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.

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 16, 2017 – 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): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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


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

1. Public Employee Performance Evaluation
   Title: City Manager

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): -4- matters
1. **Employee Organizations**: Police Management Association; Supervisory, Professional Employees Association; City Employee Association and Executive Group.

   Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8):** -0-matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 16, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Lee Carlile, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Dr. Don Brann
PRESENTATIONS

a) Proclamation – May 21-27, 2017 as National Public Works Week

b) Proclamation – Saturday, May 20, 2017 as Super CPR Saturday

c) Presentation – Chevron El Segundo Refinery’s New Safety Program

d) Presentation - LADWP Scattergood Unit 3 Decommissioning Project Briefing


ROLL CALL

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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)
1. Consideration and possible action regarding adoption of Addendum No. 1 to an approved Mitigated Negative Declaration and approval of Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01 to amend the Downtown Specific Plan as follows: 1) Remove the requirement that upper-floor residential occupants must also be commercial tenants or owners of the business below; 2) Establish a new parking requirement for new residential units; and 3) Miscellaneous cleanup. Applicant: Bill Ruane
(Fiscal Impact: None)
Recommendation – 1) Conduct a public hearing; 2) Take testimony and other evidence as presented; 3) Introduce and waive first reading of an Ordinance (Specific Plan Amendment No. SPA 17-01) amending the Downtown Specific Plan regarding residential uses; 4) Schedule second reading and adoption of the Ordinance on June 6, 2017; 5) Alternatively, discuss and take other possible action related to this item.

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.

2. Warrant Numbers 3016311 through 3016460 on Register No. 15 in the total amount of $515,185.20 and Wire Transfers from 4/24/17 through 5/7/17 in the total amount of $1,369,673.10.
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.

3. Regular Meeting Minutes of May 2, 2017 and Special Meeting Minutes of May 9, 2017.
Recommendation – Approval
4. Consideration and possible action to approve Final Vesting Map No. 71582, a residential subdivision comprised of 34 multi-family dwelling units and 24 single-family dwelling units, and private streets, located at 540 East Imperial Avenue.  
(Fiscal Impact: N/A) 
Recommendation – 1) Adopt the proposed Resolution, approving Final Vesting Map No. 71582, subject to the conditions in Exhibit A; 2) Authorize the appropriate City Official(s) to sign and record said Map; 3) Alternatively, discuss and take other possible action related to this item.

5. Consideration and possible action authorizing the Fire Department to purchase a new 2017 Chevy Suburban All Wheel Drive Command Vehicle.  
(Fiscal Impact: $77,634.33) 
Recommendation – 1) Pursuant to El Segundo City Code Section 1-7-10, waive the formal bidding process and authorize the Fire Department to piggy-back off of the Los Angeles County ISD Request for Bid Number: RFB-IS-17201166-1, for the purchase of a new command vehicle; 2) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to purchase one 2017 Chevy Suburban AWD SUV command vehicle with available equipment replacement funds; 3) Alternatively, discuss and take other possible action related to this item.

6. Consideration and possible action regarding a two-year renewal of the cost sharing agreement in a form approved by the City Attorney with the City of Redondo Beach for operation of Beach Cities Transit (BCT) Line 109 for FY17/18 and FY18/19 and a one-time contribution towards a Real-Time Information System, in conjunction with the cities of Hermosa Beach, Redondo Beach, and Manhattan Beach.  
(Fiscal Impact: $43,417 for FY17/18 and not to exceed $25,689 for FY18/19 Proposition C funds) 
Recommendation – 1) Approve the two-year renewal of the cost sharing agreement with BCT for operation of Transit Line 109 and a one-time contribution towards the Real-Time Information System; 2) Authorize the Mayor to execute Transit Service Operation Agreement in a form approved by the City Attorney; 3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding 1) Approval of the Examination Plan for the Personnel Merit System job classification of Plan Check Engineer.  
(Fiscal Impact: None) 
Recommendation – 1) Approve the Examination Plans for Plan Check Engineer; 2) Alternatively, discuss and take other action related to this item.
F. NEW BUSINESS

8. Consideration and possible action to oppose SB649 (Hueso) Wireless Telecommunication Facilities & Proposed Amendments to Install Small Cells by Right.
   (Fiscal Impact: None)
   Recommendation – 1) Direct staff to prepare an opposition letter to be signed by the Mayor and sent to State Senator Ben Hueso (sponsor), with copies sent to local representatives State Senator Ben Allen and State Assembly Member Autumn Burke; 2) Alternatively, discuss and take other possible action related to this item.

   (Fiscal Impact: Increase of $769,003 to the General Fund Expenditures and a decrease of $229,242 to the General Fund Revenues for a net reduction of $998,245 to the General Fund undesignated reserve balance; an increase of $847,830 to other funds’ expenditures; and an increase of $1,062,709 to other funds’ revenues)
   Recommendation - 1) Receive and File FY 2016-17 2nd Quarter Financial Review; 2) Approve the appropriation requests itemized in Attachment A; 3) Alternatively discuss and take other action related to this item.

10. Consideration and possible action to receive an informational report on the Strategic Work Plan quarterly update and the Key Performance Indicators (KPIs) for the month of April 2017.
    (Fiscal Impact: none)
    Recommendation – 1) Receive and file an informational report on the Strategic Work Plan quarterly update; 2) Receive and file an informational report on April KPIs; 3) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

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

Council Member Brann –

Council Member Pirsztuk –

Council Member Dugan –

Mayor Pro Tem Boyles –

Mayor Fuentes –

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MEMORIALS –

CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 5-11-17
TIME: 7:45 am
NAME: [Handwritten Signature]

9
Proclamation

City of El Segundo, California

WHEREAS, Public works services are central to the health, safety, and general well-being of our citizens’ everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and facilities such as streets and highways, water utilities, sewers, storm drains, public buildings, and solid waste collection; and

WHEREAS, the quality and effectiveness of these systems and facilities, as well as their planning, design, construction and maintenance, are vitally dependent upon the efforts and skill of dedicated public works professionals; and

WHEREAS, the efficiency of said professionals who staff public works departments is materially influenced by the people’s attitude and understanding of the importance of the work they perform;

NOW, THEREFORE, the Mayor and Members of the City Council do hereby proclaim the week of May 21-27, 2017 as “National Public Works Week” in the City of El Segundo and call upon the citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works officials make every day to our health, safety, comfort, and quality of life.

Mayor Suzanne Fuentes

Mayor Pro Tem Drew Boyles

Council Member Michael Dugan

Council Member Carol Parsztuk

Council Member Dr. Don
WHEREAS, Over 70 percent of Americans may feel helpless to act during a cardiac emergency because they either do not know how to administer CPR or their training has significantly lapsed.

WHEREAS, More than 350,000 people suffered from cardiac arrest in the United State last year.

WHEREAS, Citizen CPR was performed on 46.1 percent of the people who suffered a cardiac arrest, and the overall survivor rate was 12 percent.

WHEREAS, Seventy percent of out-of-hospital cardiac arrests occur in the home.

WHEREAS, It has been proven that early access to the Emergency Medical System, Early CPR and use of an AED contribute to the survivability of a person who has suffered a cardiac arrest.

WHEREAS, The El Segundo Fire Department and the American Red Cross have historically provided exemplary emergency medical care and training, and continue this tradition with Super CPR Saturday.

WHEREAS, El Segundo High School provides a critical element for Super CPR Saturday by allowing use of the school’s facilities that accommodates the training of approximately 300 people.

WHEREAS, Super CPR Saturday receives generous financial and in-kind support from our corporate sponsors (Chevron, NRG, Teledyne Controls, Continental Development Corporation, Embassy Suites, Raytheon, Rinaldi’s, McDonald’s, Doubletree Hotel and Clockwork Enterprises) that enables this valuable community event to be held.

NOW, THEREFORE, the Mayor and the Members of the City Council of the City of El Segundo, California, hereby proclaim Saturday, May 20, 2017, as SUPER CPR SATURDAY, and encourage participation in CPR training.
Presentation

Chevron El Segundo Refinery's New Safety Program
Presentation

LADWP Scattergood Unit 3 Decommissioning Project Briefing
AGENDA DESCRIPTION:
Presentation of Investment Portfolio Report
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Receive and File
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Investment Portfolio Report – March, 2017

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

STRATEGIC PLAN:
Goal: 5 Champion Economic Development & Fiscal Sustainability
Objective: 3 The City will maintain a stable, efficient, and transparent financial environment

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

BACKGROUND AND DISCUSSION:
The Treasury Department presents the March, 2017 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: May 16, 2017

From: Office of the City Treasurer

To: El Segundo City Council

RE: Investment Portfolio Report – As of March 31, 2017

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, 2017 are as follows:

<table>
<thead>
<tr>
<th>Security Type</th>
<th>Cost</th>
<th>Market value</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td>23,480,461.50</td>
<td>23,369,951.20</td>
<td>28.19%</td>
</tr>
<tr>
<td>Corp. Bonds</td>
<td>3,527,200.00</td>
<td>3,486,695.00</td>
<td>4.21%</td>
</tr>
<tr>
<td>CD’s</td>
<td>9,352,938.75</td>
<td>9,361,532.80</td>
<td>11.29%</td>
</tr>
<tr>
<td>Union Bank Trust</td>
<td>36,360,600.25</td>
<td>36,218,179.00</td>
<td>43.68%</td>
</tr>
<tr>
<td>Plaza Bank CBD</td>
<td>5,000,000.00</td>
<td>5,000,000.00</td>
<td>6.03%</td>
</tr>
<tr>
<td>LAIF Immediate</td>
<td>20,750,717.95</td>
<td>20,750,717.95</td>
<td>25.03%</td>
</tr>
<tr>
<td>LAIF Sr. Housing</td>
<td>1,095,221.77</td>
<td>1,095,221.77</td>
<td>1.32%</td>
</tr>
<tr>
<td>LAIF - LAWA</td>
<td>10,627,444.05</td>
<td>10,627,444.05</td>
<td>12.82%</td>
</tr>
<tr>
<td>LAIF Subtotal</td>
<td>32,473,383.77</td>
<td>32,473,383.77</td>
<td>39.17%</td>
</tr>
<tr>
<td><strong>Total Invested</strong></td>
<td><strong>73,833,984.02</strong></td>
<td><strong>73,691,562.77</strong></td>
<td><strong>88.88%</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>9,216,062.00</td>
<td>9,216,062.00</td>
<td>11.12%</td>
</tr>
<tr>
<td><strong>Total Portfolio</strong></td>
<td><strong>83,050,046.02</strong></td>
<td><strong>82,907,624.77</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>$48,474,050</td>
<td>$25,217,513</td>
<td>$73,691,563</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Yield</th>
<th>0.851%</th>
<th>1.548%</th>
<th>1.089%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Wtd. Maturity</td>
<td>45 Days</td>
<td>2.83 Years</td>
<td>1.05 Years</td>
</tr>
<tr>
<td>Benchmark Yield</td>
<td>0.76%</td>
<td>1.50%</td>
<td>1.03%</td>
</tr>
</tbody>
</table>

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

The interest income received during the period was:

<table>
<thead>
<tr>
<th>Month</th>
<th>Invested Cost</th>
<th>Interest Received</th>
<th>% Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>68,088,984</td>
<td>66,996.77</td>
<td>1.18%</td>
</tr>
<tr>
<td>February</td>
<td>74,333,984</td>
<td>52,599.14</td>
<td>0.85%</td>
</tr>
<tr>
<td>March</td>
<td>73,833,984</td>
<td>36,912.01</td>
<td>0.60%</td>
</tr>
</tbody>
</table>

| Avg/Total * | 72,085,651 | 156,507.92 | 0.87% |

* Note: the monthly fluctuation is because interest on most bonds is paid semi-annually, with LAIF paid quarterly, and some investments paid monthly.

**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:

### Partial List of Allowable Investment Instruments for Local Agencies

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Maximum Maturity</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>
</tr>
</thead>
<tbody>
<tr>
<td>Local Agency Bonds</td>
<td>5 years</td>
<td>None</td>
<td>None</td>
<td>0.00%</td>
<td>Y</td>
</tr>
<tr>
<td>U. S Treasury Obligations</td>
<td>5 years</td>
<td>None</td>
<td>None</td>
<td>0.00%</td>
<td>Y</td>
</tr>
<tr>
<td>US Agency Obligations</td>
<td>5 years</td>
<td>None</td>
<td>None</td>
<td>28.19%</td>
<td>Y</td>
</tr>
<tr>
<td>Negotiable Certificates of Deposit</td>
<td>5 years</td>
<td>30%</td>
<td>None</td>
<td>11.29%</td>
<td>Y</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>5 years</td>
<td>15%</td>
<td>&quot;A&quot; Rating</td>
<td>4.21%</td>
<td>Y</td>
</tr>
<tr>
<td>Collateralized Bank Deposits</td>
<td>5 years</td>
<td>None</td>
<td>None</td>
<td>6.03%</td>
<td>Y</td>
</tr>
<tr>
<td>Local Agency Investment Fund (LAIF)</td>
<td>N/A</td>
<td>None</td>
<td>None</td>
<td>39.17%</td>
<td>Y</td>
</tr>
</tbody>
</table>

### Investment Type: Medium Term Notes - As of: March, 2017

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Issuer</th>
<th>Maximum Specified % of Portfolio</th>
<th>Minimum Quality Requirements</th>
<th>Actual S&amp;P Rating</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>A</td>
<td>4.21%</td>
<td>Y</td>
<td>3,486,695</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>HSBC USA, INC.</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>A</td>
<td>0.59%</td>
<td>Y</td>
<td>487,165</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>WELLS FARGO &amp; CO.</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>A</td>
<td>0.60%</td>
<td>Y</td>
<td>500,360</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>CATERPILLAR FINANCIAL SVCS</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>A</td>
<td>0.60%</td>
<td>Y</td>
<td>498,835</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>GENERAL ELECTRIC CAP CORP</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>AA-</td>
<td>0.60%</td>
<td>Y</td>
<td>500,310</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>TOYOTA</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>AA-</td>
<td>0.60%</td>
<td>Y</td>
<td>495,930</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>WALT DISNEY CO</td>
<td>3%</td>
<td>&quot;A&quot; Rating</td>
<td>A</td>
<td>0.60%</td>
<td>Y</td>
<td>499,310</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>A</td>
<td>0.61%</td>
<td>Y</td>
<td>503,785</td>
</tr>
</tbody>
</table>
Investment Environment:

During the first quarter of 2017, short term rates up to one year increased significantly, ending much higher than they were at the beginning of the quarter. As of May 2nd, the rates up to two years have increased to above where they were at March 31st, but the three and five year yields are slightly lower. The FOMC raised the Federal Funds Rate at the March meeting to 0.75-1.00%, and it appears that the Fed may raise rates one to two more times during 2017. The current expectation is for gradual increases, but this could change depending on the current economic data.

