG emissions regulations. Project consistency with statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Southern California Association of Governments’ Regional Transportation Plan/Sustainable Community Strategy will also be reviewed.

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

Michael Baker has teamed with Roux Associates, Inc. (Roux Associates) for peer review of the Applicant-prepared Phase I Environmental Site Assessment and Phase II Subsurface Investigation Report. The peer review will be for the purposes of incorporation into the EIR. This scope assumes redevelopment is being considered for the site.

The purpose of Roux Associates' peer review will be to understand the Project site's environmental condition (using the two available environmental documents) and provide questions and feedback to the City relative to the complete nature and standard of care used in preparing the documents. Roux Associates also will identify potential risks for the site with focus on those that could be encountered during the site redevelopment and during future site occupancy. Based on a thorough review of the documents provided, Roux Associates will identify open environmental issues, if any, and provide appropriate comments and questions as they pertain to potential open issues/potential impediments to site redevelopment that is currently proposed. In addition, Roux Associates will identify mitigation measures that may be adopted for incorporation into the CEQA document.

Roux Associates will complete their peer review within two weeks of a formal notice to proceed. After the initial review is completed, Michael Baker/Roux Associates will verbally discuss their findings with the City and then prepare a memorandum, which will be submitted to the City.

Based on the findings of the Roux Associates peer review, Michael Baker will prepare the EIR section that addresses the CEQA thresholds outlined below. Specifically, would the Project:

- Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

D. Hydrology and Water Quality

The Michael Baker Stormwater Management (SWM) Team will conduct a peer review of the Applicant-prepared Hydrology and Water Quality Study. Michael Baker will review the Study to ensure it contains a review of existing documentation, watershed boundary delineation, existing conditions hydrology analysis, proposed conditions hydrology analysis, analysis of existing and proposed drainage facilities, and water quality BMP mitigation. After the initial review is completed, Michael Baker will verbally discuss their findings with the City and prepare a memorandum, which will be submitted to the City.
Michael Baker will review/comment on the Revised Hydrology and Water Quality Study to ensure City and Michael Baker's initial comments and Draft Study have been addressed. This task assumes up to eight (8) hours of follow-up review.

E. Land Use and Planning

To accommodate the proposed Project, the Applicant proposes to remove the onsite structures and expand the existing parking lot serving the golf course. The Project involves development of a 65,000 square-foot three story TopGolf facility. Preliminarily, the following City of El Segundo discretionary entitlements have been identified for the Project:

- General Plan Amendment (text and map);
- Zoning Amendment (text and map);
- Lot line adjustment; and
- Use permits for alcohol service.

This section will also evaluate the Project's merits with particular attention given to land use compatibility between the proposed development and existing surrounding land uses. Consideration will be given to environmental factors that influence land use compatibility, including air quality, noise, and traffic. Michael Baker intends to utilize information available from the City, as well as the NOP process, to identify particular concerns and any potential for public controversy.

F. Noise

**Existing Conditions.** The applicable noise and land use compatibility criteria for the Project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the Project site. A site visit will be conducted and short-term noise level measurements will be taken along the Project area. The noise monitoring survey will be conducted at up to four separate locations to establish baseline noise levels in the Project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) measurements.

**Construction-Related Noise and Vibration.** Construction activities would occur during implementation of the proposed Project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications.

**Operational Noise Sources.** On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108 and TNM 2.5). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise generating activities will also be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the City's Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines.
G. Public Services/Recreation/Utilities and Service Systems

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

- **Public Services**: The Project will be evaluated for its potential to result in substantial adverse physical impacts associated with proposed/required new or physically altered governmental facilities, including fire protection, police protection, schools, parks, and other public facilities.

- **Recreation**: The analysis will address whether the Project would increase the use of existing neighborhood/regional parks or other recreational facilities, and whether it includes recreational facilities or requires the construction/expansion of recreational facilities.

- **Utilities and Service Systems**: The Project will be evaluated for its potential to require or result in the construction of new water, wastewater, treatment, and storm water drainage facilities or expansion of existing facilities. The analysis will also address whether the Project would have sufficient water supplies available from existing entitlements and resources, or would new or expanded entitlements be needed. Landfill capacity and compliance with solid waste regulations will also be addressed.

H. Transportation and Circulation

Michael Baker will prepare a Traffic Impact Analysis (TIA) that will assess the Project impacts by analyzing forecast trip generation, distribution, and assignment of the proposed Project on the study area circulation system. As necessary, feasible mitigation measures for identified Project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance. This scope of work is based on discussions with City staff and assumes the Project will be analyzed in a single phase. Additionally, it is noted this scope of work is preliminary and may be further refined, based upon City, Caltrans, and other agency consultation.

**Study Conditions.** Based on discussions with City staff, the traffic analysis will evaluate the following 12 analysis scenarios during the typical weekday PM peak hour and typical weekend-day mid-day peak hour:

1. Existing Weekday PM Peak Hour Conditions;
2. Existing Weekend-Day Mid-Day Peak Hour Conditions;
3. Forecast Existing Plus Project Weekday PM Peak Hour Conditions;
4. Forecast Existing Plus Project Weekend-Day Mid-Day Peak Hour Conditions;
5. Forecast Project Opening Year Without Project Weekday PM Peak Hour Conditions;
6. Forecast Project Opening Year Without Project Weekend-Day Mid-Day Peak Hour Conditions;
7. Forecast Project Opening Year With Project Weekday PM Peak Hour Conditions;
8. Forecast Project Opening Year With Project Weekend-Day Mid-Day Peak Hour Conditions;
9. Forecast Long-Range Without Project Weekday PM Peak Hour Conditions;
10. Forecast Long-Range Without Project Weekend-Day Mid-Day Peak Hour Conditions;
11. Forecast Long-Range With Project Weekday PM Peak Hour Conditions; and
12. Forecast Long-Range With Project Weekend-Day Mid-Day Peak Hour Conditions.

**Study Area.** The study area of traffic impact analyses is largely determined by the Project's forecast trip generation. However, in the case of the proposed Project, the Project's forecast trip generation is unknown at the time of the writing of this proposal given that the Project is considered a special trip generator, since the Project's forecast trip generation cannot be determined from existing published industry trip generation sources such as the Institute or Transportation Engineers (ITE) Trip Generation Manual.

The Project's forecast trip generation will be determined as part of the TIA. Therefore, for scoping and budgeting purposes, this proposal assumes up to 24 study intersections will be analyzed for the 12 study analysis scenarios listed above. The precise identification of the study intersections will be based on discussions with City staff accounting for the Project's forecast trip generation. Hence, as part of the analysis, up to 23 study intersections will be counted during a typical weekday PM peak period (4:00 PM to 6:00 PM) and a typical weekend-day (four-hour peak period to be determined based on discussions with City staff and Caltrans). The analysis will utilize the highest hour of traffic volumes collected within each peak period. This scope of work does not assume vehicle classification traffic count data collection, nor does it assume collection of 24-hour daily roadway traffic volumes. The number of study intersections can be modified based on discussions with City and Caltrans staff, along with the fee associated with this proposal accordingly.

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

**Site Visit/Existing Systems Documentation.** The analysis will:

- Document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc.;
- Include graphics documenting the existing intersection roadway geometry; and
- Utilize existing geometric conditions to establish a baseline for current operations.

**Proposed Project Trip Generation, Trip Distribution, and Assignment.** The analysis will determine the weekday and weekend peak hour and daily trip generation for the proposed Project utilizing the trip generation data collected at the following two existing TopGolf sites as part of the separate parking analysis scope of work previously submitted to the City:

- 1689 South San Tan Village Parkway, Gilbert Arizona; and
- 9500 East Indian Bend Road, Scottsdale, Arizona.

Since The Lakes at El Segundo 9-hole golf course will remain and a portion of the TopGolf Project will displace the existing driving range of The Lakes at El Segundo, the Project's trip generation will be adjusted to deduct the trips associated with golfers currently utilizing the driving range at The Lakes at El Segundo 9-hole golf course. This scope of work assumes the City will provide the operational details for the current uses, including the number of golfers currently utilizing The Lakes.
at El Segundo driving range on a typical weekday and a typical weekend on an hourly basis. The analysis will convert that information to vehicle trips assuming an average vehicle ridership (AVR) of 1.0 (each golfer at the range arrives and leaves in a separate vehicle) or other AVR factor as directed by City staff. All assumptions regarding forecast project trip generation will be reviewed and approved by City staff prior to inclusion in the analysis.

The TIA will provide a forecast distribution of Project-generated trips, taking into account any modifications to the study area provided by City/applicable agency staff. Manual distribution and assignment of forecast Project trips will be reviewed and approved by City staff prior to utilization in the analysis.

**Forecast Project Opening Year Traffic Volumes.** Forecast Project Opening Year Conditions traffic volumes and scenario will be derived by applying the Los Angeles County CMP growth rate for the El Segundo/LAX area to existing traffic volumes and also the addition of background trips associated with up to thirty (30) individual cumulative projects provided by City staff.

**Forecast Long-Range Year Traffic Volumes.** Forecast Long-Range Without Project Conditions traffic volumes and scenario will be derived by applying the Los Angeles County CMP growth rate for the El Segundo/LAX area to existing conditions and/or addition of background trips associated with up to seventy (70) individual cumulative projects provided by City staff (including the 30 individual cumulative projects from Project opening year conditions).

**Level of Service.** The analysis will assess the Project’s forecast traffic impacts at the 24 study intersections for the 12 analysis scenarios identified above. The analysis will document operation of the signalized study intersections using the Intersection Capacity Utilization (ICU) analysis methodology for City and/or County Congestion Management Program (CMP) intersections and the Highway Capacity Manual (HCM) analysis methodology for Caltrans State Highway intersections, as directed by the City staff to identify potential Project-related traffic impacts. Intersection level of service analysis will be prepared using the Traffix™ software. If a study intersection is located within more than one jurisdiction, the analysis will utilize the most stringent applicable agency performance criteria and thresholds of significance to determine potential Project traffic significant impacts. If the analysis indicates the proposed Project will significantly impact the study intersections based on agency thresholds of significance, feasible mitigation measures will be recommended in accordance with established agency performance criteria. The analysis will document forecast operating conditions after implementation of recommended feasible mitigation measures.

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

The analysis will assess the Project’s forecast traffic impacts at the State Highway study facilities for the peak hours and analysis scenarios identified above in the study scenarios section. The analysis will document operation of the study intersections for the analysis scenarios to identify potential Project-related traffic impacts using the Highway Capacity Manual (HCM) 2000 analysis methodology.
If the State Highway intersection analysis shows the proposed Project will significantly impact a State Highway facility based on Caltrans thresholds of significance, feasible mitigation measures will be recommended in accordance with Caltrans performance criteria. The analysis will also document forecast operating conditions after application of any recommended mitigation measures.

**County Congestion Management Program Analysis.** The analysis will analyze potential Project impacts, as applicable and as required by the County of Los Angeles Congestion Management Program (CMP). If the CMP analysis shows the proposed Project will significantly impact a CMP study facility based on applicable CMP agency thresholds of significance, feasible mitigation measures will be recommended in accordance with applicable agency performance criteria.

**Conference Calls, Meetings, Coordination, and Hearing Attendance.** This scope of work assumes:

1) Participation of up to thirty (30) hours of Project conference calls and coordination throughout the course of the TIA preparation.

2) Attendance at one (1) meeting with Caltrans District 7 staff to discuss the Project and up to three (3) hours of meeting/material preparation.

3) Attendance at up to two (2) Planning Commission Hearings for the proposed Project and up to three (3) hours of meeting/material preparation (PowerPoint presentation, etc.) for each of the two (2) Planning Commission Hearings.

4) Attendance at one (1) City Council Hearing for the proposed Project and up to three (3) staff hours of meeting/material preparation (PowerPoint presentation, etc.) for the City Council Hearing.

### 2.3.7 GROWTH INDUCEMENT

The proposed TopGolf facility would include 102 driving range bays that would accommodate up to six players at a time. Assuming full driving range bay capacity, up to 612 players could be accommodated at a time, in addition to the individuals enjoying the full-service restaurant, bar, lounges, and corporate event/meeting spaces, and the approximately 500 individuals that would be employed at operation. Michael Baker will provide a Project-specific analysis of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). This analysis will be based on data from the City of El Segundo General Plan, California Department of Finance, and U.S. Census.

This section will discuss ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly. The analysis will address growth-inducing impacts concerning the Project's potential to influence the rate, location, or amount of growth, based on the Project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. The Project's potential growth-inducing impacts will be analyzed as they relate to population, housing, and employment factors.

### 2.3.8 ALTERNATIVES TO THE PROPOSED ACTION

In coordination with City staff, Michael Baker will develop Project alternatives designed to avoid and/or substantially reduce any impacts that cannot otherwise be mitigated to a level below
significance. Pursuant to CEQA Guidelines Section 15126.6, Michael Baker will provide an analysis of a "reasonable range" of alternatives, comparing environmental impacts of each alternative in each impact area to the Project. Preliminarily, the range of Alternatives is expected to include the No Project/No Development, and two other Alternatives that may be considered through the Project review process. For each alternative, Michael Baker will provide a qualitative analysis that will include the environmental issue areas outlined under Task 2.3 above. One important element of the Alternatives section will be an impact matrix that will compare the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a comparison of each alternative.

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

2.3.9 ADDITIONAL SECTIONS

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

**Deliverables**
- 1 electronic copy of Administrative Draft EIR; and
- 5 hard copies of Administrative Draft EIR.

2.4 DRAFT EIR

2.4.1 PRELIMINARY DRAFT EIR

Michael Baker will respond to one complete set of comments from the City on the Administrative Draft EIR. If desired by the City, Michael Baker will provide the Preliminary Draft of the EIR with all changes highlighted to assist with document review.

2.4.2 COMPLETION OF DRAFT EIR

Michael Baker will also respond to one complete set of comments from the City on the Preliminary Draft EIR. This task assumes that all substantiate comments will be raised as part of EIR Task 2.4.1 above. If desired by the City, Michael Baker will provide the Proofcheck Public Review Draft EIR with all changes highlighted to assist the final check of the document. Upon approval from City staff, Michael Baker will prepare and distribute (via certified mail) the Public Review Draft EIR, along with the NOA.

**Deliverables**
- 1 electronic copy of Preliminary Draft EIR;
- 1 electronic copy of Proofcheck Draft EIR and Technical Appendices;
- 1 electronic copy of Public Review Draft EIR and Technical Appendices;
2.5 ADMINISTRATIVE FINAL EIR

The Final EIR will consist of the Comment Letters and Responses, Errata to the Draft EIR, and the Mitigation Monitoring and Reporting Program.

2.5.1 RESPONSE TO COMMENTS AND ERRATA

Michael Baker will respond to comments received on the Draft EIR during the 45-day public review period, and any additional comments raised during public hearings. Michael Baker will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as required). It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. Michael Baker has budgeted conservatively. Should the level of comments and responses exceed our estimate, Michael Baker will submit additional funding requests to the City, in order to complete the responses. This task assumes a maximum of ten comment letters and 20 hours staff time.

The EIR will be revised in accordance with the responses to public comments on the Draft EIR. To facilitate City review, Michael Baker will format the Final EIR with "underlining" for any new/modified text and "strike-out" for any text deleted from the Draft EIR.

2.5.2 MITIGATION MONITORING AND REPORTING PROGRAM

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon Project implementation. The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Project’s MMRP. The Checklist outlines the mitigation measure number as outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

2.5.3 SCREENCHECK FINAL EIR

Michael Baker will respond to one complete set of comments from the City on the Administrative Final EIR. If desired by the City, Michael Baker will provide the Screencheck Final EIR with all changes highlighted to assist in the City’s review.

Deliverables

- 1 electronic copy of Screencheck Final EIR,
2.5.3 COMPLETION OF FINAL EIR

Michael Baker will respond to one complete set of comments from the City on the Screencheck Final EIR. If desired by the City, Michael Baker will provide the Proofcheck Final EIR with all changes highlighted to assist the final check of the document. Michael Baker will prepare and file the NOD with the County Clerk and send to the State Clearinghouse within five (5) days after deciding to carry out or approve the Project; see EIR Task 2.2 above.

Deliverables
- 1 electronic copy of Administrative Final EIR;
- 1 electronic copy of Proofcheck Final EIR;
- 1 electronic copy of Final EIR and Technical Appendices;
- 30 hard copies of Final EIR to City; and
- 30 CDs of Final EIR to City.

2.6 FINDINGS AND STATEMENT OF OVERRIDE CONSIDERATIONS

Michael Baker will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations (SOC) and Findings for City use in the Project review process. Michael Baker will prepare the Findings in accordance with CEQA Guidelines Sections 15091 and 15093 and in a form specified by the City.

Michael Baker will respond to one complete set of comments from the City on the Administrative Findings/SOC. If desired by the City, Michael Baker will provide the Proofcheck Findings/IS with all changes highlighted to assist the final check of the document.

Deliverables
- 1 electronic copy of Administrative Findings/SOC; and
- 1 electronic copy of Findings/SOC; and
- 1 hard copy of Findings/SOC.