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 4/3/17)

<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>0.73</td>
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<td>2 Year</td>
<td>1.22</td>
<td>1.21</td>
<td>1.24</td>
<td>1.27</td>
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<tr>
<td>3 Year</td>
<td>1.44</td>
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<td>5 Year</td>
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<td>1.89</td>
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<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>0.83</td>
<td>0.83</td>
<td>0.83</td>
<td>0.81</td>
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<tr>
<td>2yr AAA</td>
<td>0.81</td>
<td>0.82</td>
<td>0.83</td>
<td>0.78</td>
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<tr>
<td>2yr A</td>
<td>0.74</td>
<td>0.73</td>
<td>0.66</td>
<td>0.81</td>
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<tr>
<td>5yr AAA</td>
<td>1.25</td>
<td>1.25</td>
<td>1.34</td>
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</tr>
<tr>
<td>5yr AA</td>
<td>1.32</td>
<td>1.35</td>
<td>1.39</td>
<td>1.43</td>
</tr>
<tr>
<td>5yr A</td>
<td>1.42</td>
<td>1.43</td>
<td>1.44</td>
<td>1.67</td>
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<th>Corporate Bonds</th>
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<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>1.34</td>
<td>1.32</td>
<td>1.35</td>
<td>1.33</td>
</tr>
<tr>
<td>2yr A</td>
<td>1.34</td>
<td>1.43</td>
<td>1.36</td>
<td>1.45</td>
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<td>5yr AAA</td>
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<td>5yr AA</td>
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<td>2.05</td>
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<tr>
<td>5yr A</td>
<td>2.18</td>
<td>2.19</td>
<td>2.22</td>
<td>2.37</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. We have added the prior year to highlight the changes that have occurred this year. For 2017, the Chevron payment was received in April, accounting for the variance between March of 2017 and March of 2017.
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 2017) |
|-----------------|--------|--------|--------|--------|
| Variable        | 2017   | 2018   | 2019   | Longer run |
| Change in real GDP | 2.0 - 2.2 | 1.8 - 2.3 | 1.8 - 2.0 | 1.8 - 2.0 |
| December projection | 1.9 - 2.3 | 1.8 - 2.2 | 1.8 - 2.0 | 1.8 - 2.0 |
| Unemployment rate | 4.5 - 4.6 | 4.3 - 4.6 | 4.3 - 4.7 | 4.7 - 5.0 |
| December projection | 4.5 - 4.6 | 4.3 - 4.7 | 4.3 - 4.8 | 4.7 - 5.0 |
| PCE inflation | 1.8 - 2.0 | 1.9 - 2.0 | 2.0 - 2.1 | 2.0 |
| December projection | 1.7 - 2.0 | 1.9 - 2.0 | 2.0 - 2.1 | 2.0 |
| Core PCE inflation | 1.8 - 1.9 | 1.9 - 2.0 | 2.0 - 2.1 |
| December projection | 1.8 - 1.9 | 1.9 - 2.0 | 2 |

Memo: Projected appropriate policy path

| Federal funds rate | 1.4 - 1.6 | 2.1 - 2.9 | 2.6 - 3.3 | 2.8 - 3.0 |
| December projection | 1.1 - 1.6 | 1.9 - 2.6 | 2.4 - 3.3 | 2.8 - 3.0 |
Unemployment

Source: http://data.bls.gov/cgi-bin/surveymost?bls

Inflation:

Inflation Rates by Month
Average Inflation Rates by Year


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.

In the past 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 $1,095,221.77 which belong to the El Segundo Senior Citizens Housing Fund and is now shown as its own LAIF balance. There are also LAWA RSI (Los Angeles World Airports Residential Sound Insulation) funds of $10,627,444.05 included in the City’s LAIF balances. The applicable interest for these accounts is posted quarterly in the same manner as the regular City LAIF interest posting.

In October we deposited $5,000,000 into a Collateralized Bank Deposits account at Plaza Bank. This is a special account structure set up for Government funds and backed by a Federal Home Loan Bank of San Francisco Irrevocable Letter of Credit. The interest rate is above that of LAIF, and the funds, while intended for a 1 year deposit, are available if needed.
City of El Segundo
Investment Advisory Committee
Liquidity Schedule
As of: March 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Availability</th>
<th>Par Value</th>
<th>Cumulative Balances</th>
<th>Cumulative % of Total Assets</th>
<th>% of Total Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Bank</td>
<td>Immediate</td>
<td>9,216,062.00</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>$9,216,062.00</td>
<td>$9,216,062.00</td>
<td>11.09%</td>
<td>11.09%</td>
</tr>
<tr>
<td>L.A.I.F. (State of California)</td>
<td>LAIF Immediate</td>
<td>$20,750,717.95</td>
<td>$29,966,779.95</td>
<td>36.07%</td>
<td>24.98%</td>
</tr>
<tr>
<td>Cash Immediate</td>
<td></td>
<td>$29,966,779.95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.A.I.F. - Senior Housing Fund</td>
<td>LAIF Immediate</td>
<td>1,095,221.77</td>
<td>$31,062,001.72</td>
<td>37.36%</td>
<td>1.32%</td>
</tr>
<tr>
<td>L.A.I.F. - LAWA (Restricted)</td>
<td>LAIF Immediate</td>
<td>10,627,444.05</td>
<td>$41,699,445.77</td>
<td>50.18%</td>
<td>12.79%</td>
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<tr>
<td>Plaza Bank CBD</td>
<td></td>
<td>5,000,000.00</td>
<td>$46,689,445.77</td>
<td>56.20%</td>
<td>6.02%</td>
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<td>Portfolio Investments:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>&lt; 30 Days</td>
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<td>$0.00</td>
<td>$46,689,445.77</td>
<td>56.20%</td>
<td>0.00%</td>
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<tr>
<td>31 to 90 Days</td>
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<td>$48,539,445.77</td>
<td>58.43%</td>
<td>2.23%</td>
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<tr>
<td>91 to 180 Days</td>
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<td>$2,244,000.00</td>
<td>$50,783,445.77</td>
<td>61.13%</td>
<td>2.70%</td>
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<tr>
<td>181 to 365 Days</td>
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<td>$6,909,000.00</td>
<td>$57,692,445.77</td>
<td>69.44%</td>
<td>8.32%</td>
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<tr>
<td>1 to 2 Years</td>
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<td>$7,735,000.00</td>
<td>$65,427,445.77</td>
<td>78.7%</td>
<td>9.31%</td>
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<tr>
<td>2 to 3 Years</td>
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<td>$5,855,000.00</td>
<td>$71,282,445.77</td>
<td>85.80%</td>
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<tr>
<td>3 to 4 Years</td>
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<td>$7,190,000.00</td>
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<tr>
<td>4 to 5 Years</td>
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<td>$4,605,000.00</td>
<td>$83,077,445.77</td>
<td>100.00%</td>
<td>5.54%</td>
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<td>Subtotal</td>
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<td>$53,110,665.82</td>
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<td></td>
</tr>
<tr>
<td>Grand Total</td>
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<td>$83,077,445.77</td>
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<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

Investment Portfolio subtotal $73,981,363.77

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**Investments by Maturity Date**

Market Value

---

Page 10
City of El Segundo  
Investment Advisory Committee  
Investments by Security Type  
As of: March 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Availability</th>
<th>Market Value</th>
<th>Cumulative Balances</th>
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</thead>
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<tr>
<td></td>
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<td>% of Total Assets</td>
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<tr>
<td>Cash in Bank</td>
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<td>Chase</td>
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<td>Union Bank - Trust Account</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash in Bank - Total</td>
<td></td>
<td>$9,216,062.00</td>
<td>$9,216,062.00</td>
</tr>
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<tr>
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<tr>
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<td>10,627,444.05</td>
<td>$41,689,445.77</td>
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<td>Plaza Bank CBD</td>
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<td>5,000,000.00</td>
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<td>Portfolio Investments:</td>
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<td>CD's</td>
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<td>Gov't Obligations</td>
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<td>Bonds</td>
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Subtotal: $52,940,844.82

Grand Total: $82,907,624.77 (100.00%)

Investment Portfolio subtotal: $73,691,562.77

**Investments by Security Type**

- Cash Immediate
- LAIF Immediate
- LAIF - Senior Housing
- LAIF - LAWA
- Plaza Bank CBD
- CD's
- Gov't Obligations
- Bonds
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of Addendum No. 1 to an approved Mitigated Negative Declaration and approval of Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01 to amend the Downtown Specific Plan as follows:
   1. Remove the requirement that upper-floor residential occupants must also be commercial tenants or owners of the business below;
   2. Establish a new parking requirement for new residential units; and
   3. Miscellaneous cleanup.
   (Fiscal Impact: None) (Applicant: Bill Ruane)

RECOMMENDED COUNCIL ACTION:

1. Conduct a public hearing;
2. Take testimony and other evidence as presented;
3. Introduce and waive first reading of an Ordinance (Specific Plan Amendment No. SPA 17-01) amending the Downtown Specific Plan regarding residential uses;
4. Schedule second reading and adoption of the Ordinance on June 6, 2017; and/or
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Ordinance
   a. Exhibit A – Addendum No. 1 to EA/MND
3. Planning Commission Staff Report and Minutes Dated April 13, 2017
4. Planning Commission Staff Report Dated April 27, 2017
5. City Council Staff Report and Minutes Dated May 1, 2001
6. City Council Staff Report and Minutes Dated May 15, 2001

FISCAL IMPACT: None

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

STRATEGIC PLAN:

Goal: 4(a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City

Objective:
The City engages in new initiatives that continue to move the City forward
The City engages in prospective thinking that allows the City to do more than keep up

ORIGINATED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
BACKGROUND AND DISCUSSION

Prior to the adoption of the Downtown Specific Plan (DSP), the area was zoned Downtown Commercial (CR-S). This zoning permitted residential units only as upper-floor accessory uses at a density of 1 unit per 4,356 square feet of lot area. The code at the time required 2 parking spaces per unit.

In 1998, the City Council created the Downtown Task Force comprised of community and business leaders appointed by the City Council. In November 1998, the Task Force presented a summary report entitled “Developing a Vision for Downtown El Segundo.” The City Council reviewed the report and recommendations, and later directed staff to begin the preparation of a Downtown Specific Plan to implement the vision plan document. In July 1999, the City Council re-formed the Downtown Task Force to develop a Specific Plan and Vision Statement for future development of the Downtown area. The aim of the Specific Plan was the revitalization of the core area of the City, in order to make the Downtown more walkable and livable. The Downtown Task Force conducted numerous public meetings and workshops, resulting in a Specific Plan Concept Document and Vision Statement, which included allowing residential units on the second floor of commercial buildings. The draft Specific Plan document was presented to the Planning Commission, which then made a recommendation that the City Council adopt the DSP.

On June 20, 2000, the City Council considered the draft DSP, which included a recommendation that two residential units per 25-foot wide lot be allowed, and that two on-site parking spaces be provided per unit. The Council directed staff to investigate the feasibility of requiring that the residential unit above a commercial space be occupied only by the owner of the business below.

The City Attorney’s office then opined that such a development standard would be unenforceable, and the City Council directed staff to delete the allowance for residential units within the DSP. Thus, on August 1, 2000, the City Council adopted a DSP that did not list residential as a permitted use, effectively prohibiting residential uses and development in the downtown area.

The following year, however, the City Council directed staff to amend the DSP to allow the development of dwelling units on the second floor of buildings for tenants/business owners of the first floor businesses only. As part of the Planning Commission’s review, the Commission questioned the enforceability of the amendment and discussed the benefits of residential use downtown (i.e. eyes on the street, reduction of vehicle usage and the enhanced cash flow to the business owner). As a result, the Commission instead recommended that the DSP be amended to allow unrestricted residential use above the first floor within the DSP area.

On May 1, 2001 the City Council considered the Planning Commission’s recommendation to permit residential units within the DSP with no restrictions. However, after deliberation, the City Council voted to amend the DSP in accordance with its original direction to staff, to allow development of upper-level dwelling units in the downtown, provided they are only occupied by tenants/business owners of the first floor businesses. The amended DSP also established a density of one unit per 3,500 square feet of lot area; and, because the commercial tenant below would be the same person living upstairs, residential parking was not required.
On April 13, 2017, the Planning Commission considered an application by local real estate agent, Bill Ruane, requesting an amendment to the DSP to remove the restriction on upper-floor residential units. A public hearing was held and three members of the Planning Commission heard public testimony (Commissioners Nisley and Wingate recused themselves from participation due to conflicts of interest; Vice Chair Newman also had a conflict of interest, but was randomly selected to participate to achieve a quorum of the Commission). The commissioners agreed that the restriction on upper-level residential units should be removed.

Staff also sought direction on parking requirements for new residences in the downtown area. Based on its discussion, the Planning Commission concluded that parking should not be what is typically required of residential developments (i.e., 2 spaces per unit) and that a lower ratio is justified. As a result, the Planning Commission directed staff to return with a resolution offering the following two options for consideration:

1) Require 0.5 space per new residential unit.

2) Require no spaces for the first new residential unit on a property, and 0.5 per each additional unit on a property.

On April 27, 2017 the Planning Commission unanimously adopted a resolution, recommending the City Council adopt the ordinance, which would remove the upper-level residential restriction, and establish a new residential parking requirement of 0.5 spaces per unit (the first option).

It is worth noting that the DSP allows developers to pay a fee under the City’s parking in-lieu fee program rather than provide the required parking space. The program currently requires $17,500 per space, which can be paid over a maximum period of 20 years. Funds collected by the City from such payment is deposited in a special fund and used by the City only to acquire and/or develop additional parking and related facilities that are determined by the City Council to be necessary to serve the downtown area, such as recent improvements on Richmond Street. The proposed amendment makes no change to this program.

OTHER PROPOSED CHANGES TO THE DSP

In addition to this amendment, staff is proposing that other sections of the DSP be amended to clarify certain sections of the document since it is important that the DSP be clear in all related language and standards. As a result, the following changes are proposed:

1. **Introduction**: The DSP contains the following statement: “The final Plan will not allow the development of any new residential units, although the existing units may continue and may be rebuilt if accidentally destroyed.” The statement will be removed since it is language left from the original DSP that was never removed when new residential units became allowed in 2001.

2. **Height**: the current DSP height standard for each district is verbose and difficult to understand. Staff proposes simplified wording that does not change the standards required.

3. **Residential density**: the current limit to residential density is worded ambiguously. It states: “The maximum residential density shall not exceed one dwelling unit per 3,500 square foot lot. If the lot is less than 3,500 square feet, one unit is allowed.” A strict reading
prohibits more than one residential unit per lot regardless of lot size. Staff believes that such a reading constitutes a misinterpretation of the intent of the standard, and therefore new language is proposed.

4. **Parking**: the DSP explains that additional parking is not required for upper-floor residential units because “People who occupy the residential units will be the ones working in the commercial units”. Because this is not consistent with the amendment, staff proposes that the explanatory language be removed.