2.7 PROJECT MANAGEMENT/COORDINATION AND MEETING/HEARING ATTENDANCE

2.7.1 PROJECT MANAGEMENT

Mr. Glenn Lajoie and Ms. Rita Garcia will be responsible for management and supervision of the EIR Project Team, as well as consultation with City staff to incorporate City policies into the EIR. Mr. Lajoie and Ms. Garcia will undertake Project consultation and coordination and review of the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Mr. Lajoie and Ms. Garcia will coordinate with all technical staff, consultants, and support staff, toward the timely completion of the EIR. It is Michael Baker's goal to serve as an extension of City staff throughout duration of the EIR.
2.7.2    MEETINGS & CONFERENCE CALLS

Ms. Garcia, along with other key Project Team personnel, will attend meetings/hearings, represent the Project Team, and make presentations, as necessary. Ms. Garcia, along with other key Project Team personnel, will also be available to attend meetings with affected jurisdictions, agencies, and organizations as needed to identify issues, assess impacts, and define mitigation. This scope assumes an initial budget of 119 man-hours of meetings, including preparation, attendance, and follow-up. This scope also assumes a budget of 15 hours of conference calls.

Meetings and Hearings
- 1 EIR Scoping Meeting (April 14, 2016) (15 man-hours);
- 1 Specific Plan Peer Review Meeting (8 man-hours) (also see Task 1.3);
- 1 Project Kick-Off Meeting (16 man-hours) (also see Task 2.1.1);
- 1 Public Scoping Meeting (16 man-hours) (also see Task 2.1.5);
- 1 Progress Meeting to review Administrative DEIR City comments (16 man-hours);
- 2 Planning Commission Hearings with presentations, as necessary (16 man-hours each, 32 man-hours total);
- 1 City Council (16 man-hours) with presentations, as necessary;

Conference Calls
- 6 Progress Conference Calls over 6 months (1 hour each, 12 man-hours) to provide a status update, resolve issues, and receive direction.
- 1 Land Use Assumptions/Parking Study/Traffic Impact Analysis Scoping Conference Call (April 20, 2016) (3 man-hours).

Should the City determine that additional meetings/conference time beyond those outlined above are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately $1,500 per staff (approximately 8 man-hours) per meeting, excluding other direct costs.

2.7.3    PARKING STUDY COORDINATION

The December 17, 2015 Parking Study scope of work estimated 25 hours of Bob Matson time for Parking Study preparation. These hours have been expended and exceeded. Specifically, these hours have been expended beyond the parking analysis budget due to all of the additional coordination required with multiple TopGolf staff in TX and AZ, as explained below. Therefore, it is requested that the additional 25 hours of Bob Matson time be restored under this task.

After Baker had coordinated to survey Scottsdale, AZ and Gilbert, AZ sites per our scope of work, TopGolf staff directed Baker to switch the survey sites from the Scottsdale, AZ and Gilbert, AZ site to instead survey TopGolf sites in Webster, TX and Spring, TX. After Baker had started that coordination, TopGolf staff directed Baker to switch back to the original AZ survey sites.

TopGolf's reasoning for switching survey sites from AZ to TX was because by the time TopGolf staff was ready for Baker to begin collecting survey data at the AZ sites, it was early March, which meant Spring Training had begun in the Phoenix area, meaning AZ TopGolf sites were experiencing higher than typical operating conditions. Hence, TopGolf corporate staff asked Baker to instead count TopGolf survey sites in another region of the country such as the Houston area where those TopGolf sites would be experiencing typical operating conditions. Hence, Baker was subsequently required to coordinate with various local TopGolf staff at the Webster, TX and Spring, TX TopGolf
sites to determine whether these would be credible TopGolf sites (such as the TopGolf project in El Segundo). After substantial coordination with local TopGolf staff at the Spring, TX and Webster, TX sites, it was determined that neither of these sites, or other TopGolf sites proposed by TopGolf corporate staff in TX, were credible to survey since the TX sites were not representative of the proposed El Segundo project. Hence, since approximately a month had passed and Spring Training would be ending soon in the Phoenix area, Baker suggested to TopGolf staff that Baker go back and investigate the credibility of the Scottsdale, AZ and Gilbert, AZ sites as originally planned. TopGolf staff agreed to this and subsequently Baker began the coordination process over once again with the local Topgolf staff in Scottsdale, AZ and Gilbert, AZ to determine their credibility to survey for the El Segundo project. Ultimately after much coordination with local Topgolf staff at the Scottsdale, AZ and Gilbert, AZ sites, Baker was able to finally determine that these AZ sites would be credible to survey, although extra coordination and data collection was necessary at the Scottsdale site since Topgolf employees at that location were told to park away from the Topgolf site at the adjacent business park parking lot.
III. PRELIMINARY SCHEDULE

The following Preliminary Schedule assumes authorization to proceed with the work program by May 23, 2016.

Specific Plan Schedule

Applicant-Prepares Draft Specific Plan (SP)  
Baker Conducts Draft SP Peer Review  
Applicant Revises Draft SP  
Baker Reviews Revised SP

CEQA Schedule

EIR Project Kickoff Meeting  
Baker Prepares Draft Project Description  
Initial Study/Notice of Preparation  
30-Day NOP Public Review  
EIR Public Scoping Meeting  
AB 52 Consultation  
SB 18 Consultation  
Baker Prepares Administrative Draft EIR  
City Reviews Administrative Draft EIR  
Baker Prepares Preliminary Draft EIR  
City Reviews Preliminary Draft EIR  
Baker Completes, Publishes, and Circulates Draft EIR  
45-Day Draft EIR Public Review Period  
Public Hearing During Draft EIR Public Review Period  
Baker Prepares Draft Responses to Comments  
City Reviews Draft Responses to Comments  
Baker Prepares Administrative Final EIR  
City Reviews Administrative Final EIR  
Baker Completes, Publishes, and Circulates Final EIR  
Certification Hearing

1 This schedule assumes on-going coordination and meetings with the Project Team through the duration of the Project. This schedule also assumes that the Applicant-prepared Specific Plan and technical studies will be available during the first week of the Initial Study/NOP public review period.
IV. BUDGET

The Scope of Work presented in this Proposal will be provided on a time and materials basis, and not to exceed the following cost estimate without prior expressed authorization from the Client.
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### 1.0 SPECIFIC PLAN PEER REVIEW
- 1.1 DRAFT SPECIFIC PLAN
  - 1.2 REVISIONS TO SPECIFIC PLAN
  - 1.3 MEETINGS AND HEARINGS

### 2.0 CEQA COMPLIANCE

#### 2.1 PROJECT SCOPING
- 2.1.1 Project Description
- 2.1.2 Environmental Analysis
  - A. Air Quality
  - B. Greenhouse Gas Emissions
  - C. Hazards and Hazardous Materials
  - D. Hydrology and Water Quality
  - E. Land Use and Planning
  - F. Noise
  - G. Public Services/Recreation/Utilities & Service Systems
  - H. Transportation and Circulation
- 2.3.7 Final Indemnity
- 2.3.8 Alternatives to the Proposed Action
- 2.3.9 Additional Sections

#### 2.2 DRAFT EIR
- 2.4 Preliminary Draft EIR
- 2.4.1 Completion of the Draft EIR
- 2.4.2 Administrative Final EIR

#### 2.3 EIR PROJECT MANAGEMENT AND MEETINGS
- 2.7.1 Project Management
- 2.7.2a Meetings
- 2.7.2b Conference Calls

#### 2.4 FINDINGS AND SOC

#### 2.5 PLEDGING

### OTHER DIRECT COSTS (ODC)

### CONTINGENCY (10%)

### TOTAL FEES INCLUDING CONTINGENCY

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GL = Glenn LaJoie
KG = Rita Garcia
PB = Perry Banner
MG = Michael Gonzales
EA = Environ. Analyst
RK = Rebecca Kinney
BM = Bob Matson
GA = Graphic Artist

TOPGOLF SP AND EIR Fees REV 051216.xlsx

5/12/2016
V. PROJECT TEAM

The following are brief background descriptions for the key professionals who will be responsible for preparing the Specific Plan, as well as the relevant subconsultants who will assist in preparing the EIR Technical Studies. The percentage of hours of each staff member and individual tasks are included in the Fee Summary.
GLENN LAJOIE, AICP - PRINCIPAL IN CHARGE

Registration/Certification:
1994, American Institute of Certified Planners, 087288

Years Experience: 27

Education:
B.A., 1985, Geography/Urban Studies, California State University, Long Beach
M.P.A., 1992, Public Policy and Administration, California State University, Long Beach

Professional Affiliations:
Full Member, American Planning Association
Full Member, Association of Environmental Professionals
Member, Orange County American Planning Association Board of Directors, 1992-1997
President, Orange County American Planning Association, 1994-1996
California APA AICP Director, 2011-2012
Lecturer, California State University, Long Beach

Mr. Lajoie's primary responsibilities include oversight of daily operations, management of projects, staff mentoring and instruction, scheduling, and business development. With many years of practical experience, Mr. Lajoie is a recognized leader in CEQA and NEPA studies (EIR's, EIS's, Negative Declarations, Environmental Assessments), as well as other policy planning documents, including General Plans, Area Plans, Specific Plans, and due diligence studies. Projects have ranged from private entitlement applications related to residential and commercial projects as well as a variety of solar, water, wastewater, highway, and redevelopment projects throughout California. Project responsibilities include analysis, technical review and management of environmental and policy planning documentation for compliance with CEQA/NEPA, implementation of public participation programs, and assistance to various public and private sector clients in meeting the requirements of local, State, and Federal agencies.