5. **Parking in-lieu fees**: staff believes that it is important to clearly state that parking in-lieu fees are rounded together up to the whole number of required parking spaces to be waived.

6. **Parking required for public assembly**: this section references the outdated Uniform Building Code. Staff proposes that this reference be removed.

**FINDINGS**

*Consistency with the El Segundo Municipal Code.*

Pursuant to ESMC Title 15, Chapter 26 (Amendments), in order to recommend City Council approval of the proposed amendments, the Planning Commission must find that the amendments are necessary to carry out the general purpose of ESMC Title 15. The purpose of this Title (ESMC § 15-1-1) is to serve the public health, safety, and general welfare and to provide economic and social advantages resulting from an orderly planned use of land resources. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

*Consistency with the El Segundo General Plan*

ESMC § 15-1-1 (Purpose, Title) states that Title 15 is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Specific Plan Amendment is consistent with those goals, objectives, and policies. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

**ENVIRONMENTAL REVIEW**

The Downtown Specific Plan was evaluated by an adopted Mitigated Negative Declaration (Environmental Assessment No. 474) ("MND") on August 1, 2000. Addendum No. 1 to the MND, attached to the proposed ordinance as Exhibit "A" and incorporated by this reference, determined that the proposed amendments to the Downtown Specific Plan would not result in any new or different impacts that were not identified in the prior MND. None of the conditions described in CEQA Guidelines Section 15164 (14 CCR § 15164), which identifies when a subsequent MND is
required, has been met, and therefore the City prepared an Addendum to the previously approved MND. The proposed ordinance would adopt Addendum No. 1 to the MND.

RECOMMENDATION

Staff recommends that the City Council introduce and waive first reading of a draft Ordinance, and schedule a second reading and adoption of the Ordinance to occur on June 6, 2017. If adopted, the Ordinance would take effect 30 days after adoption.
ORDINANCE NO. ____

AN ORDINANCE ADOPTING ADDENDUM NO. 1 TO AN APPROVED MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL ASSESSMENT NO. 474) AND AMENDING THE DOWNTOWN SPECIFIC PLAN REGARDING RESIDENTIAL USES

(SPECIFIC PLAN AMENDMENT NO. 17-01)

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

SECTION 1: The Council finds and declares as follows:

A. On May 25, 2000 the Planning Commission adopted Resolution 2475, recommending the City Council adopt the Downtown Specific Plan (DSP).

B. On June 20, 2000, staff presented the draft DSP to the City Council, which included the recommendation that 2 residential dwelling units per 25-foot wide lot be allowed, and that 2 on-site parking spaces be provided per unit. The Council continued the item to the July 18, 2000 Council meeting, and directed staff to study the feasibility of requiring that the residential unit above a commercial space be occupied only by the owner of the business below.

C. On July 18, 2000, based on The City Attorney’s office advise that such a requirement would be unenforceable, the City Council directed staff to delete the allowance for residential units within the DSP.

D. On August 1, 2000, the City Council approved Environmental Assessment No. 474 and Resolution No. 2475, adopting the Mitigated Negative Declaration for the Downtown Specific Plan. The approved Downtown Specific Plan prohibited residential dwelling units in the downtown area.

E. On February 6, 2001, the City Council directed staff to amend the DSP to allow the development of dwelling units on the second floor of buildings for tenants/business owners of the first floor businesses only.

F. On April 12, 2001 the Planning Commission questioned the enforcement of the restriction and discussed the benefits of residential use downtown (i.e. eyes on the street, reduction of vehicle usage and the enhanced cash flow to the business owner). As a result, the Commission recommended that the Plan be amended to allow unrestricted residential use above the first floor within the DSP area.

G. On May 1, 2001, the City Council considered the Planning Commission’s recommendation to permit residential units within the DSP with no restrictions. However, after deliberation, the City Council voted to amend the DSP in accordance with its original direction to staff, to allow development of
upper-level dwelling units in the downtown, provided they are only occupied by tenants/business owners of the first floor businesses. The amended DSP also established a density of one unit per 3,500 square feet of lot area; and, because the commercial tenant below would be the same person living upstairs, residential parking was not required.

H. On December 12, 2016, Bill Ruane initiated the process to amend the Downtown Specific Plan (DSP) development standards regarding upper-floor residential units;

I. On April 27, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the application including information provided by city staff; and, adopted Resolution No. 2814 recommending that the City Council approve the proposed amendments;

J. On May 16, 2017, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

K. This Ordinance and its findings are made based upon the entire administrative record including testimony and evidence presented to the City Council at the public hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. After considering the above facts, the City Council finds as follows:

A. The properties affected by the proposed ordinance are located within the boundaries of the Downtown Specific Plan (DSP) area. The DSP area encompasses the properties located on the 100 through 500 blocks of Main Street, the 100 through 200 blocks of Richmond Street, the west side of the 300 block of Richmond Street, a portion of the east side of the 300 block of Richmond Street, the lots fronting the 100 and 200 blocks of West Grand Avenue from Concord Street to Main Street, and a portion of the 100 block of East Grand Avenue from Main Street to the alley west of Standard Street.

B. The General Plan Land Use designation for this area is DSP.

C. The DSP includes the following districts: Main Street District, Main Street Transitional District, North Richmond Street District, Richmond Street District, Grand Avenue District, West Grand Avenue Transitional District (north) and West Grand Avenue Transitional District (south).

D. The land uses permitted in the DSP include a variety of commercial uses, residential uses above the first floor, and recreational uses.
E. Surrounding land uses in the area generally consist of multi-family residential dwellings to the north, west and east; offices and industrial uses to the east, and industrial uses to the south. The surrounding area is a fully developed urban environment.

F. The proposed amendments would amend DSP Chapter I – Introduction, Chapter VI – Development Standards and Chapter VII – Parking.

G. The proposed amendments will: 1) remove the requirement that upper-floor residential occupants must be tenants or owners of the business below; 2) amend related language accordingly; and 3) clarify language regarding limits to height and residential density.

SECTION 3: General Plan and Specific Plan Findings. As required under Government Code § 65454 the proposed amendment of the DSP is consistent with the City’s General Plan as follows:

A. The El Segundo General Plan land use designation is Downtown Specific Plan (DSP). This designation permits community-serving retail and service uses, and offices in a pedestrian-oriented environment.

B. The amendment is consistent with the “philosophy and concept” section of the DSP (a vision-based list adopted by the Downtown Task Force as part of the Specific Plan Concept Document which was adopted February 22, 2000). In removing barriers to live within the DSP the proposed amendment can help maintain and enhance the pedestrian-friendly environment. Further, more street activity and an increased number of “eyes on the street” have the potential to increase safety.

C. The proposed amendment is also consistent with the General Plan’s Economic Development Element Goal ED3, Objective ED3-1, Policy ED3-1.2, Policy ED3-1.4, and Policy ED3-1.5 in that it prioritizes the area’s economic viability. Added residential units will stimulate pedestrian traffic and add support for local businesses.

D. The proposed amendment to the Downtown Specific Plan is consistent with several General Plan Land Use Element Goals, Objectives and Policies. Specifically, it is consistent with Land Use Element Objective LU1-2 in that it will help prevent deterioration and blight by increasing real estate potential. Currently, the restriction of who can rent which units is a deterrent to development. Under the proposed amendment, developers as well as existing property owners will be better able to keep their units occupied. The amendment is also consistent with Land Use Objective 1-4 which seeks to “Preserve and maintain the City’s Downtown and historic areas as integral to the City’s appearance and function.” If upper-floor residential units may be rented to those who are not connected with the business below, more people will be able to live within the Downtown area. An increase in residential
population will be beneficial to local businesses, helping the Downtown area function as an active center. The proposed amendment does not change the allowable density or building height. Nor does it allow any new uses. Upper-floor residential is currently allowed. The proposed amendment simply removes the requirement that upper-floor residential units can only be leased by the commercial tenant below.

E. The proposed amendment is a direct response to Land Use Element Objective LU4-4, which states that the City should "Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments." The downtown area is the most obvious part of the City for such an environment. However, the current DSP language severely limits such a potential by providing a barrier to renting upper-floor residential units.

SECTION 4: Environmental Assessment; Adoption of Addendum No. 1 to Mitigated Negative Declaration. The Downtown Specific Plan was evaluated by an adopted Mitigated Negative Declaration (Environmental Assessment No. 474) ("MND") on August 1, 2000. Addendum No. 1 to the MND, attached hereto as Exhibit "A" and incorporated by this reference, determined that the proposed amendments to the Downtown Specific Plan would not result in any new or different impacts that were not identified in the prior MND. None of the conditions described in CEQA Guidelines Section 15164 (14 CCR § 15164), which identifies when a subsequent MND is required, has been met, and therefore the City prepared an Addendum to the previously approved MND. The City Council, as responsible agency, has received and considered the Addendum, and finds that the Addendum was prepared in accordance with CEQA Guidelines Section 15164 and that none of the conditions warranting either supplemental or subsequent review, under CEQA Guidelines Sections 15162 or 15163, respectively, have been triggered. The City Council in its independent judgment has reviewed and considered the MND and the Addendum. Based on these findings and all of the evidence in the record, the City Council adopts Addendum No. 1 to the MND.

SECTION 5: Downtown Specific Plan, Chapter I (Introduction), Section A (Specific Plan Project Description) is amended to delete the following language:

The final Plan will not allow the development of any new residential units, although the existing units may continue and may be rebuilt if accidentally destroyed.

SECTION 6: Downtown Specific Plan, Chapter VI (Development Standards), Section A (Main Street District – (300-400 Blocks Main Street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:

ii) Business tenant/owner-occupied residential units Residential units
SECTION 7: Downtown Specific Plan, Chapter VI (Development Standards), Section A (Main Street District – (300-400 Blocks Main Street)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:
New structures abutting a street must be a minimum of 25 feet in height, and may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. This height shall be measured at the front and street-side property lines. Structures shall not exceed 45 feet, or three stories, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

i) Upsloping lots – For lots that slope up from the street, the 45-foot height limit shall be measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

ii) Downsloping lots – For lots that slope down from the street, the 45-foot height limit shall be measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

iii) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.

c. Height: New structures may not exceed 30 feet (and two stories) in front. A 45-foot (and three-story) limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 8: Downtown Specific Plan, Chapter VI (Development Standards), Section A (Main Street District – (300-400 Blocks Main Street)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

ii) Residential -The maximum residential density shall not exceed one dwelling unit per 3,500 square feet feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 9: Downtown Specific Plan, Chapter VI (Development Standards), Section B (Main Street Transitional District – (100-200 & 500 Blocks Main Street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:

ii) Business-tenant/owner-occupied residential units Residential units
SECTION 10: Downtown Specific Plan, Chapter VI (Development Standards), Section B (Main Street Transitional District – (100-200 & 500 Blocks Main Street)), Subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:
New structures abutting a street may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. This height shall be measured at the front and streetside property lines. Structures shall not exceed 45 feet, or three stories, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.
   i) Upsloping lots—For lots that slope up from the street, the 45-foot height limit shall be measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.
   ii) Downsloping lots—For lots that slope down from the street, the 45-foot height limit shall be measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.
   iii) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.

c. Height: New structures may not exceed 30 feet (and two stories) or less in front. A 45-foot (and three-story) limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 11: Downtown Specific Plan, Chapter VI (Development Standards), Section B (Main Street Transitional District – (100-200 & 500 Blocks Main Street)), Subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

   ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square foot feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 12: Downtown Specific Plan, Chapter VI (Development Standards), Section C (Richmond Street District – (100-200 Blocks Richmond Street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:
ii) Business tenant/owner-occupied residential units

SECTION 13: Downtown Specific Plan, Chapter VI (Development Standards), Section C (Richmond Street District – (100-200 Blocks Richmond Street)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:
New structures abutting a street may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. This height shall be measured at the front and streetside property lines. Structures shall not exceed 45 feet, or three stories, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

i) Upsloping lots – For lots that slope up from the street, the 45-foot height limit shall be measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

ii) Downsloping lots – For lots that slope down from the street, the 45-foot height limit shall be measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

iii) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.

c. Height: New structures may not exceed 30 feet (and two stories) in front. A 45-foot (and three-story) limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 14: Downtown Specific Plan, Chapter VI (Development Standards), Section C (Richmond Street District – (100-200 Blocks Richmond Street)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

 ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 15: Downtown Specific Plan, Chapter VI (Development Standards), Section D (North Richmond Street District – (300 Block west side Richmond Street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:
ii) Business-tenant/owner-occupied residential units

SECTION 16: Downtown Specific Plan, Chapter VI (Development Standards), Section D (North Richmond Street District – (300 Block west side Richmond Street)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:

New structures abutting a street may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. This height shall be measured at the front and streetside property lines. Structures shall not exceed 45 feet, or three stories, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

i) Upsloping lots—For lots that slope up from the street, the 45-foot height limit shall be measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

ii) Downsloping lots—For lots that slope down from the street, the 45-foot height limit shall be measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

iii) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.

c. Height: New structures may not exceed 30 feet (and two stories) in front. A 45-foot (and three-story) limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 17: Downtown Specific Plan, Chapter VI (Development Standards), Section D (North Richmond Street District – (300 Block west side Richmond Street)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 18: Downtown Specific Plan, Chapter VI (Development Standards), Section E (Grand Avenue District – (300 Block east side Richmond Street – former Ralph's market
and adjacent lots)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:

ii) Business-tenant/owner-occupied residential units; Residential units

SECTION 19: Downtown Specific Plan, Chapter VI (Development Standards), Section E (Grand Avenue District – (300 Block east side Richmond Street – former Ralph’s market and adjacent lots)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:

New structures abutting a street may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. This height shall be measured at the front and streetside property lines. Structures shall not exceed 45 feet, or three stories, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below. A variety of building heights must be provided throughout the site.

i) Upsloping lots – For lots that slope up from the street, the 45-foot height limit shall be measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

ii) Downsloping lots – For lots that slope down from the street, the 45-foot height limit shall be measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

iii) Vertical towers or appendages – These structures, if located near the corner of Grand Avenue and the alley and the northwest side of the property abutting Richmond Street, may be 45 feet, or two floors, in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

iv) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.

c. Height: New structures may not exceed 30 feet (and two stories) in front. A 45-foot (and three-story) limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. A variety of building heights must be provided throughout the site. Towers or appendages may be located on the corner of Grand Avenue and the alley, and the northwest side of the property abutting Richmond Street, and may
be 45 feet (and two stories) tall. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 20: Downtown Specific Plan, Chapter VI (Development Standards), Section E (Grand Avenue District – (300 Block east side Richmond Street – former Ralph’s market and adjacent lots)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

   ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square feet feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 21: Downtown Specific Plan, Chapter VI (Development Standards), Section F (West Grand Avenue Transitional District – (North 200 Block of West Grand Avenue between Concord Street and the alley West of Richmond Street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:

   ii) Business-tenant/owner-occupied residential-units Residential units

SECTION 22: Downtown Specific Plan, Chapter VI (Development Standards), Section F (West Grand Avenue Transitional District – (North 200 Block of West Grand Avenue between Concord Street and the alley West of Richmond Street)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:
New structures abutting a street must be a minimum of 25 feet in height, and may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. Height measurements are made at the front and streetside property lines. Structures cannot exceed a maximum of 2 stories, not exceed 36 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

   i) Upsloping lots – For lots that slope up from the street, the 36-foot-height limit is measured vertically from the existing grade at the front and streetside property lines to the peak or the highest point of the structure. Additionally, the structure may not exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

   ii) Downsloping lots – For lots that slope down from the street, the 36-foot height limit is measured from the peak or the highest point of the roof vertically to the existing grade directly below. Additionally, the structure cannot exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade at the front and streetside property lines.

   iii) To the extent a building exceeds 30 feet in height, the front portion of the building that exceeds 30 feet in height must be setback 25 feet from the front property line.
c. Height: New structures must be between 25-30 feet (two stories) in front. A 36-foot height limit begins 25 feet from front property line. For ascending lots, height is measured from grade along front and street-side property lines; for descending lots, height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 23: Downtown Specific Plan, Chapter VI (Development Standards), Section F (West Grand Avenue Transitional District – (North 200 Block of West Grand Avenue between Concord Street and the alley West of Richmond Street)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:

ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 24: Downtown Specific Plan, Chapter VI (Development Standards), Section G (West Grand Avenue Transitional District – (South 200 Block of West Grand Avenue between Concord Street and the alley west of Richmond street)), subsection 2 (Permitted Uses), sub-part c, sub-sub-part ii is amended as follows:

ii) Business tenant/owner-occupied residential units - Residential units

SECTION 25: Downtown Specific Plan, Chapter VI (Development Standards), Section G (West Grand Avenue Transitional District – (South 200 Block of West Grand Avenue between Concord Street and the alley west of Richmond street)), subsection 7 (Site Development Standards), sub-part c is amended as follows:

c. Height:
New structures abutting a street must be a minimum of 25 feet in height, and may not exceed 30 feet and two stories in height, as measured from the peak or the highest point of the roof vertically to the existing grade directly below. Structures cannot exceed a maximum of 2 stories, not to exceed 30 feet in height as measured from the peak or the highest point of the roof vertically to the existing grade directly below.

c. Height: New structures must be between 25-30 feet (two stories). Height is measured from existing grade directly below. Maximum height on corner lots shall be determined through the Downtown Design Review process.

SECTION 26: Downtown Specific Plan, Chapter VI (Development Standards), Section G (West Grand Avenue Transitional District – (South 200 Block of West Grand Avenue between Concord Street and the alley west of Richmond street)), subsection 7 (Site Development Standards), sub-part f, sub-sub-part ii is amended as follows:
ii) Residential - The maximum residential density shall not exceed one dwelling unit per 3,500 square feet of lot area. If the lot is less than 3,500 square feet, one unit is allowed.

SECTION 27: Downtown Specific Plan, Chapter VII (Parking), Section 3, subsection a, sub-part i is deleted and replaced with the following:

i) Dwelling units - 0.5 spaces per unit.

SECTION 28: Downtown Specific Plan, Chapter VII (Parking), Section 3, subsection c, sub-part ii, sub-sub-part f is added:

f. The total in-lieu parking fee is based on the required number of spaces, rounded to the nearest whole number.

SECTION 29: Downtown Specific Plan, Chapter VII (Parking), Section 3, subsection a, sub-part x is is amended as follows:

x. Places of Public Assembly (including but not limited to, theaters, auditoriums, banquet facilities, meeting rooms, clubs, lodges and mortuaries) - With fixed seats-1 space for every 5 seats (areas having fixed benches or pews shall have 1 seat for each 18 inches of length. Dining areas shall have 1 seat for each 24 inches of booth length, or major portion thereof.) Without fixed seats-1 space for every 50 sq. ft. of floor area used for assembly purposes.

SECTION 30: Reliance on Record. Each and every one of the findings and determination in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects; and

SECTION 31: Limitations. The City Council’s analysis and evaluation of the project is based on information available at the time of the decision. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. In all instances, best efforts have been made to form accurate assumptions.

SECTION 32: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 33: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 34: This Ordinance will become effective on the 31st day following its passage and adoption.
PASSED AND ADOPTED this ___ day of ____________, 2017.

________________________________________
Suzanne Fuentes, Mayor

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _________ was duly introduced by said City Council at a regular meeting held on the ___ day of __________, 2017, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____________, 2017, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________
Tracy Weaver, City Clerk
EXHIBIT “A”

ADDENDUM NO. 1 TO ENVIRONMENTAL ASSESSMENT/ MITIGATED NEGATIVE DECLARATION ORIGINALLY ADOPTED UNDER EA 474, GPA 99-2, ZC 99-2 & ZTA 99-5

May 16, 2017

On August 1, 2000, the City Council approved Environmental Assessment No. 474 and Resolution No. 2475, adopting the Mitigated Negative Declaration for the Downtown Specific Plan. The MND was circulated for public comment from April 21 to May 11, 2000. The City Council found that there was no evidence that the project would have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the project is infill development in a built-out urban environment.

**Standard of Review**

Under CEQA, an Addendum to an adopted Mitigated Negative Declaration is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines §15164). An addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines §15164[c]); however, an addendum is to be considered by the decision-making body prior to making a decision on the project (CEQA Guidelines §15164[d]).

This Addendum to the previously adopted Mitigated Negative Declaration demonstrates that the environmental analysis, impacts, and mitigation requirements identified during the preparation of the Downtown Specific Plan remain substantively unchanged despite project revisions described herein, and supports the finding that the proposed project does not raise any new issues and does not exceed the level of impacts identified in the previous Mitigated Negative Declaration.

**Project Revisions**

The proposed amendment would make minor changes to the Specific Plan by removing the restriction that residential units be owner-occupied. This does not change the currently-allowed residential density within the Specific Plan. Further, no new information shows that: there is one or more new or increased significant impacts; or, that new or different mitigation measures are feasible to reduce the impacts.

**Impact Comparison**

The approved MND (adopted August 1st, 2000) identified potential impacts to geology and soils due to the fact that all of Southern California is subject to the risk of seismic shaking. It was determined to have a less-than-significant impact due to adherence with building code requirements that ensure buildings are constructed to withstand seismic activity. According to the Official Maps of Seismic Hazard Zones provided by the State
of California Department of Conservation, the specific plan area is not located within an earthquake-induced landslide zone or a liquefaction zone. Notwithstanding, numerous controls would be imposed on development through the permitting process. Thus, since the proposed amendment makes no change to allowed land uses or development standards, no new significant impacts or substantial increase in the severity of impacts would occur in regards to geology and soils as a result of project revisions.

The adopted MND also identified potential impacts to transportation/traffic. It was determined to have a less-than-significant impact with mitigation. In 2000, the MND identified the intersection of Imperial Highway and Main Street (which is outside the boundaries of the Specific Plan area) to be operating at LOS E, but identified that improvements to this intersection were planned. According to the traffic impact analysis conducted in 2012 for the approved 540 Imperial residential development project, the intersection now operates at LOS A. Thus, since the proposed amendments do not make any changes to allowed uses, allowed density or to any other development standards within the Plan, the amendments will not result in an increase in traffic generation. Therefore, no new significant impacts or substantial increase in the severity of impacts would occur in regards to transportation/traffic as a result of project revisions.

**Conclusion**

As such, the City Council has independently reviewed this item and determined that the proposed amendments do not constitute a substantial change to the Specific Plan and that there have been no substantial changes with respect to the circumstances under which Specific Plan amendments are undertaken. The proposed amendment is within the scope of Environmental Assessment No. 474. Further, future proposals would be subject to review as required by CEQA. As a result, no further environmental review is necessary other than the approval of this Addendum.
ENVIRONMENTAL CHECKLIST FORM

PROJECT No. EA 474, GPA 99-2, ZC 99-2, ZTA 99-05

I. BACKGROUND

1. Project Title: City of El Segundo Downtown Specific Plan

2. Lead Agency Name and Address: City of El Segundo, 350 Main Street, El Segundo, CA 90245

3. Contact Person and Phone Number: Laurie B. Jester, Senior Planner, Phone (310)-322-4670 x:412, Fax (310)-322-4167, E-mail ljester@elsegundo.org

4. Project Location: 100-500 blocks of Main Street, 100-300 blocks of Richmond Street (excluding the Multi-family Residential R-3 portion on the southeast corner of Holly Avenue and Richmond Street (the 300 block of Richmond) and abutting areas on the north and south sides of Grand Avenue. (Map 1)

5. Project Sponsor's Name and Address: City of El Segundo, 350 Main Street, El Segundo, CA 90245

6. General Plan Designation: Downtown Commercial and Public Facilities

7. Zoning: Downtown Commercial (C-RS) Zone and Public Facilities (P-F)

8. Description of Project:(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

The proposed project is a Specific Plan for the Downtown area of El Segundo. The Plan envisions a ten-year horizon for planning and development purposes. The project includes a General Plan Amendment (GPA 99-2), a Zone Change (ZC 99-2) and a Zone Text Amendment (ZTA 99-05). The Downtown Specific Plan encompasses the majority of the Downtown Commercial (C-RS) Zone, as well as the Civic Center Complex, which is zoned Public Facilities (PF). The Plan area is currently developed with commercial, residential and public uses, and future development is anticipated to be similar in nature. The entire Specific Plan area is approximately 25.8 acres in size, while the C-RS Zone is approximately 30.8 acres in size.

El Segundo’s Downtown is the heart of the community. Due to its location deep within the community and away from regional arterials, Downtown remains a small, distinct district approximately two blocks by five blocks in size.

The Specific Plan will provide land use and development standards for the area including, but not limited to, standards for heights, setbacks, density, lot area, outdoor uses, landscaping,
parking, loading, circulation and signage. Design Standards will also be included within the Specific Plan to regulate site development, street and alley configurations, streetscape (sidewalks, street furniture, bus stops, bicycles), landscaping, lighting (street and pedestrian, decorative and security), architecture and signage.

Implementation of the project may involve the formation of a Downtown Business Improvement District (BID), the construction of a two to three-level parking structure, the implementation of a Master Street Tree, Lighting and Landscaping Plan, modifications to the street and sidewalk widths and configuration, implementation of a parking management program, formation of a sidewalk and streetscape maintenance district, the formation of a Historic District in the 100 and 200 blocks of Richmond Street and other similar implementation strategies to meet the goals of the Plan. Two related projects, which are currently underway, are the update of the City's Circulation and Housing Elements.

The Downtown is divided by three principal streets – Main Street, Grand Avenue, and El Segundo Boulevard. Each of these three streets connects to major, region-serving arterials or freeways. El Segundo Boulevard, on the southern boundary of the Plan area, runs in an east-west direction and connects to the I-405 Freeway and to Sepulveda Boulevard. Grand Avenue, an east-west street, connects to Sepulveda Boulevard on the east and the beach to the west. Main Street runs north and south between El Segundo Boulevard and Imperial Highway, which borders Los Angeles International Airport (LAX). The I-105 Freeway is north of the Plan area, immediately north of Imperial Highway.

Grand Avenue is one of only two City streets that connects to the beach. It is the principal east/west street in Downtown El Segundo and crosses both Main and Richmond Streets. The portion of Grand Avenue addressed in the Downtown Specific Plan is between Main and Concord Streets. Beyond Concord Street, Grand Avenue crests the hill of an ancient sand dune and disappears from view toward the ocean. Grand Avenue to the west of Concord has recently been planted with Cajeput trees to provide a visual welcome to El Segundo.

Grand Avenue is one of the widest streets in the City, having formerly been the early alignment of one of the trolley cars that criss-crossed the region before falling victim to the automobile. The right-of-way is 100 feet in width with 10-foot sidewalks on both sides and a center median. Parallel parking is provided on both curb lanes and on both sides of the center median.

The majority of the lots within the Specific Plan area are 25 feet wide by 140 feet deep, 3500 square feet in area, although many of the lots have been combined and developed under common ownership. The majority of the Specific Plan area is developed with neighborhood service commercial uses, including uses such as beauty shops, drug, jewelry and antique stores, restaurants, medical, dental and general offices, banks and similar uses.

The Plan area also includes approximately 82 existing residential units, mainly small (1-8 unit) apartments in mixed-use developments, with the primary use being commercial. The current zoning would allow a maximum of 276 dwelling units within the Plan area; one unit per 25 foot wide lot, not including the Civic Center site. The Plan proposes to double the allowed residential density to 2 units per 25-foot wide lot, which would allow 552 units total. As an option, the west side of the 300 block of Richmond Street may be developed as Multi-family (R-3) or Multi-family with a small commercial component at the street front. These options would not significantly change the residential density in the Plan area as the proposed two residential units per 25-foot wide lot (25 dwelling units per acre) is approximately the same density as Multi-family (R-3) development (27 dwelling units per acre). For this evaluation, a ten-year horizon was used with a maximum buildout of 150 additional residential units (in addition to the 80 existing units). This is 27% of the 552 units total buildout. It is not realistic to assume that all of the allowed residential units would be constructed in the ten year horizon, particularly since the zoning has
allowed residential for over fifty years and there are currently only approximately 80 dwelling units in the Plan area.

The majority of the 100 block of the east side of Richmond Street is a surface parking lot for the Chevron Refinery immediately to the south, and smaller Chevron parking lots also occupy the west side of Richmond and the 100 block of Main Street. There are four small City owned surface parking lots with a total of approximately 115 parking spaces, which are open and free to the public, within and immediately adjacent to the Plan area. Parking requirements vary depending on the type of use, however within the Downtown additional parking must only be provided for new square footage, not for a change from one permitted use to another permitted use. The majority of the existing uses in the Plan area provide on-site parking; although generally it is limited to only 3 to 5 spaces per 25-foot-wide lot. The Plan proposes to continue this standard but also allow more flexibility in parking standards, allowing joint use, off-site and other creative parking solutions.

The existing development within the Plan area is largely one to two stories in height, with a few three to four story buildings which step with the rolling topography. The current and proposed development standards allow 45 feet in height for construction. The total square footage of existing development within the Plan area is approximately 560,000 square feet with an average Floor Area Ratio (FAR) of approximately .5 with a range of approximately .2 to 1.5 FAR, not including residential density. The current and proposed standards allow an FAR of 1, although one strategic site, the City parking lot (17,500 square feet in area) in the 200 block of Richmond Street, (on the Northeast corner of Richmond Street and Franklin Avenue) is proposed to allow a 1.5 FAR. For the evaluation, a ten-year horizon was again used with a maximum buildout of 271,814 square feet of new commercial uses (in addition to the approximate existing 560,000 square feet). This is 24% of the maximum 1,123,848 square feet of total buildout.