Relevant Experience:
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR (Beverly Hills, CA)
- Boeing Specific Plan Program EIR (Seal Beach, CA)
- Clearwater Specific Plan EIR (Mammoth Lakes, CA)
- Dana Point Harbor Revitalization Project EIR (Dana Point, CA)
- Dana Point Town Center Amendment IS/MND (Dana Point, CA)
- DWP Specific Plan Amendment EIR (Seal Beach, CA)
- Downtown and Central Long Beach Redevelopment Plans Master EIR (Long Beach, CA)
- El Segundo South Campus Specific Plan EIR (El Segundo, CA)
- General Plan Amendment EIRs (Lancaster, CA)
- Grand Canal Entertainment Center EIR (Bakersfield, CA)
- Hotel Del Coronado Master Plan EIR (Coronado, CA)
- Lido House Hotel EIR (Newport Beach, CA)
- Long Point (Terranea) Resort EIR (Rancho Palos Verdes, CA)
- Marblehead Coastal EIR (San Clemente, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- North Village Mammoth Specific Plan Program EIR (Mammoth Lakes, CA)
- Pacific Gateway Plaza Project MND (Seal Beach, CA)
- Ritz Carlton (Rancho Palos Verdes, CA)
- Rivers End Staging Area & Sen Gabriel Bikeway Enhancement Plan MND (Seal Beach, CA)
- Seal Beach Townhomes Project MND (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)
RITA GARCIA, PROJECT MANAGER

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Ms. Garcia is involved in the preparation, daily monitoring, and coordination of CEQA documents, ensuring their timely completion reflective of the highest standard of professional care. With over 25 years in the environmental field, Ms. Garcia has extensive experience with projects involving sensitive planning and environmental issues including land use and planning, aesthetics/visual character, and traffic/circulation. She has had significant experience with environmental analyses of a very broad range of projects, including small/large, development/redevelopment, residential/non-residential, and mixed-use (i.e., commercial, hotel, residential, and infrastructure). These projects were located in varied settings, including inland and coastal, and rural and urban communities, many involving substantial controversy and public participation. Her background is foundational to providing environmental, land use, and project management services that produce successful results for her clients. Her experience in CEQA analysis ranges from Initial Studies/Negative Declarations for small-scale urban infill mixed-use projects to environmental impact reports (EIRs) for large-scale developments on vacant properties. More specifically, her experience as Project Manager includes numerous office and commercial projects, including the Beverly Hills Gardens and Montage Hotel Mixed-Use Project EIR in Beverly Hills, the Long Point (Terranea) Resort Project EIR in Rancho Palos Verdes, and the Anchor Live/Work Project IS/MND and West 17th Street & Superior Avenue Live/Work Project IS/MND in Costa Mesa. In El Segundo, Ms. Garcia has served as Project Manager for mixed-use, commercial, and hotel redevelopment projects, including the El Segundo South Campus Specific Plan Project EIR, Queen Esther Square Shopping Center Project IS/MND, Aloft Hotel IS/MND, and Hampton Inn IS/MND. These environmental documents involved critical land use compatibility issues and in depth analyses of consistency with city policies and code standards for infill developments in urban settings. These projects also required detailed aesthetics/visual character, noise, and traffic/circulation analyses for short- and long-term conditions.

Relevant Experience:
- 601 North Partnecer IS/MND (Santa Ana)
- Automobile Club of Southern California Project EIR (Costa Mesa)
- Boeing Specific Plan EIR (Seal Beach)
- Contract Planner (City of Orange)
- Crestridge Senior Housing EIR (Rancho Palos Verdes)
- Cypress Business and Professional Center Specific Plan EIR (Cypress)
- Dana Point Harbor Revitalization EIR (Dana Point)
- Department of Water and Power Specific Plan Amendment EIR (Seal Beach)
- Downtown and Central Long Beach Redevelop Plans EIR (Long Beach)
- El Segundo South Campus Specific Plan EIR (El Segundo, CA)
- Hotel del Coronado Master Plan Program EIR (Coronado)
- Hyundai Motor America - North American Corporate Campus Project EIR (Fountain Valley)
- Long Point (Terranea) Resort EIR (Rancho Palos Verdes, CA)
- Monterey Downs, Monterey Horse Park, and Central Coast Veterans Cemetery SP EIR (Seaside)
- Palmdale Transit Village Specific Plan EIR (Palmdale, CA)
- Pacific Gateway Plaza Project MND (Seal Beach)
- Ritz Carlton Specific Plan EIR (Rancho Palos Verdes)
- Shoreline Gateway EIR (Long Beach)
- South Pasadena Downtown Revitalization EIR (South Pasadena)
Mr. Banner brings 15 years of experience in local government and urban planning to Michael Baker International, working in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis, and policy development. Perry’s capabilities also include economic development and real estate development.

Planning Manager, City of Lawndale, California. As Planning Manager, Mr. Banner was responsible for managing, supervising, and coordinating the Community Development Department, including the Planning, Building, and Housing Divisions. He also coordinated redevelopment and economic development activities. Perry authored a number of zoning code amendments and general plan and specific plan updates, and also processed many development review applications, including site plans, design review, conditional use permits, variances, subdivision maps, and environmental reviews over the course of 11 years.

Relevant Experience:

- Local Hazard Mitigation Plan and Safety Element Update, City of Lawndale, California. Project Planner. Hawthorne Boulevard Specific Plan Update, City of Lawndale, California. Project Planner. As Project Planner, Mr. Banner undertook a land use analysis leading to an update of the allowed uses and zoning map for the Specific Plan area in an effort to seek balanced economic growth and fiscal sustainability along the City’s main transportation corridor.

- Lawndale Community Center (Pre-Construction), City of Lawndale, California. Project Manager. As Project Manager, Mr. Banner conducted site analysis/site selection, coordinated public outreach, contracted the architectural firm, and processed project entitlements.

- Habitat for Humanity – 162nd Street Project, City of Lawndale, California. Project Manager. Teaming up with Habitat for Humanity, this project delivered the City’s first affordable housing project in 25 years using former Redevelopment Agency housing set-aside funds.

- Hawthorne Boulevard and Manhattan Beach Boulevard Redevelopment Project, City of Lawndale, California. Project Manager. As Project Manager, Mr. Banner provided direction for the redevelopment of a prominent intersection corner, involving former Redevelopment Agency land, a rezoning, the closure of a mobile home park, and the negotiation and preparation of a disposition and development agreement with a developer.
Ms. Kinney has extensive experience in all phases of stormwater management projects including planning, design and construction. Her recent experience has focused on development of Master Plans of Drainage, which focus on storm drainage facility sizing, stormwater NPDES compliance, stream stability, and floodplain management. Her planning experience also includes large master planned communities well as supporting hydrologic and stormwater quality analysis as a basis for CEQA documentation. Ms. Kinney has prepared Water Quality Management Plans, Stormwater Pollution Prevention Plans, and CEQA water quality technical studies.

Ms. Kinney is experienced in channel restoration design work including hydrologic and hydraulic modeling and PS&E work. Ms. Kinney has also served as a regulatory agent for the application of 404 Corps of Engineers, 401 California Regional Water Quality Control Board, and 1601/1603 California of Department of Fish and Game permits. She received Wetland Delineation training by the Wetland Training Institute. Her knowledge of both engineering and environmental requirements makes her an asset to any multi-disciplinary team.

Rebecca Kinney has extensive experience in all areas of floodplain management and floodplain revisions. She has completed over 20 different floodplain mapping and revision projects for Cities, Counties, Developers, and the United States Army Corps of Engineers. Ms. Kinney’s experience includes numerous Flood Insurance Rate Map (FIRM) Revisions including both Conditional Letters of Map Revisions and Letters of Map Revision. Her FIRM revision experience includes processing map revision model by approximate methods and detailed methods including floodway models. She is also well versed in computer modeling of hydraulic systems utilizing HEC-RAS River Analysis System, HEC-2, and Water Surface Pressure Gradient (WSPG).

Relevant Experience:
- Dana Point Harbor Revitalization EIR (Dana Point, CA)
- Department of Water and Power Specific Plan Amendment EIR (Seal Beach, CA)
- Lido House Hotel EIR (Newport Beach, CA)
- Long Point (Terranea) Resort EIR (Rancho Palos Verdes, CA)
- Los Alamitos Pump Station MND (Los Angeles and Orange Counties, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- North Downtown Lancaster Neighborhood Revitalization / Transit Village Plan EIR/EA (Lancaster, CA)
- Oasis Road Specific Plan Master EIR (Redding, CA)
- Old Town Yucca Valley Specific Plan Program EIR (Yucca Valley, CA)
- Pacific Coast Highway 2nd Street Improvement MND (Long Beach, CA)
- Pacific Gateway Plaza MND (Seal Beach, CA)
- Raytheon Campus Redevelopment EIR (El Segundo, CA)
- Ritz Carlton (Rancho Palos Verdes, CA)
- Seal Beach Townhomes Project MND (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)
- South Pasadena Downtown Revitalization EIR (South Pasadena, CA)
- Southern California Logistical Airport EIR - Hydrologic Stormwater Quality Analysis (Victorville, San Bernardino County, CA)
- City of Rancho Palos Verdes Master Plan of Drainage – (Rancho Palos Verdes, CA)
Mr. Matson has over 30 years of comprehensive transportation/land use planning and analysis of diverse large to small projects for both public and private sector clients. Mr. Matson and his staff generate a variety of transportation/traffic and parking studies to analyze projects at various stages of development, including due diligence, conceptual planning, site layout, stakeholder/community involvement & assessment, agency general plan/zoning modifications, CEQA and NEPA environmental documentation, preliminary engineering, project/infrastructure phasing, site plans, maps, final engineering and construction management. His years of expertise allow him to work effectively with local & state agencies and developers to come up with solutions to issues that arise through the various stages of project development. Mr. Matson is well-versed in political assessment, community workshops, and public hearings for decision-makers. He has served a volunteer Board Member of the Irvine Spectrum Transportation Management Association (TMA), also known as Spectrumotion, for over 25 years, serving several terms as President of the TMA, a nationally recognized non-profit TMA providing incentivized options to reduce single-occupant vehicle trips generated by the 2,600 businesses located in Irvine Spectrum that employ over 65,000 people though utilization of ridesharing, rail and bus transit, bicycles and walking.

Relevant Experience:
- Raytheon South Campus Specific Plan Traffic Analysis (El Segundo)
- Queen Ester/In-N-Out Traffic Analysis (El Segundo)
- Aliso Creek Inn & Golf Course Traffic & Shared Parking Analysis (Laguna Beach)
- Indian Wells Garden of Champions Tennis Complex & Resort Traffic Analysis & Parking Analysis (Indian Wells)
- Montage Hotel & Gardens Mixed Use Traffic Analysis & Shared Parking Analysis (Beverly Hills)
- Downtown Laguna Beach Specific Plan Parking Management Plan (Laguna Beach)
- Downtown Beverly Hills Parking Analysis (Beverly Hills)
- Pacific Edge Resort Traffic Analysis & Shared Parking Analysis (Laguna Beach)
- Lido House Resort Hotel Traffic Analysis & Shared Parking Analysis (Newport Beach)
- Bunker Hill Parking Analysis (Los Angeles)
- Citywide Comprehensive Traffic Analysis (Torrance)
- Glendale Town Center Traffic Analysis (Glendale)
- William Morris Headquarters Office Building Traffic & Parking Analysis (Beverly Hills)
- Hyundai Motor America North American Campus Project Traffic Analysis (Fountain Valley)
- Galleria at Tyler Mixed Use Traffic Analysis (Riverside)
- El Monte Transit Village Mixed Use Traffic Analysis (El Monte)
- Dana Point Harbor Revitalization Traffic Study (Dana Point)
- Norma Restaurants Parking Analysis (Pico Rivera, Claremont, Downey)
- Wilshire Boulevard Corridor Traffic Analysis (Beverly Hills)
- 11960 Washington Boulevard Mixed Use Traffic Analysis (Culver City)
- Hilton Garden Inn Irvine Traffic Analysis (Irvine)
- Nest Mixed Use Traffic Analysis (Los Angeles)
- Glendale Galleria Mixed Use Traffic Analysis & Parking Analysis (Glendale, CA)
- Dana Point Mixed Use Parking Analysis (Dana point)
- Marblehead Mixed Use Traffic Analysis (San Clemente)
- Nickelodeon Headquarters Traffic Analysis (Burbank)
- Duarte Transit Oriented Development Traffic Analysis (Duarte)
RK ENGINEERING GROUP, INC.
ALEX TABRIZI, PE, TE, ASSOCIATE PRINCIPAL ENGINEER

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Alex Tabrizi, P.E., T.E., has worked professionally in the field of traffic engineering and transportation planning/engineering since 2003. He received his bachelor's degree in civil engineering with an emphasis on structural engineering from the University of California, Irvine.

Mr. Tabrizi has extensive experience in providing transportation planning and engineering consulting services and expertise to a wide range of clients including private sector, land developers, public agencies, various districts of California Department of Transportation (Caltrans), and local governments. Mr. Tabrizi has completed and supervised preparation of hundreds of complex transportation planning and parking demand/utilization studies over the past decade with successful track record in providing innovative, cost-effective and practical technical consulting services and solutions for politically sensitive, complex, and unique projects involving numerous stakeholders and requiring to meet accelerated project schedules. Mr. Tabrizi has performed transportation planning studies dealing with various stages of project development, such as signal warrant analysis, circulation analysis, full traffic impact analysis, roundabout analysis and parking studies. He has prepared traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation for public understanding and discussion. Mr. Tabrizi has also completed a number of transportation engineering and roadway design projects ranging from preparing preliminary studies and reports such as Caltrans Project Reports (PR) and City street improvement concepts to final construction plans, specifications, and cost estimates for Caltrans highway improvement projects.

Mr. Tabrizi is knowledgeable in computer applications for transportation engineering and planning, including AutoCAD, Microstation with InRoads, Traffic, HCS, Synchro/SmartTraffic, and aaSIDRA.

Relevant Experience:

- Raytheon South Campus Specific Plan (El Segundo, CA)
- In-N-Out El Segundo (El Segundo, CA)
- City of Upland City-Wide Engineering & Traffic Survey
- City of Upland City-Wide Traffic Signal & Equipment Review
- Metro Goldwyn Mayer (MGM) Office Building (Beverly Hills, CA)
- Moorpark Studios West - Largest Independent Movie Studios in the US (Moorpark, CA)
- Indian Wells Tennis Garden Stadium (Indian Wells, CA)
- Casino San Pablo Traffic Analysis (San Pablo, CA)
- Glendale Galleria Traffic & Parking Support (Glendale, CA)
- Galleria at Tyfer Expansion Project (Riverside, CA)
- The Shops at Tanforan Site Circulation & Wayfinding (San Bruno, CA)
- The Boulevards at South Bay On-Site Circulation (Carson, CA)
- Hilton Garden Inn Hotel (Irvine, CA)
- Porsche Experience Center (Carson, CA)
- Lost Canyons Residential & Golf Club (Simi Valley, CA)
- Downtown Summer Festival Parking Management Plan (Laguna Beach, CA)
- Walmart (Rialto, CA)
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of the City entering into a Joint Exercise of Powers Agreement to establish the Interoperability Network of the South Bay (INSB). (Fiscal Impact: $0.00).

RECOMMENDED COUNCIL ACTION:
1. Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Agency (JPA) to create the Interoperability Network of the South Bay (INSB) in a form approved by the City Attorney authorize the City Manager to enter into an agreement in a form approved by the City Attorney.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1) Proposed Joint Exercise of Powers Agreement.

FISCAL IMPACT:
Amount Budgeted: $0
Additional Appropriation: $0.00
Account Number(s):

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

BACKGROUND AND DISCUSSION:
Since August 2000, the El Segundo Police and Fire Departments have operated on a “conventional” analog radio system for public safety radio communications. This system was designed to provide superior coverage throughout the City and has certainly proven successful for over a decade and a half.