The Downtown Specific Plan area is divided into five districts. The Main Street District is the Downtown core, the heart of the Downtown, and runs north and south along Main between Grand and Pine Avenues (Main Street 300-400 blocks). The City Hall and Civic Center are located on the east side of Main Street, between Grand and Holly Avenues and face onto a wide variety of commercial uses, including retail, services, offices and restaurants. This area is bounded by the alleys to the east and west of Main Street, by Pine Avenue on the north and Grand Avenue on the south. Main Street has an 80-foot right-of-way with 12-foot sidewalks and 56 feet of paving, curb to curb. The majority of development is built along or near the front property line, at one to two story heights.

The Main Street Transitional District (MSTD) is located adjacent to the north and south ends of the Main Street District described above. At the south end, the MSTD begins at El Segundo Boulevard and ends at Grand Avenue (100-200 blocks); at the north end, it includes the one block area between Pine and Mariposa Avenues (500 block). This area is seen as an extension of and transition to the Main Street District, with less pedestrian orientated development and fewer pedestrian amenities. This area also has a wider variety of uses, including a church, lodge, single-family residential uses, surface parking lots and light industrial uses, as well as some commercial uses. This area does not have the feel and character of the core of Main Street and it serves as a visual transition into and out of the Downtown core.

The Richmond Street District is the “entertainment center” of El Segundo and is comprised of an eclectic mix of antique stores, bars, restaurants and the Old Town Music Hall (Richmond Street 100-200 blocks). This street has a separate and distinct identity from Main Street. The oldest commercial buildings (developed in the teens and 20’s) in the City are located along this street. This District is located one block west of and parallel to Main Street, from El Segundo Boulevard (south) to Grand Avenue (north). Richmond Street has a 60-foot right-of-way, with
10-foot sidewalks and 40 feet of street curb to curb. Development along the street is located at or near the front property line and is one to two stories in height.

The Richmond Street District and the Main Street District are alike in many ways however, these two districts are also dissimilar. First, Richmond Street is the older of the two and is distinctive in that regard. The area contains a number of small wooden and brick structures, the historic old jail, and the Old Town Music Hall. Secondly, Richmond Street is narrower than Main Street and traffic flow is considerably lighter. Not having a direct connection out of the City confines this street to local use. Thirdly, this street contains small restaurants and bars rather than the extensive retail uses of Main Street, so this district's peak periods of activity differ from those of Main Street.

The North Richmond Street District is a mixture of retail, residential, church, offices and service uses (Richmond Street 300 block west side). Being north of Grand Avenue and physically separated from the 100 and 200 blocks of Richmond, the development is distinctly different. Additionally, the majority of the development in this northern area occurred in the 50's and 60's. While this block differs from the 100 and 200 blocks in that it is not historic, it is seen as having potential for similar type of businesses such as antiques, furniture, book and clothing stores. As an option, this area may instead be developed with Multi-Family residential uses (R-3) or a combination of Multi-Family with a small street front commercial component. The Multi-Family option would allow the construction of a maximum of 29 net new units (deducting the existing 23 units) at a density of 27 units per acre. This District immediately abuts Multi-family residential (R-3) uses and zoning to the west, across the alley.

The Village is proposed for the east side of the 300 block of Richmond, which is the site of a former Ralph's Market. It also includes the parking lot and apartment building north of Ralph's. This site, about one and a half acres in size, is the only large contiguous parcel in Downtown that is suitable for the creation of a "village" atmosphere within the Downtown. The Village is envisioned as a pedestrian-oriented, mixed-use center of community-serving retail, housing, office, and community gathering and open space. This village could accommodate a small specialty market such as a health food store or one that serves neighborhood needs.

Two locations for plazas have been identified. One is the existing plaza fronting Main Street at the Civic Center and the other is located to the rear of the Pursell Building, across the alley from the Village site. Plazas are intensively used gathering places and serve as the hub for neighborhood activity. They are designed to accommodate resting, eating, strolling and people watching. Plazas are typically ringed by restaurants, galleries and other retail uses. Food service and goods from portable retail wagons are often available within the plaza.

The Vision Statement for the Downtown Specific Plan is as follows:

Downtown is the heart of El Segundo. It is the focal point for the community and one of the cohesive elements that ties the community together. The Vision for the Downtown is to:

- Provide a better balance of uses.
- Create a more thoughtful and creative use of public space.
- Organize creative and consistent programming of events and public activities.
- Create a consistent public-private partnership to market El Segundo's assets to investors and customers.
- Strengthen commitment to the strategic use of key parcels in the Downtown.
- Create more attractive landscaping and street furnishings.
- Improve signage.
Surrounding Land Uses and Setting: *(Briefly describe the project's surroundings)*

The project area is located in the northwest quadrant of the City of El Segundo. Surrounding land uses in the area are generally residential in nature, one to three stories in height. The surrounding area and project area is a fully developed urban environment.

North of the Specific Plan area is the El Segundo High School campus, the Library and Library Park. To the east and west of the 500 block of Main Street is a Two-Family Residential (R-2) Zone, developed mainly with duplexes and two-family dwellings. To the west of the Specific Plan boundary in the 400 block is mainly Multi-Family Residential (R-3) zoning, which is developed with small (3-12 unit) apartment and condominium complexes. Further beyond the R-2 and R-3 Zones is Single-Family (R-1) Residential zoning and development.

To the west of the Specific Plan area, in the 100 to 300 blocks on Concord Street, there are also a few parcels zoned as Downtown Commercial (C-RS), Neighborhood Commercial (C-2), and Parking (P). The development on these sites is also consistent with the zoning, and includes one to two stories, low-density (.5 to 1 floor area ratio) commercial construction, and a surface parking lot. To the east of the 400 block of Main Street is a Two-Family Residential (R-2) Zone, again developed consistent with the zoning designation. To the west of the 300 block is largely Multi-Family Residential (R-3), developed similarly to the areas to the west of the Specific Plan boundary. Additionally there are a few parcels zoned and developed as Parking (P) and Downtown Commercial (C-RS), similar to the property west of the Plan area. The east side of the 200 block is also zoned and developed as Downtown Commercial (C-RS), again with similar commercial uses and densities.

To the east of the 100 block, on Standard Street, is a small industrial zone within the Smoky Hollow Specific Plan area with a zoning designation of Small Business (SB). The land uses in this area (light industrial, warehousing etc.) are consistent with the zoning. To the south of El Segundo Boulevard is the Chevron Refinery, which is zoned Heavy Industrial (M-2), consistent with the land use.

All of the zoning designations on the surrounding properties are consistent with the General Plan land use designations. Residential and commercial construction dates from the early 1900's to the present day, offering a variety of architectural styles.

There are no known endangered plant species associated with the proposed Specific Plan area and none that are known to be associated with the immediate locale. Similarly, there are no known rare or endangered animal species associated with the area or its locale. No known animal life is located in the area. Further, there are no known agricultural, biological, or scenic resources of recognized value located within the Plan area nor in the immediate vicinity.

10. **Other Public Agencies Whose Approval Is Required (e.g., permits, financing approval, or participation agreement):**

None.
II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below (X) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

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<tr>
<th>Aesthetics</th>
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<td>Geology/Soils</td>
<td>Population/Housing</td>
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III. DETERMINATION:

On the basis of this Initial Study of Environmental Impact, the Planning Commission of the City of El Segundo finds the following:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

James M. Hansen, Director of Community, Economic and Development Services; and, Secretary of the Planning Commission

Date 4/21/00
IV. EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earliest Analysis," may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

(a) Earlier Analysis Used. Identify and state where they are available for review.

(b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

(c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.
### Issues and Supporting Information

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#### 1. AESTHETICS. Would the project:

**a) Have a substantial adverse effect on a scenic vista?**

The CR-S zone is completely built-out, with a variety of architectural styles, and there are no scenic vistas within the Plan area. The Plan will identify methods of creating more attractive entrances and parking areas for the street and alley areas, and encouraging façade treatments. Creating more outdoor seating for restaurants and installing traffic calming improvements would encourage pedestrian activity from El Segundo's residents, to the benefit and viability of the local businesses located along the commercial streets. The Specific Plan program is intended to enhance the aesthetic quality of the Downtown commercial district, therefore, there are no negative impacts anticipated by the creation of the Downtown Specific Plan or its implementation.

**X**

**b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?**

None of the above referenced resources exist in the El Segundo Downtown. The widening of the sidewalks may require the removal of the existing Ficus street trees. Any trees which are removed will be replaced with trees that are less damaging to the public right-of-way, while also maintaining the visibility of storefronts. This removal and installation program will be consistent with the Master Street Tree Plan. Tree species will be taken from the approved list of street trees for El Segundo. Although many of the buildings in the 100 and 200 block of Richmond Street may qualify as local Historic Buildings, none of the buildings have yet been designated as historic, and they are not located within a State scenic highway. If any buildings are designated as historic, or if a Historic District is created, as contemplated, then additional environmental review will be required. Therefore, there are no negative impacts anticipated by the creation of the Plan or its implementation.

**X**

**c) Substantially degrade the existing visual character or quality of the site and its surroundings?**

One of the purposes of the Downtown Specific Plan is to identify current conditions that may be causing degradation to the Downtown District, and to propose solutions to remedy and improve the situation. As mentioned above, the Downtown District is comprised of many architectural styles, some of which are mixed uses, others are devoted entirely to retail use. Design Standards will improve the existing visual character of the project site. The possible construction of a two-story parking structure will not cause any visual degradation as the structure will be required to conform to the Design Standards and development standards included within the Plan. The preparation of a Downtown Specific Plan is not anticipated to cause degradation to any elements of the environment of the Downtown or its surroundings.

**X**

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

The installation of new street lights, twinkle or other decorative lighting, security and accent lights, will be a component of the new streetscape. The type of lights that could be installed has not yet been determined. However, footcandles, shielding, luminos, security and visibility will all be factors in determining the appropriate type of fixture for the Downtown. New lighting will be required to conform to the Design Standards and Development Standards, which address all of the factors discussed above, therefore there is no significant impact.

#### 2. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

**a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?**

None of the above mentioned agricultural resources are located within or near the Plan area.

**X**

**b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

None of the above mentioned agricultural resources are located within or near the Plan area.

**X**

**c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?**

There are no agricultural resources within the project area or the surrounding area.

**X**

#### 3. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:
Issues and Supporting Information

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a) Conflict with or obstruct implementation of the applicable air quality plan?

The land uses and densities proposed in the Plan area do not exceed those standards that are already existing and permitted, with a few exceptions. The City parking lot in the 200 block of Richmond Street is proposed to allow a density of 1.5 FAR, (5 higher than the current allowed FAR) which will allow an additional 8760 square feet of mixed use development. The increase in density from 1 to 2 residential units per 25 foot wide lot would potentially increase the number of dwelling units in the Plan area by a maximum of 150 additional units (See project description). Approximately 46 lots within the Plan area are City owned or Chevron parking lots. As these lots are required to meet the parking demands of the Downtown, and the Code required parking for Chevron, it is not anticipated that they will be developed with residential units. The SCAQMD thresholds indicate that projects which exceed 261 apartment units, or 297 condominium units would potentially have significant air quality impacts. It is anticipated that any new residential development in the Plan area would be condominium development, consistent with current development over the past several decades, however it is possible that apartment construction could occur. Since the maximum net increase in residential units does not exceed either of these two SCAQMD threshold numbers, there will not be a significant impact. Therefore, air emissions from the maximum net increase of density for the project, compared to the density currently allowed, would not exceed the South Coast Air Quality Management District's (SCAQMD) CEQA Air Quality Handbook thresholds (Tables 6-2 and 6-3) for significant air quality impacts, for construction or operations.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.

As discussed above, the project will not exceed the Southern California Air Quality Management Plan standards or thresholds of significance. The roadways and intersections within the Specific Plan area currently operate at Level of Service (LOS) A, B and C. Even with increased density, maximum build-out and reconfiguration of Main Street from four to three lanes, the roadways and intersections will not have a significant impact, with mitigation to the intersection of Main Street and Imperial Highway. All intersections are anticipated to be able to handle the traffic volumes, and therefore there are no traffic related air quality impacts. Parking is currently more than adequate in the Plan area and vehicles do not slow down, make frequent stops or recirculate throughout the same streets searching for a available parking.

Implementation of the Plan will continue to provide adequate parking, although more flexibility in parking standards will be provided, as previously discussed in the project description. Additionally, any traffic improvements will be designed so they enhance and encourage a pedestrian environment; which will potentially decreasing vehicle miles traveled and cold starts, thereby decreasing air emissions.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

See (a) and (b) above.

d) Expose sensitive receptors to substantial pollutant concentrations?

Although there are land uses which may have sensitive receptors within and adjacent to the Plan area, such as churches, daycares and schools, since the project will not exceed the SCAQMD thresholds, as discussed above, there will be no significant impacts.

e) Create objectionable odors affecting a substantial number of people?

Fumes that may be created by the implementation of the Plan may increase due to an increase in the number of restaurants and the slight increase in density. However, regulations imposed upon food serving businesses are required to comply with SCAQMD requirements. No significant changes in dust, ash, smoke, or fumes are expected. Therefore, no significant impacts are anticipated to occur.

4. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?

The Downtown Specific Plan area is completely build-out; there are no biological resources within the Plan area or surrounding areas to impact.

b) Have a substantially adverse effect on any riparian habitat or other

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**Sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?**

See a) above.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

See a) above.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?

See a) above.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The City of El Segundo does not have a tree preservation policy. The Ficus street trees are proposed to be removed throughout the City in the areas where they are causing significant infrastructure (curb, sidewalk, gutter and utility) damage, consistent with the Master Street Tree Plan. Many of the Ficus trees within the Plan area are anticipated to be removed. Any trees removed will be replaced with mature trees, which will cause less damage and provide more visibility to building facades. Tree removal and replacement is anticipated to be phased to minimize the visual impact. Any vegetation which is removed, and replaced, would not be considered a biological resource, as they are non-native species.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?

See a) above

### 5. Cultural Resources

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Although there are no buildings that are officially listed and categorized as historical, either locally or by the State, several buildings in the 100 and 200 blocks of Richmond Street, have significant local historical value. The Plan in and of itself would not severely affect the quality or quantity of these buildings, since it is anticipated that much of the original architecture will be preserved. The Plan proposes the establishment of incentives and dis-incentives to encourage the preservation, maintenance, and enhancement of the historical character of the area. The Plan also proposes the establishment of Historical Standards with design review for new construction, so that it will blend with the existing old construction, maintaining the "Old Town" feel of the area. Design review is also part of the Plan, which will assist in minimizing any potential impacts. Fasca easements may also be a mechanism to preserve the existing architectural styles. There are no significant impacts anticipated due to the inclusion of the above mentioned components of the Plan.

b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?