Although this communication system has functioned well for sixteen years, the radio infrastructure and equipment is aging beyond its useful service life. Additionally, the manufacturer will be discontinuing factory-level maintenance and support by December 31, 2018, after which they will no longer be providing replacement parts and repairs. Further, due to the technological limitations of this equipment, interoperable communications between neighboring agencies remains limited.

Finally and maybe most important, this current system prohibits the ability to communicate in a digital, encrypted mode and restricts “trunking” capabilities. The primary purpose of a digital
trunked radio system is efficiency. A trunked system is a complex computer-controlled two-way radio system that allows sharing of relatively few radio frequency channels among a large group of users. Instead of assigning a radio channel to one particular organization at a time, users are instead assigned to a "talkgroup." When any user in that group wishes to converse with another user in the talkgroup, a vacant radio channel is found automatically by the system and the conversation takes place on that channel. The control channel equipment coordinates all the activity of the radios in the system.

Based on these reasons, Staff believes it is the appropriate time to migrate to a regionalized and more advanced radio option.

In order to achieve interoperability, a JPA is being formed. The goal of this JPA is to establish and maintain a regional, interoperable radio system to be shared by seven member cities including El Segundo, Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach and Torrance. This system will provide radio communications coverage throughout the South Bay jurisdiction and operate as a regional subsystem interdependent with the established system based in Glendale known as the Interagency Communications Interoperability system (ICI).

Funding to build the infrastructure will be through grants awarded to the South Bay Regional Public Communications Authority (SBRPCA) and the City of Torrance. The Prime Site will be located in the City of Torrance and additional sites will be located throughout the South Bay area to ensure adequate coverage remains for El Segundo and all member agencies.

Although no funding is necessary to join the JPA, once the Wide-Area infrastructure is placed into production, initial annual maintenance and service fees for the City of El Segundo are anticipated to be $103,253. This cost will be partially offset by the annual maintenance costs of our current system. Additionally, user equipment including mobile and portable radios will need to replaced and/or upgraded depending on the model of equipment. The expected costs for these upgrades should not exceed $1,320,000, most of which already exists and will be funded through the City’s Equipment Replacement fund. Current mobile and portable radios are either past due or nearing end of service life and will be due for replacement in the upcoming year(s).

Formation of the JPA will establish a governance board of voting directors representing all member cities and will be a body subject to the Brown Act. The JPA board will meet regularly, adopt a budget, seek capitol grant funding, contract for goods and services, and allocate shared system costs based on each member’s 3-year average calls for police and fire service. Each City’s City Manager shall serve as the voting director for that City.

It should be noted that while joining the JPA at this time is non-binding, declining to participate in this venture is not a viable long-term option as the City will need to develop and replace our own stand-alone radio system. Maintaining our own system will not only be costly, but will reduce the number of available radio channels as the City only owns two radio frequencies for public safety use. Access to the SBRPCA frequencies, currently utilized for tactical operations and communications, will no longer be available for El Segundo.

Therefore, it is Staff’s recommendation the City Council authorize the City Manager to enter into an agreement to establish a Joint Powers Agency (JPA) to create the Interoperability Network of the South Bay (INSB).
JOINT EXERCISE OF POWERS AGREEMENT
TO ESTABLISH A JOINT POWERS AGENCY TO CREATE
THE INTEROPERABILITY NETWORK OF THE SOUTH BAY

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this [DATE]
by, between and among the following public agencies:

CITY OF EL SEGUNDO, a municipal corporation in the State of California;
CITY OF GARDENA, a municipal corporation in the State of California;
CITY OF HAWTHORNE, a municipal corporation in the State of California;
CITY OF HERMOSA BEACH, a municipal corporation in the State of California;
CITY OF MANHATTAN BEACH, a municipal corporation in the State of California
CITY OF REDONDO BEACH, a municipal corporation in the State of California
CITY OF TORRANCE, a municipal corporation in the State of California, and

Each of the public agencies executing this Agreement shall individually be referred to as
"Member" or collectively referred to as "Members."

RECITALS

A. Whereas the Members require wide area and interoperable communications, and no
   Member acting independently has the resources to construct a communications network
   providing these capabilities; and

B. Whereas the County of Los Angeles and City of Los Angeles each independently operate and
   maintain radio communications systems which provide wide area radio communications
   capability; and are constructed for optimal coverage within the areas for which these entities
   have responsibility; and

C. Whereas the Members have determined that working in concert and sharing their radio
   communications resources is in the public interest as it provides the most effective and
   economical radio communications network for all participating public entities; and

D. Whereas the goals of the Members are to provide wide area radio communications for the
   Members, and to provide the Members with interoperability with the County of Los Angeles,
   the City of Los Angeles, the Members, and the other independent cities of Los Angeles, as
   well as the Interagency Communications Interoperability System ("ICIS") Master Site in the City
   of Glendale; and
E. Whereas the Members agree that it is their goal to evaluate and if feasible, it is cost effective and appropriate for each Member to cause to be established and to participate in a public safety radio network hereinafter referred to as the "South Bay Communications Network," or "SBC-NET" to meet or enhance their current public safety radio communications needs and to provide an architecture capable of expanding to meet future needs; and

F. Whereas the Members are each empowered, pursuant to Section 6500 et. seq. of the California Government Code to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies ("joint powers agreement") and other powers applicable to joint powers agencies by law.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, Members agree as follows:

ARTICLE I
GENERAL PROVISIONS

1.01 Purpose.
This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500, hereinafter the "Joint Exercise of Powers Act"), relating to the joint exercise of powers common to public agencies. The purpose of this agreement is to create an agency that will engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network. As part of this purpose, members will seek to meet or enhance the current public safety radio communications needs, and provide an architecture capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of a wide-area interoperable public safety communications network. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority.
Pursuant to Government Code Section 6507, there is hereby created a public entity to be known as the "Interoperability Network of the South Bay" (hereinafter referred to as the "Authority"). The Authority shall be a public entity separate and apart from the Members and shall administer this Agreement.

1.03 Governance Board.
The Authority shall be administered by a governance board ("Board") consisting of as many directors as there are Members who are parties to this Agreement, unless and until such number is changed by amendment of this Agreement. At such point the Board shall consist of as many directors as there are Members of the Authority after such amendment of this Agreement becomes effective. The governance board shall consist of the City Manager of each City Member or the City Member’s designee ("Director"). Each Governance Board Director shall have an alternate appointed by the City Manager of each Member or the City Member’s designee, who may act in the Director’s absence ("Alternate Director"). The names of the Directors and Alternate Directors shall be provided to the Chairman of the Governance Board at the first meeting of the Board. Any change of the Directors or Alternate Directors shall be provided to the Chairman of the Board in writing in advance of any subsequent meeting. Any vacancy shall be filled in the same manner as described herein for
appointment. The Board shall be called the "Interoperability Network of the South Bay Powers Authority Governance Board" or "the Board." All voting power of the Authority shall reside in the Board.

1.04 Fiscal Year.
For purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

1.05 Meetings of the Board.

1.05.1 Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held every four months. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the City Clerk of each of the Members.

1.05.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code Section 54950).

1.05.3 Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

1.06 Minutes.
The Secretary of the Board shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

1.07 Voting.
Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Member’s Director. No absentee ballot or proxy shall be permitted.

1.08 Quorum; Required Votes; Approvals.
A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board from time to time. The affirmative votes of a majority of the Directors shall be required to take any action by the Board, except, two-thirds (2/3) vote shall be required to take any action on the following: payment of surplus revenue to Members. A unanimous vote will be required for the issuance of revenue bonds.

1.09 Annual Budget and Administrative Expenses.
The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, prior to the commencement of each Fiscal Year. Administrative expenses as defined in this Section include expenses incurred to perform the duties of Treasurer of the Authority pursuant to Section 2.02.

1.10 Bylaws.
The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its
meetings as are necessary for the purposes hereof.

ARTICLE II
OFFICERS AND EMPLOYEES

2.01 Chairperson, Vice-Chairperson and Secretary.
The Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall
appoint a Secretary who need not be a Director, in July of each calendar year. In the event that the
Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or its represented
Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular
meeting of the Governance Board held after such vacancy occurs. The officers shall perform the duties
normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall
perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the
Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

2.02 Treasurer.
Pursuant to Government Code Sections 6505.5 and 6505.6, the treasurer of the Authority shall be the
Finance Director of the City of Torrance, unless and until the Board by resolution designates another
treasurer, who shall be (1) the treasurer or finance director of one of the Members; (2) a certified public
accountant; or (3) such other officer or employee as the board shall deem qualified to act as treasurer
of the Authority ("Treasurer"). The Treasurer shall be the depository, shall have custody of all of the
accounts, funds and money of the Authority from whatever source, shall have the duties and
obligations set forth in Government Code Sections 6505, 6505.5 and 6547.9.