There are no known or anticipated archaeological resources within the Plan area. Should any previously unrecorded archaeological or paleontological resources be encountered during the construction of any projects within the Plan area, all work will be stopped and a qualified archeologist will be consulted to determine the potential significance of the find, in accordance with the State CEQA Guidelines.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Paleontological resources have not been identified in the Downtown, and are not anticipated to exist, particularly since the development of the majority of the area occurred at a time when such resources would not be considered significant (i.e. early to mid 1900’s). There are no unique geologic features, as the area is fully developed and was sand dunes prior to development. However, if any archaelogical or paleontological resources are encountered during any construction, a qualified expert will be required to investigate, in accordance with CEQA and other State guidelines and provisions.

d) Disturb any human remains, including those interred outside of formal cemeteries?

There is no indication that there are any human remains within the Plan area.

### 6. Geology and Soils

Would the project:
### Issues and Supporting Information

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<tr>
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<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</table>

#### a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Geologically, the area is not on or near to any known active or potential major fault lines. However, the entire Plan area is subject to seismic shaking and is potentially at risk of serious damage and possible bodily injuries, just as all of Southern California. However, the masonry buildings constructed before 1933 have been seismically retrofitted and upgraded in accordance with standard Code requirements. Some of the masonry buildings constructed after 1933 have also voluntarily been seismically reinforced. Since all new buildings must comply with the California Building Code and lending institutions are requiring seismic retrofitting it is anticipated that no significant impacts would occur with moderate earthquakes events.

(ii) Strong seismic ground shaking?

<table>
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<tr>
<th>All buildings in the area have, and will continue to, experience significant shaking in the event of a major earthquake, just as all of the seismically active Southern California region experiences earthquakes. Many of the older masonry buildings have been seismically rehabilitated, or were constructed subsequent to the 1933 Long Beach earthquake. Should intensification of uses occur in existing buildings, seismic rehabilitation would be required, in accordance with standard Code regulations. New buildings would comply with current Uniform Building Code (UBC) and El Segundo Municipal Code regulations. Therefore, no significant impacts are anticipated as a result of the adoption and implementation of this Plan.</th>
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</table>

(iii) Seismic-related ground failure, including liquefaction?

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<tr>
<th>The Plan area is identified within the City’s General Plan as being an area with medium liquefaction potential, primarily due to the sandy soils. Compliance with standard Codes for new construction will ensure no significant impacts.</th>
</tr>
</thead>
</table>

(iv) Landslides?

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<tr>
<th>The Plan area is not identified within the City’s General Plan as an area that is subject to landslides, soil erosion or loss of topsoil. The groundwater level in the Plan area is approximately 8 feet below the surface. There are some significant topographical changes in a few isolated areas of the Plan, however these are existing and have been for decades and have not experienced any landslides, soil erosion, loss of topsoil or ground movement. Any new grading or construction on slopes will need to comply with standard Code criteria in order to ensure slope stability and erosion control and therefore there are no significant impacts.</th>
</tr>
</thead>
</table>

(b) Result in substantial soil erosion or the loss of topsoil?

See a) iv above.

(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

See a) iv above.

(d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?

The soil in the Plan area is mainly Oakley Fine Sand, with the 200 and 300 blocks of Richmond Street containing Ramona Loam. Neither of these soil types are expansive, generally clay soils are expansive, and therefore there are no significant impacts.

(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

There are sewer systems available throughout the Plan area and the El Segundo Municipal Code requires that all water disposal systems be connected to the sewers. Septic tanks or similar systems, which are not connected to the sewer system, are not permitted. Therefore, there are no impacts.

### 7. HAZARDS AND HAZARDOUS MATERIALS. Would the project?

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

See d) below.
### Issues and Supporting Information

<table>
<thead>
<tr>
<th>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?</th>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
<td>Potentially Significant Impact</td>
<td>Less than Significant With Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
<td>X</td>
</tr>
<tr>
<td>d) 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?</td>
<td>Potentially Significant Impact</td>
<td>Less than Significant With Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
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According to the most recent California Department of Toxic Substances Control (DTSC) Hazardous Waste and Substance Sites List, dated April, 1998, there are no such sites in the Plan area. There are no other known potentially hazardous sites in the Plan area. The Plan anticipates that development would continue to utilize common cleaning solutions and other common materials used in business and residences, disposed of in accordance with applicable statutes. The use of these materials would not be considered to be a significant increase over existing circumstances. Based on the amount of hazardous materials stored, the nature of the packaging, the materials involved, and the individual businesses’ compliance with applicable regulations, the risk from development in the Plan area is considered minor. Based on the foregoing, the proposed Plan will have a less than significant impact regarding the use, disposal, or release of potentially hazardous materials and no mitigation is required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?  
The Plan area is approximately one-half mile south of Los Angeles International Airport (LAX). As the proposed level of development and the types of permitted land uses are consistent with what is already existing in the area; it is not anticipated that there will be any safety hazards associated with implementation of the Plan.
| Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact | X |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?  
The Plan area is not within the vicinity of a private airstrip. | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact | X |
| g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan? | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact | X |

Currently, the Plan area is accessible to emergency vehicles via Main and Richmond Streets and Grand Avenue. Based on traffic volumes detailed in the Circulation Element Traffic Impact Study, no unmitigated traffic impacts are foreseen with development in the Plan. Evacuation plans and procedures would be incorporated into building and site design. Therefore, implementation of the Plan is not expected to interfere with emergency response or evacuation plans and no mitigation is required.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?  
The Plan area is not within or adjacent to any areas which may have wildfires, therefore there are no impacts.

8. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?  
See j) below.
### Issues and Supporting Information

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<tr>
<th>Potential Significant Impact</th>
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<tbody>
<tr>
<td>b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</td>
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</tr>
<tr>
<td>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</td>
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</tr>
<tr>
<td>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?</td>
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<tr>
<td>e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</td>
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<tr>
<td>f) Otherwise substantially degrade water quality?</td>
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<td>X</td>
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<tr>
<td>g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</td>
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</tr>
<tr>
<td>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</td>
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<td>X</td>
</tr>
<tr>
<td>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</td>
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<td>X</td>
</tr>
<tr>
<td>j) Inundation by seiche, tsunami, or mudflow?</td>
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</table>
The Plan area is located within an urbanized environment, and is not near any surface water bodies, rivers, streams, levees, or dams or within a flood plain designated by the Federal Emergency Management Agency or in any areas subject to flooding.

Existing absorption rates and drainage patterns would not be expected to change significantly, as future construction would increase only slightly the amount of impervious surfaces presently located on-site. New landscaped areas would permit some additional surface water absorption. Given there would be no increase in imperviousness, drainage volumes would not increase. Surface water run-off generated by new development in the Plan area would continue to be collected by storm drains located along Main and Richmond Streets and Grand Avenue and directed via culverts to the Pacific Ocean.

Any new development in the Plan area of significant size would require that site run-off and absorption rates will be calculated and analyzed by a licensed civil engineer who would develop a design to facilitate drainage via the existing storm sewer system adjacent to the site. Any improvements would be required to be completed by development applicants. New development will be required to comply with the City's Storm Water and Urban Runoff Pollution Prevention Control Ordinance (No. 1235) and the Water Conserving Landscape Ordinance (No. 1194) and Resolution (No. 3806). A National Pollution Discharge Elimination System (NPDES) Permit from the State Water Resources Control Board would be required for development on any site that is more than 5 acres in size.

During future construction the displacement of earth could temporarily cause a change in drainage patterns. New patterns will be established once the project is completed. All runoff during and after construction will be required to drain into storm drainage facilities in accordance with plans and permits approved by the Departments of Community, Economic Development Services and Public Works. Adjacent properties will be protected from flooding and erosion in accordance with standard code requirements.

Significant impacts to water availability are not anticipated. While the proposed project would represent a continuation of the region's urbanizing trend, only minor increases in currently allowed densities are anticipated, as previously discussed. The Plan would not result in significant impacts to ocean or groundwater quality, absorption rates, drainage patterns, surface water run-off, or the amount of available water. There are no new impacts anticipated or associated with the proposed project and no mitigation beyond the standard permits is required.

9. LAND USE AND PLANNING. Would the project:
   a) Physically divide an established community?
   
   There are no changes in the Plan area that would divide an established community. The Plan will enhance the existing Downtown area, providing a focal point, and help to further unite the existing small town atmosphere of the community.

   b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

   X
The proposed Downtown Specific Plan will provide the land use and development standards for the Plan area, replacing the current Downtown Commercial (C-RS) and Public Facilities (PF) Zoning and land use designation.

Conformance with the General Plan is a policy issue which is determined at the discretion of the Planning Commission and the City Council. The Zoning and Municipal Codes incorporate many requirements which will help to mitigate any potential General Plan conflicts such as landscaping, underground utilities, Transportation Demand Management (TDM) strategies, water conservation and storm water control.

As previously discussed, the existing land uses surrounding the Specific Plan area consist of residential, commercial and light industrial uses. The project is not expected to produce significant impacts in the pattern or scale of existing development within the Plan area or in its vicinity. The new Plan retains the existing land use pattern, with only minor revisions, which was already established when the City adopted the Zoning Code and General Plan, and which has been in existence for more than 50 years.

The Plan contains an overall Vision Statement which sets forth the goal of keeping the Downtown area as a small town community center. The Plan has policies that are designed to help the City achieve this goal. These policies address land use, building and design provisions, parking and traffic, and other issues. All these policies are designed not to alter the present land use pattern, but instead to enhance it.

c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?

There are no habitat conservation or natural communities conservation plans within or near the Downtown Specific Plan area, therefore there are no conflicts.

10. MINERAL RESOURCES. Would the project:

   a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The proposed Project would not impact the community with respect to the consumption of renewable and non-renewable natural resources in the form of building materials during any future construction, and water and fossil fuels during operation of any business within the Plan area. Increased development in the Plan area would result in an insignificant increase in the consumption of natural resources including fossil fuels in the form of electricity and natural gas since only minor increases above the existing density are proposed. Increased consumption is expected to be marginal and would be considered insignificant relative to cumulative consumption volumes throughout the City of El Segundo and the airport area as a whole. Development in the Plan area would be expected to consume natural resources at relatively low rates compared to the current allowed density, and impacts to energy and mineral resources would therefore be considered insignificant. It is anticipated that existing supplies and infrastructure are adequate to meet any potential additional demands for water and wastewater facilities. In addition, development within the Plan area would comply with all applicable statutes and regulations set forth in the Uniform Building Code, and all applicable State resource conservation measures.

Southern California Edison Company and the Gas Company are the suppliers of electricity and natural gas to the Plan area. Existing fuel supplies and infrastructure are adequate to meet the minor increase in density. Development within the Plan area would comply with all applicable statutes and regulations set forth by the respective energy companies, in addition to all applicable State energy conservation measures. Therefore, the proposed Specific Plan is not expected to result in significant increases in fossil fuel consumption or to produce any significant impacts upon the use, extraction or conservation of any natural resources, and no mitigation is required.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

There are no known mineral resources within the Plan area, or any mineral resource recovery sites delineated on any local general, specific or other land use plan.
### Issues and Supporting Information

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11. **NOISE.** Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

See d) below.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

See d) below.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

See d) below.

d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

No significant increase in the existing noise levels is anticipated, since the land use pattern is already established and the Plan area is developed. Future development is anticipated to be consistent with this existing land use pattern.

Although the project site is developed, it is anticipated that business uses will change over a period of time. Today, one source of noise in the Downtown is that of the existing bars and restaurants. Any new bars require a conditional use permit. Thus, the noise issue will be addressed through the individual application review process. All businesses must comply with the noise standards in Chapter 9.06.

It is anticipated that there will be a slight increase in long-term ambient noise levels resulting from increased patronage of businesses within the Plan area. Increases in customer and employee activity is directly related to the economic health of the business district and cannot be predicted at this time. However, any increase in noise level is not anticipated to be significant. Exposure of people to severe noise levels is not anticipated to result from the adoption of the Plan and related implementation ordinances.

Reconstruction of existing buildings within the Plan area is anticipated to occur. This would result in a short-term increase in noise levels from typical construction-related noise. Construction and related noise is limited by the City of El Segundo Municipal Code, Chapter 9.06. Noise and vibration effects on the surrounding land uses are analyzed for both short-term construction activities and long-term operation of businesses within the Plan area. Construction activities for any new development in the Plan area are anticipated to be short-term in nature (approximately 6 to 12 months in duration) and will occur only between 7 a.m. to 6 p.m. Monday – Saturday as allowed by City regulations. In addition, vibration attributable to construction activities is expected to be minimal due to the type of construction equipment generally employed for development of this nature. Therefore, there are no impacts.

e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

See f) below.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

The Plan area is approximately one-half mile south of Los Angeles International Airport (LAX). The area is in the 65 CNEL noise contour, which is not considered a severely impacted noise area. The types of land uses proposed within the Plan area are already existing, are generally not sensitive to noise. There are no noise impacts with the proposed Plan area.

12. **POPULATION AND HOUSING.** Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

See c) below.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
<table>
<thead>
<tr>
<th>Issues and Supporting Information</th>
<th>Potentially Significant Impact</th>
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<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td>c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</td>
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In 1997, the City of El Segundo had a permanent population of approximately 16,250 and a daytime population of approximately 75,000. This resident to employee ratio has contributed to a relatively high demand for housing within the City. In 1996, a total of approximately 7,325 dwelling units existed in El Segundo. All residences in the City are located west of Sepulveda Boulevard, while non-residential uses are located predominately to the east of Sepulveda Boulevard.

New development within the Plan area will bring minimal new employment and a maximum of 150 housing units to the area. It is not anticipated to add significantly to the overall daytime population of the entire City. The project is not expected to induce substantial growth as the densities proposed are similar to what is currently allowed and the increase in residential density is not significant compared to the overall number of dwelling units in the City. The project will not displace existing housing or people as no demolition of existing housing is anticipated. No significant impact is anticipated.

13. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

<table>
<thead>
<tr>
<th>a) Fire protection?</th>
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<tr>
<td>See e) below</td>
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<tr>
<td>b) Police protection?</td>
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<td>c) Schools?</td>
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<tr>
<td>d) Parks?</td>
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<td>See e) below</td>
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<tr>
<td>e) Other public facilities?</td>
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</table>
The approval and implementation of the Plan will not result in the need for new or altered fire or police protection services, since the project covers an already developed portion of the City. The proposed Plan is not anticipated to impact the demand for municipal services. Police and fire services to the Plan area are provided by the City of El Segundo Police and Fire Departments. Water and park services are also operated by the City of El Segundo. Sewer demands for the proposed project will continue to be accommodated by Los Angeles County Sanitation District sewer lines and will be treated at the Hyperion Treatment facility in the City of Los Angeles. School services are provided by the El Segundo Unified School District.

In the future, as new development occurs, upgrades in fire protection systems and seismic retrofit programs could reduce the demands upon the Fire Department.

Some existing land uses within the Plan area require a greater level of police protection than others. Bars and restaurants with liquor licenses or entertainment have been known to require additional police protection. The new Plan will continue to require conditional use permits for bars and special permits for entertainment and amplified sound. Any sale of alcohol requires an Administrative Use Permit, which is discretionary. The need for any additional police protection can be addressed, if necessary, through the project specific application process.

There is minimal residential development within the Plan area. Any increase in schooling children in the Plan area that may occur with the adoption and implementation of the Plan is anticipated to be minor, as any new residential development is anticipated to be minor and not a significant impact. Residential development within a mixed-use environment tends to attract smaller households without school age children.

All parks and other recreational facilities adjacent to the Plan area are to be retained. The Plan area itself does not contain any parks or recreational facilities so there are no proposed changes to these facilities. No additional facilities will be required due to the adoption of the Plan and implementation program, because the project will not result in a significant increase in population or employment.

No impacts to other public or governmental facilities are anticipated as the result of the proposed project.

### 14. RECREATION.

a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The project is not anticipated to significantly increase the use of any existing recreational facilities as any increase in employment or population in the Plan area will be insignificant, as previously discussed.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

All parks and other recreational facilities adjacent to the Plan area are to be retained. The Plan area itself does not contain any parks or recreational facilities. There are no proposed changes to the existing recreational facilities in the surrounding area. No additional facilities are proposed or will be required due to the adoption of the Plan and implementation program, because the project will not result in a significant increase in population or employment.

### 15. TRANSPORTATION/TRAFFIC. Would the project:

a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

X
The roadways and intersections within the Specific Plan area, currently operate at Level of Service (LOS) A, B and C. As evaluated in the Circulation Element update, even with increased density, maximum build-out, and reconfiguration of Main Street from four to three lanes, the roadways and intersections will not have a significant impact, with mitigation. One intersection, Imperial Highway and Main Street (outside of the Plan area), would require intersection mitigation, including striping, signalization modifications, and possibly other minor improvements. The westbound left-turn and eastbound right-turn volumes currently are very high. This intersection currently operates at LOS E, and the increase in density in the Downtown would slightly worsen the condition.

With a three-lane configuration, one through lane would be provided in each direction on Main Street and the third lane would be a center left-turn lane. A two-lane configuration was evaluated but is not proposed as there are potentially significant impacts with two-lanes. Additionally, the Circulation Element evaluates the possibility of reclassifying Main Street from El Segundo Boulevard to Grand Avenue from Secondary Arterial to Collector Street. The evaluation concludes that it would be appropriate instead to identify a new street classification, “Commercial Collector”, as the existing roadway for the entire length of Main Street is inconsistent with the existing classifications. Main Street is currently designated as a four-lane collector from Grand Avenue to Imperial Avenue, with a curb to curb width of 56 feet and a right-of-way width of 80 feet. The new classification would only be for Main Street and would accommodate the proposed three-lane configuration as well as the existing four-lane configuration, which will remain outside of the Specific Plan area. The traffic analysis that was prepared for the Circulation Element is considered to be worse case scenario as the entire C-RS zone was evaluated, not just the Plan area.
### Issues and Supporting Information

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#### b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

The nearest CMP designated roadway is Sepulveda Boulevard. The traffic study that was prepared for the City’s Circulation Element update indicates that there will be no significant impact to any CMP routes as the Plan area is located almost 1 mile west of this nearest route.

#### c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

As previously discussed, the Plan will not significantly increase allowed density and the traffic study for the Circulation Element indicated there are no significant impacts with the implementation of the Plan. The type of land uses that are existing and proposed are neighborhood serving and are not expected to generate additional airport traffic which would impact air traffic patterns or result in a substantial safety risk.

#### d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Currently there are no design features which are hazards. Proposed traffic improvements will not create any new hazards and are anticipated to improve safety as the emphasis will be on improving and enhancing pedestrian circulation without negatively impacting vehicular circulation. There are no incompatible land uses in the vicinity.

#### e) Result in inadequate emergency access?

Any modifications to roads or alleys will be designed to accommodate emergency vehicles in accordance with standard Code requirements. As the level of new development that is proposed with Plan implementation is minimal, there will not be any significant impacts to emergency access.

#### f) Result in inadequate parking capacity?

The Plan proposes to provide more flexible parking standards in order to take advantage of the existing abundant parking supply. Joint-use, shared, structured and off-site parking and other solutions are potentially proposed in order to better manage parking. A Parking Management Plan, to be included within the Specific Plan, will ensure that existing and new parking facilities are adequate to serve any new development within the Plan area.

#### g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

The Plan will enhance and expand existing alternative transportation by providing additional or improved bus turnouts and bike racks.

### 16. UTILITIES AND SERVICE SYSTEMS

Would the project:

#### a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

See g) below.

#### b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

See g) below.

#### c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

See g) below.

#### d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

See g) below.

#### e) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider’s existing commitments?

See g) below.

#### f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

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<tr>
<th>Potentially Significant Impact</th>
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<tr>
<td>Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
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<td>Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
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<td>Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
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<td>Result in inadequate emergency access?</td>
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<td>Result in inadequate parking capacity?</td>
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### Issues and Supporting Information

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**g) Comply with federal, state, and local statues and regulations related to solid waste?**

Existing utility infrastructure beneath Main and Richmond Streets and Grand Avenue, and the abutting alleys, includes electricity, natural gas, telephone, cable television, water, sewer and storm drain lines. Utility services for any future development in the Plan area would be provided by the appropriate purveyors, including: Southern California Edison Company, The Gas Company, Pacific Bell, Paragon Cable, and the City of El Segundo Water and Wastewater Division. Solid waste disposal is provided to commercial users by a variety of private haulers. The City of El Segundo provides residential solid waste service. Development within the Specific Plan Area would contract with a provider. Landfill capacity for the planning term (10 years) is adequate for assumed population and commercial growth within Los Angeles County. Future development and implementation of the Plan would not exceed any assumptions for either population or commercial growth in the region. The impacts of the Plan on utility systems is minimal. Developers would be required to submit all registration forms required for service connections in the Plan area, and would adhere to all applicable utility permit guidelines and restrictions.

Water utility service is provided by the City of El Segundo Water Department which purchases water from the West Basin Municipal Water District (WBMWD). WBMWD recently completed the largest water reclamation facility in the State located in El Segundo, which provides water to a number of commercial, industrial and park users. It would be feasible at this time to connect to reclaimed water supplies, as reclaimed water facilities are located within a few blocks of the Plan area.

Therefore, development and implementation of the Plan is not expected to generate the need for new utilities, nor would it cause significant alterations to existing utilities.

### 17. MANDATORY FINDINGS OF SIGNIFICANCE.

| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? |   | X |

**See c) below.**

| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)? |   | X |

**See c) below.**

| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? |   | X |

The proposed project is on almost fully developed sites located in an urban setting. Based on the analysis above, the project does not have the potential to degrade the quality of the environment. There are no foreseeable negative cumulative impacts associated with the proposed project or no environmental effects that will have an adverse effect on human beings.

### Mitigation Measure:

Intersection improvements, including striping, signalization modifications, and possibly other minor improvements, shall be required at Imperial Highway and Main Street, when the level of new development dictates that it is necessary in order to mitigate project impacts.
Issues and Supporting Information

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Source List:

3) City of El Segundo General Plan Existing Conditions Reports – April 1992
5) California Department of Toxic Substances Control (DTSC) Hazardous Waste and Substance Site List – April 1998
AGENDA DESCRIPTION:

Consideration and possible action regarding Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01 to amend the Downtown Specific Plan by:

1) Removing the requirement that upper-floor residential occupants must also be commercial tenants or owners of the business below; and
2) Clarifying language regarding residential density and height limits.

(Fiscal Impact: None)

RECOMMENDED PLANNING COMMISSION ACTION: It is recommended that the Planning Commission open the public hearing and take public testimony on the project; close the public hearing and consider the evidence; and, adopt Resolution No. 2814 recommending that the City Council a) adopt Addendum No. 1 to an approved Mitigated Negative Declaration and, b) adopt an Ordinance amending the Downtown Specific Plan regarding residential uses; or, alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Planning Commission Resolution No. 2814
   Exhibit A - Addendum to EA/MND
   Exhibit B – Draft Ordinance
2. Draft Downtown Specific Plan (strikeout/underline)

ORIGINATED BY: Russell Toler, Contract Planning Technician
REVIEWED BY: Paul Samaras, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
APPROVED BY: Sam Lee, Director of Planning and Building Safety

I. INTRODUCTION:

The proposed project is an amendment to the Downtown Specific Plan. The amendment would remove residency restrictions on upper-floor residential units in all six districts. In addition, the amendment would bring related language into consistency with the proposed change, and clarify the existing limits to residential density and to building height.

II. BACKGROUND AND DISCUSSION:

Background

The Downtown Specific Plan (DSP) was adopted in August of 2000 in order to implement a community vision for the downtown area through development and design criteria. Since 2003 (the earliest year that staff can query permit records), there were three instances of new construction, four additions, and seven changes of use within the Plan area. There are currently
86 residential units and 202 commercial units within the DSP area. The great majority of existing residential units date from before the adoption of the DSP, and are therefore permitted to continue as nonconforming residential units without restrictions. The current density standard was determined to allow a maximum total of 276 residential units within the plan area.

On December 12, 2016, the applicant initiated the process to amend the DSP. The applicant represents a prospective buyer of the property at 121-127 Richmond Street. The proposed Ordinance, if adopted, would remove the existing DSP requirement that upper-floor residential occupants must also be tenants or owners of the business below. Other amendments are proposed as well to ensure clarity and consistency with the removal of the owner-occupancy requirement. DSP section VI (Development Standards) lists “Business tenant/owner-occupied residential units” as a permitted use. This use is listed in each of the six districts within the DSP, and is allowed only “above street-front level”. Therefore, upper-floor residential units are permitted within the DSP, provided that they are occupied by either the tenant or owner of the ground-floor business.

Based on review of available records it appears that the existing DSP language was intended to address potential parking impacts, as evidenced by DSP section VII regarding residential parking requirements, which states:

a. Residential Uses:

i) Dwelling units/Live/work - No additional parking required. People who occupy the residential units will be the ones working in the commercial units, therefore, additional parking spaces would not be needed.

This is based on the assumption that such an allowance would not affect parking. Specifically, since parking is already required for commercial space, additional parking is not necessary for someone who works in that space and resides upstairs. Staff believes that this requirement severely reduces the number of potential downtown tenants and is a deterrent to development, which could explain the small number of residential units developed downtown since the adoption of the Plan. Further, the restriction places a burden on property owners who, in order to fill their units must find people willing to lease both the commercial and residential units together. The proposed amendments would continue to allow residential uses on the upper floor, above commercial uses, without changing the parking requirements. The proposed amendments would only remove the requirement that upper floor residential units be occupied by the tenant or owner of the business below.

Options regarding parking:

Planning staff recommends that the zero parking requirement for DSP residential units should be maintained for the following reasons:

1. The capacity for residential units within the plan area is not changing. Buildout will still consist of the same number of residential dwelling units.

2. Land Use Element Objective LU4-4, states that the City should “Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.” The downtown area is the most
obvious part of the City for such an environment. Requiring parking for residential units works in opposition to the objective by facilitating auto-dependency.

3. Required parking spaces take away from the buildable and leasable area of downtown properties, which can discourage development.

The proposed Ordinance includes the zero parking requirement for the reasons discussed above.

An alternative option would be to remove the owner-occupancy requirement, but impose a new parking requirement for new (newly constructed or newly converted) residential units at a rate of one space per unit. In the event that a developer encounters difficulty meeting the one space per unit parking requirement, the developer would be able to pay an in-lieu fee under the City’s Parking In-Lieu Fee Program. The program currently requires $17,500 be paid per space, which can be paid over a period of time. The monies must be used to increase public parking in the DSP area.

Other Changes to the DSP:

In addition to this amendment, staff is proposing that related sections of the DSP be clarified. Since the proposed amendment could potentially incentivize new development, it is important that the DSP be clear in all related language and standards. The following changes are proposed:

1. The introduction section of the DSP contains the following statement: “The final Plan will not allow the development of any new residential units, although the existing units may continue and may be rebuilt if accidentally destroyed.” There is nothing in the DSP that suggests a cap on the number of residential units within the DSP area. Currently, one residential unit is allowed per 3,500 square foot lot. Staff believes that this is residual draft language left from a previous idea that was not pursued, and should therefore be removed.

2. Height: the current DSP height standard for each district is verbose and difficult to understand. Staff proposes simplified wording.

3. Residential density: the current limit to residential density is worded ambiguously. It states: “The maximum residential density shall not exceed one dwelling unit per 3,500 square foot lot. If the lot is less than 3,500 square feet, one unit is allowed.” A strict reading would prohibit more than one residential unit per lot regardless of lot size. Staff believes that such a reading would constitute a misinterpretation of the intent of the standard, and therefore has proposed new language.

4. Parking: the DSP explains that additional parking is not required for upper-floor residential units because “People who occupy the residential units will be the ones working in the commercial units”. Because this is not consistent with the amendment, staff proposes that the explanatory language be removed.
General Plan and Zoning Consistency

Consistency with the El Segundo Municipal Code.

Pursuant to ESMC Title 15, Chapter 26 (Amendments), in order to recommend City Council approval of the proposed amendments, the Planning Commission must find that the amendments are necessary to carry out the general purpose of ESMC Title 15. The purpose of this Title (ESMC § 15-1-1) is to serve the public health, safety, and general welfare and to provide economic and social advantages resulting from an orderly planned use of land resources. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

Consistency with the El Segundo General Plan

ESMC § 15-1-1 (Purpose, Title) states that Title 15 is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Specific Plan Amendment is consistent with those goals, objectives, and policies. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

III. ENVIRONMENTAL REVIEW:

The proposed Ordinance consists only of minor revisions and clarifications to the Downtown Specific Plan which was evaluated by an adopted Mitigated Negative Declaration (Environmental Assessment No. 474) on August 1, 2000. Accordingly, an addendum to the Mitigated Negative Declaration has been prepared pursuant to 14 CCR § 15164 and is set forth in Exhibit “A” to Resolution No. 2814 (attached).

IV. RECOMMENDATION:

Staff recommends that the Planning Commission adopt Resolution No. 2814 recommending that the City Council approve Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01.
MINUTES OF THE MEETING
OF THE PLANNING COMMISSION
OF THE CITY OF EL SEGUNDO, CALIFORNIA

April 13, 2017

Chair Baldino called the El Segundo Planning Commission meeting to order at 5:38 p.m. in the El Segundo City Hall’s Council Chambers, 350 Main Street, El Segundo, California.

Commissioner Nicol led the Pledge of Allegiance.

NICOL, NISLEY, BALDINO, NEWMAN, and WINGATE

None.

Mr. Baldino presented the Consent Calendar.

Mr. Baldino pulled item E-1 – Environmental Assessment No. EA 1165 and Administrative Use Permit No. AUP 16-10. Address: 400 Main St. Applicant: Vilma Delgado. Property owner: John Doukakis

Commissioner Newman recused herself from participating in Agenda Item E-1 for potential conflict of interests relating to the proximity of her property to the project site.