2.03 Auditor.
The Board shall appoint an auditor who shall be (1) the auditor of one of the Members; or (2) such
other officer or employee as the Authority shall deem qualified to act as auditor of the Authority,
("Auditor"). The Auditor shall perform the functions of auditor for the Authority and shall make or
cause an independent annual audit of the accounts and records of the Authority by a certified
public accountant, in compliance with the requirements of Sections Government Code Sections 6505,
6505.5 and 6505.6 and generally accepted auditing standards.

2.04 Other Employees.
The Board shall have the power by resolution to appoint and employ such other officers,
employees, consultants and independent contractors as may be necessary for the purpose of this
Agreement.

2.05 Privileges and Immunities from Liability.
All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all
pension, relief, disability, workers' compensation and other benefits which apply to the activities
of officers, agents or employees of a public agency when performing their respective functions
shall apply to the officers, agents or employees of the Authority to the same degree and extent while
engaged in the performance of any of the functions and other duties of such officers, agents or
employees under this Agreement. None of the officers, agents or employees directly employed by
the Board shall be deemed, by reason of their employment by the Board to be employed by the
Members or by reason of their employment by the Board, to be subject to any of the requirements of
the Members.
2.06 Bonding of Persons Having Access to Property.
Pursuant to Government Code Section 6505.1, the Members shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Members.

ARTICLE III
STANDING COMMITTEES

3.01 Standing Committees.
The Board shall establish two standing committees to be known as the "Operations Committee" and the "Technical Committee" for purposes of making recommendations to the Board. Each Director shall appoint one representative to each standing committee. Each Committee shall have a Chairperson appointed by the Board and a Vice Chairperson elected by the members of the respective Committee subject to the concurrence of the Board. The Operations Committee members shall be comprised of First Responding Personnel from each Member. The Technical Committee shall be comprised of Radio Communications Personnel from each Member. A quorum of a Committee shall be a majority of its membership. All meetings of each Committee shall be held in accordance with the Ralph M. Brown Act.

3.02 First Responding Personnel.
For purposes of this Agreement, First Responding Personnel shall mean personnel of the departments of fire, police or emergency medical services.

3.03 Radio Communications Personnel.
For purposes of this Agreement, Radio Communications Personnel shall mean personnel responsible for radio system management, planning, maintenance and operation.

ARTICLE IV
POWERS

4.01 General Powers.
The Authority shall have the powers common to each of its Members and shall do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04 of this Agreement. As provided in the Joint Exercise of Powers Act, the Authority shall be a public entity separate from the Members.

4.02 Power to Issue Revenue Bonds.
The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code (hereinafter the "Bond Act"), including the power to issue bonds thereunder, ("Bonds").

4.03 Specific Powers.
The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

4.03.1 To make and enter into contracts, provided that under no circumstance shall the Board
enter into any contract or commit any act of omission which may result in a debt, liability or obligation, either present or future, for any individual Member, unless such Member expressly agrees in writing to be bound by such contract or conduct;

4.03.2 To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;

4.03.3 To employ or engage contractors, agents, or employees;

4.03.4 To sue and be sued in its own name;

4.03.5 To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purpose of the Authority;

4.03.6 To issue bonds and otherwise to incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the Members;

4.03.7 To invest any money in the treasury pursuant to Government Code Section 6505.5 which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Government Code Section 53601; and

4.03.8 To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

4.03.9 To establish the procedures and costs for adding new Members and Subscribers.

4.03.10 To establish a cost allocation procedure that will be based upon the total incident numbers generated by Computer Aided Dispatch (CAD) for each Member in 2013, 2014, and 2015. The total incident numbers for each Agency will be reviewed every two years. The cost allocation procedure will provide for a true up based on the biennial review. Withdrawal of any Member will require the cost allocation to be revised.

4.03.11 To adjust the cost allocation procedure to take into account a Member providing staff to the JPA under Sections 2.02 and 2.03. This could be a credit against the Member’s cost allocation.

4.03.12 To determine costs and obligations subject to the following criteria:
   (a) Costs and obligations stemming from grants issued directly to individual members will be the responsibility of the Member, not the Authority.
   (b) Costs and obligations stemming from grants issued directly to the Authority will be the responsibility of the Authority, will be based upon the adopted cost allocation procedure.
   (c) Costs and obligations related to an asset transferred to the Authority will be the responsibility of the Authority, will be based upon the adopted cost allocation procedure.
   (d) Any costs incurred related to grants to the Authority, assets transferred to the Authority, or assets acquired by the Authority will be based upon the adopted cost allocation procedure.
4.04 Limitation on Exercise of Powers.
All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the City of Torrance and as set forth in this Agreement.

4.05 Obligations of Authority.
The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to Government Code Section 6547.8, no Director shall be personally liable on the Bonds or subject to any personal liability or accountability by reason of the issuance of Bonds.

ARTICLE V
CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

5.01 Contributions.
The Members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; (d) use its personnel, equipment or property in lieu of other contributions or advances; or (e) recovery of costs for staff labor and duties pursuant to Section 2.02 and Section 4.03.12. Contributions will be set pursuant to the procedures found in Section 4.03.10. The provisions of Government Code Section 6513, as it may be amended from time to time, are hereby incorporated into this Agreement by reference.

5.02 Accounts and Reports.
To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent that such activities are not covered by the report of such trustee. The trustee appointed under any indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said indenture or trust agreement as may be desirable to carry out this Agreement.

5.03 Funds.
Subject to the applicable provisions of any instrument or agreement which the Authority may enter into which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody and disburse Authority funds in accordance with laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the purposes of this Agreement.

5.04 Use of Prime Site and Infrastructures.
The City of Torrance shall permit the use of its Prime Site and use of its infrastructure to the Authority,
Members that currently maintain Infrastructure or Members that intend to develop Infrastructure in the future may permit the use of such Infrastructure to the Authority. Members not developing an Infrastructure may permit the use of radio stations and/or trunking-capable frequencies.

5.05 Sharing of Frequencies.
Members holding licenses to frequencies ("Licenses") may authorize the Authority to share the use of such frequencies and/or radio stations in accordance with the Code of Federal Regulations, (47 CFR 90.179). Such authorization may be revoked by the Member holding the License at any time, upon 90 days advanced written notice to the Authority. Licenses to frequencies shall remain primary to the Member holding the License. Any authorization for the use of such License shall be made pursuant to a written agreement between the Member and Authority. Member Agencies shall permit the use of their current or future sites as shared sites.

5.06 Infrastructure.
For purposes of this Agreement, Infrastructure shall mean an interconnected trunked radio system or remote site, not including the Prime Site or improvements thereto, or any system microwave.

5.07 Prime Site.
For purposes of this Agreement, Prime Site shall mean the City of Torrance’s systems and equipment through which the infrastructure components are interconnected and which controls subscribers roaming through remote sites.

5.08 Upgrade and Replacement
Subject to the Board's approval based on an interval or criteria of its own choosing, the costs related to equipment upgrades and replacements shall be allocated per the approved model, provided that they improve the capabilities or extend the useful life of the overall system. This shall apply to jointly-owned JPA assets and agency-owned assets, as unanimously agreed upon by the Board.

ARTICLE VI
TERM, WITHDRAWAL AND TERMINATION

6.01 Term.
This Agreement shall become effective, and the Authority shall come into existence, on the date when at least two Members have approved and executed this Agreement, and this Agreement and the Authority shall thereafter continue in full force and effect so long as there are at least two Members who are participating as part of the Authority. However, if any Bonds have been issued and remain outstanding, this Agreement cannot be terminated, and Members benefiting from such Bonds shall not withdraw from the Authority, until all revenue bonds or other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture) adopted by the Board. No termination or amendment shall be made which is contrary to the language, spirit or intent of any contract and/or grant agreement entered into by the Authority.

6.02 Withdrawal by Members.
Subject to the restriction on withdrawal contained in Section 6.01 above, members of the Authority may withdraw from membership based upon the following provisions. Members who do not provide Infrastructure to the Authority shall provide ninety (90) days advanced written notice of intent to withdraw from the Authority to the Chairperson. Members which provide Infrastructure to the Authority, shall provide twelve (12) months advanced written notice of intent to withdraw from the
Authority to the Chairperson. The City of Torrance shall provide twenty-four (24) months advanced written notice of intent to withdraw from the Authority to the Chairperson. In the event the City of Torrance withdraws from the Authority, the Authority and/or the remaining Members independently shall have the right and option, for consideration received, to remain interconnected with City of Torrance’s Prime Site, provided City of Torrance radio users retain the right to roam onto those Members' Infrastructure, and the Members provide funds that are mutually agreeable and sufficient for the maintenance of that portion of the Prime Site used by the Members. This option must be exercised by entering into a separate agreement between the City of Torrance and by the adoption of a resolution by the Board or by the governing body of the Member on or before sixty (60) days prior to the last day for withdrawal of the City of Torrance.

6.03 Financial Liability of Withdrawing Members

(a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.

(b) The withdrawing Member must continue to pay its share of operating costs during the ninety day, twelve month, or twenty-four month notice period, as applicable, after submitting its written notice of the intent to withdraw.

(c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.

(d) If a withdrawing Member holds a seat on the Board, that Member’s participation on the Board shall immediately cease when the written notice to withdraw is submitted.

6.04 Retention of Assets by Withdrawing Members.
Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing member shall consider options for the Authority’s continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member’s System Components shall be terminated upon the effective date of withdrawal, and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

6.05 Termination of Authority and Disposition of Assets.
Upon termination of this Agreement and dissolution of the Authority by all Members then party to this Agreement and after payment of all obligations of the Authority, all property of the Authority, both real and personal, shall be divided among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. Upon a vote of a two-thirds majority of the Board, the Board may sell such property and distribute the proceeds of such sale among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. If the assets consist of money, any money in the possession of the Authority shall be divided in proportion to the contributions made by the Members then party to this Agreement. Members shall hold their licenses and retain their licensing rights to the shared frequencies authorized to the Authority. In addition, each Member shall hold their Licenses and retain their Licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.05
and any Infrastructure provided by the Member to the Authority shall remain the sole asset of that Member.

6.06 Inability to Contribute
Should a Member not be able to pay their share of any Board approved cost, they agree to withdraw from the JPA and forfeit any prior real or financial contributions. All other provisions in this Agreement shall remain intact as described (i.e. frequency sharing, site sharing). At the Board’s discretion, based on a majority vote, it may allow a Member a 30-day late payment grace period or a 1-time adjusted allocation with the Member owing nothing.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 Notices.
Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk of each of the City Members and the Executive Director of the Authority at their principal place of business. Any written notice sent by first class United States mail shall be deemed given on the third (3rd) business day after deposit. Any written notice sent via certified return receipt requested shall be deemed given on the date such return receipt is signed by the addressee.

7.02 Amendment; Addition of Members.

7.02.1 In addition to the original signatories to this Agreement, any local agency may become a Member of the Authority. The addition of any local agency shall become effective upon:
   (i) the execution on behalf of such local agency of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
   (ii) the adoption of a resolution of the Board admitting that local agency to the Authority. As used in this Section, local agency shall mean a county, a city, whether general law or chartered, or a joint powers agency.

7.02.2 This Agreement may be amended at any time by a minimum two/thirds (2/3) agreement of the then existing Members, evidenced by the execution of a written amendment to this Agreement.

7.03 Membership.
Notwithstanding any other provisions of this Agreement, if all the Members named on the first page of this Agreement have not approved and executed this Agreement on or before May 1, 2016, but two or more of the Members have approved and executed this Agreement on or before said date, then the Authority shall be deemed created by only those Members who have approved and executed this Agreement on or before said date, and only those agencies shall be parties to this Agreement. After May 1, 2016, any agencies who are not then parties to this Agreement may become parties in the manner set forth in Section 7.02.1.

7.04 Consents and Approvals.
Any consents or approvals required under this Agreement shall not be unreasonably withheld.
7.05 Enforcement of Authority.
The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

7.06 Severability.
If anyone or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.07 Successors.
This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

7.08 Assignment.
No Member shall assign any rights or obligations under this Agreement without the prior written consent of all other Members.

7.09 Governing Law.
This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

7.10 Headings.
The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

7.11 Counterparts.
This Agreement may be executed in counterparts

7.12 No Third-Party Beneficiaries.
This Agreement and the obligations hereunder are not intended to benefit any party other than the SBC-NET JPA and its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party’s performance or nonperformance under this Agreement, except as expressly provided otherwise herein.

7.13 Filing of Notice of Agreement.
Within 30 days after this Agreement becomes effective, the City of Torrance shall file with the Secretary of State the notice of Agreement required by Government Code Section 6503.5.

7.14 Conflict of Interest Code.
The Board shall adopt a conflict of interest code as required by law.

7.15 Indemnification.
The Authority shall defend, indemnify and hold harmless each of the Members from any and all claims, losses, suits, injuries, damages, costs and expenses, including attorney's fees, arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees, to the extent of the Authority's negligence or willful misconduct. The indemnity granted under this
Section shall extend to the officers, agents, employees and contractors of each indemnified party.

7.16 Dispute Resolution/Legal Proceedings.
Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority. If any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as follows:

CITY OF EL SEGUNDO

Approved as to form

__________________________  ______________________________
Mayor, City of El Segundo    City Attorney, City of El Segundo

CITY OF GARDENA

Approved as to form

__________________________  ______________________________
Mayor, City of Gardena      City Attorney, City of Gardena

CITY OF HAWTHORNE

Approved as to form

__________________________  ______________________________
Mayor, City of Hawthorne    City Attorney, City or Hawthorne

CITY OF HERMOSA BEACH

Approved as to form

__________________________  ______________________________
Mayor, City of Hermosa Beach City Attorney, City of Hermosa Beach
CITY OF MANHATTAN BEACH

Mayor, City of Manhattan Beach

Approved as to form

City Attorney, City of Manhattan Beach

CITY OF REDONDO BEACH

Mayor, City of Redondo Beach

Approved as to form

City Attorney, City of Redondo Beach

CITY OF TORRANCE

Mayor, City of Torrance

Approved as to form

City Attorney, City of Torrance
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGOENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the July 5, 2016 City Council Meeting.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve cancellation of the July 5, 2016 City Council Meeting;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

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

ORIGINATED BY: Tracy Weaver, City Clerk
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The July 2016 City Council meeting is scheduled for Tuesday, July 5, 2016. City Hall will be closed June 30th through July 4th for the Holiday weekend.

City Council will receive the Agenda Packet the Thursday before the Holiday weekend. Does City Council wish to consider cancelling the July 5, 2016 meeting due to the Holiday weekend?
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: June 7, 2016
AGENDA HEADING: Mayor Fuentes

AGENDA DESCRIPTION:
Consideration and possible action for council to direct staff to address concerns regarding overnight parking of oversized vehicles and trailers by researching effective regulation and gathering public input and report back with options for City Council consideration. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1) Direct staff to develop options to limit or prohibit overnight parking of oversized vehicles and report back to City Council.
2) Alternatively, discuss and take other action as required.

ATTACHED SUPPORTING DOCUMENTS:
None

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

ORIGINATED BY: Mickie Tagle, Senior Executive Assistant
REVIEWED BY: Suzanne Fuentes, Mayor
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Overnight parking of oversized vehicles and trailers has been a source of complaints from both residents and businesses such as:

- Obstruction of view of approaching traffic at driveways and intersections
- Trip and fall hazards due to temporary electrical hook ups to residences
- Persons living in vehicles near residences, schools, and businesses
- Reduced availability of parking in impacted residential areas
- Restricting or slowing of fire apparatus on narrow streets
- Illegal dumping of garbage and waste onto the streets
- Reduced roadway for bicyclists and motorists
- Roadway used as auxiliary storage

Preliminary staff research indicates an amendment to the ESMC 8-5-6B enabling overnight parking restrictions may provide a tool for the Police Department to address complaints and help to make it easier to enforce codes equally and impartially.
Local cities dealt with similar issues by adopting ordinances that prohibit overnight parking or in general, regulated parking of oversized vehicles unless an exception is met or permit is issued. Examples:

- Redondo Beach (RBMC 3-7.2102) – “Oversized vehicles may not stop, stand, park or be left standing...between 2:00 a.m. and 6:00 a.m. unless otherwise authorized by the Municipal Code.”
- Santa Monica (SMMC 3.12.860) – “Between the hours of 9:00 p.m. and 6:00 a.m. on any public street or alley in the City, no person shall park...unless such person shall have a permit...”
- Torrance (TMC 3686) – “No person shall park or leave standing any Oversized Vehicle upon any public street or highway in the City.” (Unless such person meets a municipal code exception and/or has a permit.)

**RECOMMENDED ACTION:**
Further due diligence is required and the community’s valuable input is necessary. Therefore, I request that council direct staff to start the process of exploring the issue, seek community involvement, and to report back to Council with a proposal that addresses and resolves the issues and concerns raised.