Assistant Planner Raneika Brooks presented a staff report.

Vilma Delgado, Applicant

Mr. Baldino asked about the displayed ABC license suspension notice.

Ms. Delgado explained that the license was revoked due to nonpayment.

Mr. Baldino asked the Applicant if she had received any other citations or complaints from the ABC while maintaining the current license.

Ms. Delgado replied that she has not.

Mr. Nicol asked if the requested license was for hard liquor.

Ms. Delgado replied that it was for beer and wine only.

Commissioner Wingate moved, seconded by Mr. Nicol to receive and file Environmental Assessment No. EA 1165 and Administrative Use Permit No. AUP 16-10 (Passed 4-0).

None.

NEW BUSINESS: EA 1183, SUB 17-01

Assistant Planner Maria Baldenegro presented a staff report.

Harry Wu

Mr. Baldino complimented Mr. Wu on the design of the townhomes, both for their physical appearance and for meeting code.

Ms. Wingate moved, seconded by Commissioner Nisley to approve Environmental Assessment No. EA 1183, Subdivision No. SUB 17-01 for Tentative Parcel Map No. TPM 74306.


NEW BUSINESS: EA1184, SPA 17-01

Due to a potential conflict of interests relating to the proximity of 3 of the Commissioners’ properties to the project site, names were drawn in order to determine which would stay on the dais. One needed to stay in order for a majority vote to be achieved. Ms. Newman’s name was drawn. Commissioner Nisley and Ms. Wingate recused themselves from the dais.

Contract Planning Technician Russell Toler presented a staff report.

Ms. Newman asked staff if there had been many proposals that seem to have been impeded by the requirement that residential tenants be tenants of the commercial units below.

Mr. Toler stated that there have not been many inquiries about new projects, though the selling of residential units that were built after the adoption of the requirement has caused concern, and is the source of the proposed amendment.

Mr. Nicol stated that he is concerned by the fact that all new construction triggers compliance with current (and higher) parking requirements. He said that this de-incentivizes redevelopment and that nonconforming parking rights should be grandfathered for redeveloped commercial properties.

Mr. Baldino noted that this could be accomplished by requiring no parking for commercial development, but asked whether this was fair to those who have already paid into the parking in-lieu fee program.
Ms. Wingate stated that buildings on the west side of Main Street could easily provide semi- or full-subterranean parking. She stated that the downtown area needs more parking because it is getting more crowded, and that it should be required for both commercial and residential uses.

Mr. Baldino asked staff whether under the proposed amendment parking would be required for new construction only, or for conversions as well.

Planning Manager Gregg McClain explained that the conversion of upper floor commercial space to residential space would constitute a change in use, and therefore trigger parking requirement. He noted, however, that a reduction in commercial area could work out in favor of the property owner doing such a conversion.

Ms. Newman expressed concern over requiring no parking at all for new residential units. She stated that the in-lieu fee of $17,500 didn’t seem like too much when considering the total cost of a second story addition.

Ms. Wingate reiterated that parking should be required for both commercial and residential uses.

Matt Crabbs

Mr. Crabbs expressed his belief that a zero parking requirement for new residential units would not cause problems, and that the in-lieu fee probably would not deter much development. He stressed the importance ensuring that the second stories that do go up are of an acceptable aesthetic quality.

Mr. Baldino asked Mr. Crabbs if he thought a zero parking requirement would spur development.

Mr. Crabbs responded that it could incentivize some development, but due to the difficulty of adding second floors within the Plan area, new development is more practical.

Mr. Baldino asked whether the City wanted to err on the side of encouraging residential units in order to help revitalize downtown or to err on the side of being overly protective of parking issues. He stated that he was torn between requiring 0 and 1 space per residential unit.

Mr. Nicol asked if 0.5 per residential unit was an option.

Mr. Baldino said that the requirement could be 0.5 spaces required per unit, which would mean that only 1 space would be required for the development of 2 residential units.

Ms. Newman asked staff if the property in question had adequate parking.
Mr. Toler responded that 19 spaces were provided, though based on the commercial square footage, only 17 were required.

Mr. Nicol expressed his recommendation that 0.5 spaces be required per residential unit, with the first unit waived of any parking requirement. The developer would have the option to pay the in-lieu fee. Mr. Nicol stated that based on Mr. Crabbs' comments, he did not believe that such a fee would deter development.

Ms. Newman expressed her recommendation of requiring 0.5 spaces per residential unit without the first being waived.

Mr. Baldino summarized that the Commission was in agreement that residential units should not be required to be owner-occupied, and that the amendment should only be applied to new units so that existing properties would not be adversely affected. He directed staff to prepare two versions of an Ordinance that reflect the Commission’s opinion, each with one of the proposed parking options, which would be decided on at the following Planning Commission meeting.

Ms. Newman moved, seconded by Mr. Nicol to continue item H-3 – EA 1184 and Specific Plan Amendment 17-01 to the following meeting (passed 3-0).

Mr. Nisley and Ms. Wingate rejoined the dais.

None.

None.

Planning and Building Safety Director Sam Lee stated that he appreciated the night's discussion and that he would like to get the Downtown Subcommittee together again so that they could talk about the issues of parking and nonconformities within the downtown area.

He also spoke in favor of the parking in-lieu fee program, stating that he believed that its unpopularity is due to misunderstanding. He stated that the collected funds go into an account that is used to provide community parking within the downtown area. He reminded the commission that the recent Richmond Street improvements, which added street parking downtown, was partially funded by the in-lieu fee program funds. Mr. Lee said that there are not a lot of in-lieu funds coming in because of the allowance of the interchange of permitted commercial uses without businesses having to provide additional parking. He requested that staff prepare a presentation on the program.

Mr. Nicol asked why the City doesn't provide parking in order to see the types of businesses that they want to see thrive. He stated that requiring businesses to provide their own on-site parking can be a deterrent to new
business.

Mr. Baldino asked Mr. Lee on the status on making the City Fire Department parking lot more accessible to the public.

Mr. Lee stated that he would check with the fire chief.

Mr. Baldino asked about the status on the proposed changes to requirements regarding Accessory Dwelling Units.

Mr. McClain said that a staff report would be presented at the following meeting.

Mr. Baldino encouraged everyone to sign up for the community Run for Education which would be on April 22.

Mr. Nicol announced that Ed! Gala tickets were on sale for Friday May 12th.

Chair Baldino adjourned the meeting.

The meeting adjourned at 6:52 p.m.

PASSED AND APPROVED ON THIS 13TH DAY OF APRIL 2017.

Sam Lee, Secretary of the Planning Commission and Director of the Planning and Building Safety Department

Ryan Baldino, Chairman Planning Commission City of El Segundo, California
AGENDA DESCRIPTION:

Consideration and possible action regarding Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01 to amend the Downtown Specific Plan by:

1) Removing the requirement that upper-floor residential occupants must also be commercial tenants or owners of the business below;
2) Establishing a new parking requirement for new residential units; and
3) Miscellaneous cleanup.

(Fiscal Impact: None)

RECOMMENDED PLANNING COMMISSION ACTION: It is recommended that the Planning Commission open the public hearing and take public testimony on the project; close the public hearing and consider the evidence; make a decision regarding parking requirements; and adopt Resolution No. 2814 recommending that the City Council a) adopt Addendum No. 1 to an approved Mitigated Negative Declaration and, b) adopt an Ordinance amending the Downtown Specific Plan regarding residential uses; or, alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Planning Commission Resolution No. 2814
   Exhibit A – Addendum No. 1 to the EA/MND
   Exhibit B – Draft Ordinance (Parking option 1)
   Exhibit C – Draft Ordinance (Parking option 2)

ORIGINATED BY: Russell Toler, Contract Planning Technician
REVIEWED BY: Paul Samaras, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
APPROVED BY: Sam Lee, Director of Planning and Building Safety

I. INTRODUCTION:

On April 13, 2017 the Planning Commission considered an amendment to the DSP to remove residential restrictions on upper-floor units. Staff also sought direction on what the parking requirement should be for new residences in the downtown area. Based on its discussion, the Planning Commission believed that parking should be required, but indicated that it should not be what is typically required of residential development (i.e., 2 spaces per unit). As a result, the Planning Commission directed staff to return with a resolution with the following two options for consideration:

1) Require 0.5 space per new residential unit.
2) Require 0 spaces for the first new residential unit, and .05 per additional unit.

In the event that a developer encounters difficulty meeting the parking requirement, they would be able to pay a fee under the City’s parking in-lieu fee program. The program currently requires $17,500 per space, which can be paid over a maximum period of 20 years. Funds collected by the City from such payment is deposited in a special fund and used only by the City to acquire and/or develop additional parking and related facilities that are determined by the City Council to be necessary to serve the downtown.

Other Changes to the DSP:

In addition to this amendment, staff is proposing that other sections of the DSP be clarified. Since the proposed amendment could potentially incentivize new development, it is important that that the DSP be clear in all related language and standards. The following changes are proposed:

1. The introduction section of the DSP contains the following statement: “The final Plan will not allow the development of any new residential units, although the existing units may continue and may be rebuilt if accidentally destroyed.” This is language left from the original DSP that was never removed when new residential units became allowed in 2001.

2. Height: the current DSP height standard for each district is verbose and difficult to understand. Staff proposes simplified wording.

3. Residential density: the current limit to residential density is worded ambiguously. It states: “The maximum residential density shall not exceed one dwelling unit per 3,500 square foot lot. If the lot is less than 3,500 square feet, one unit is allowed.” A strict reading would prohibit more than one residential unit per lot regardless of lot size. Staff believes that such a reading would constitute a misinterpretation of the intent of the standard, and therefore has proposed new language.

4. Parking: the DSP explains that additional parking is not required for upper-floor residential units because “People who occupy the residential units will be the ones working in the commercial units”. Because this is not consistent with the amendment, staff proposes that the explanatory language be removed.

5. Parking in-lieu fees: staff believes that it is important to clearly state that parking in-lieu fees are to be rounded together with the whole number of required parking spaces to be waived.

6. Parking required for public assembly: this section references the outdated Uniform Building Code. Staff proposes that this reference be removed.

General Plan and Zoning Consistency

Consistency with the El Segundo Municipal Code.

Pursuant to ESMC Title 15, Chapter 26 (Amendments), in order to recommend City Council approval of the proposed amendments, the Planning Commission must find that the amendments are necessary to carry out the general purpose of ESMC Title 15. The purpose of this Title (ESMC
§ 15-1-1) is to serve the public health, safety, and general welfare and to provide economic and social advantages resulting from an orderly planned use of land resources. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

*Consistency with the El Segundo General Plan*

ESMC § 15-1-1 (Purpose, Title) states that Title 15 is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Specific Plan Amendment is consistent with those goals, objectives, and policies. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

**III. ENVIRONMENTAL REVIEW:**

The proposed Ordinance consists only of minor revisions and clarifications to the Downtown Specific Plan which was evaluated by an adopted Mitigated Negative Declaration (Environmental Assessment No. 474) on August 1, 2000. Accordingly, an addendum to the Mitigated Negative Declaration has been prepared pursuant to 14 CCR § 15164 and is set forth in Exhibit “A” to Resolution No. 2814 (attached).

**IV. RECOMMENDATION:**

Staff recommends that the Planning Commission adopt Resolution No. 2814 recommending that the City Council approve Environmental Assessment No. EA-1184 and Specific Plan Amendment No. SPA 17-01.
AGENDA DESCRIPTION: An amendment to the Downtown Specific Plan to allow residential units above the first floor.

RECOMMENDED COUNCIL ACTION:
1) Open Public Hearing;
2) Close Public Hearing;
3) Discussion;
4) First Reading of Ordinance by title only;
5) Schedule second reading and Adoption for May 15, 2001; and/or
6) Other possible action/direction.

BACKGROUND & DISCUSSION:
On February 6, 2001, the City Council directed staff to add language to the Downtown Specific Plan which would allow the development of dwelling units on the second floor of buildings for tenants/business owners of the first floor businesses. On April 12, 2001 the Planning Commission held a public hearing on the proposed amendment. The Planning Commission questioned the enforceability of the amendment as proposed and discussed the benefits of residential use downtown (i.e. eyes on the street, reduction of vehicle usage and the enhanced cash flow to the business owner). As a result, they instead recommended that the Specific Plan be modified to allow unrestricted residential use above the first floor within the Downtown Specific Plan area. The attached ordinance (A) reflects the Planning Commission's recommendation. For reference purposes, a second ordinance (B) reflecting the Council's original direction is attached to this report.

ATTACHED SUPPORTING DOCUMENTS:
Draft Ordinance (A) with attached redlined Specific Plan
Planning Commission staff report and draft minutes
Draft Ordinance (B) with attached redlined Specific Plan

FISCAL IMPACT:
Operating Budget: none
Amount Requested: none
Account Number: none
Project Phase: none
Appropriation required: none

ORIGINATED:
Chris Ketz, Planning Manager

James Hansen, Director of Community, Economic and Development Services

REVIEWED BY:
Mary Streinn, City Manager

DATE:
April 24, 2001
SPECIAL MATTER –

1. Interviews of candidates to Committees, Commissions and Boards.

   Council consensus to re-appoint Debbie Bundy and Thomas Killinger to the Recreation and Parks Commission: to full terms to expire 5/30/05.

Council moved to the Council Chambers at 6:55 p.m.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 1, 2001 - 7:00 P.M.

7:00 PM Session

CALL TO ORDER - Mayor Gordon at 7:00 p.m.

INVOCATION - Father Manuel Magallanes, St. Anthony Catholic Church

PLEDGE OF ALLEGIANCE - Council Member Kelly McDowell

PRESENTATIONS –

(a) Council Member McDowell presented a Proclamation proclaiming the month of May, 2001 Older Americans Month and Helen Dobos the 2001 El Segundo Senior Citizen of the Year and encouraging all residents to participate in the Elderfest Celebration on May 12, 2001 from 11:00 a.m. to 1:30 p.m. at the Joslyn Recreation Center, honoring Helen Dobos and other senior citizens who have given generously of their time and talent to improve the quality of life for all.

(b) Council Member Wernick presented a Proclamation proclaiming the week of April 29 through May 5, 2001 as Municipal Clerks Week in El Segundo to express appreciation to City Clerk, Cindy Mortesen and all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

(c) Mayor ProTem Jacobs presented a Proclamation proclaiming Saturday, May 12, 2001 as El Segundo Fire Service Day and inviting all citizens from 10:30 a.m. to 1:30 p.m., to a Open House and BBQ at Fire Station #1, hosted by the El Segundo Firefighters Association.

(d) Council Member Gaines presented a Proclamation declaring May 19, 2001 as VOLUNTEER RECOGNITION DAY in the City of El Segundo, recognizing the contributions of those who volunteer services on behalf of the City, and inviting the City's volunteers to a celebration in their honor on Saturday, May 19, 2001 from 11:00 a.m. to 2:00 p.m. at Chevron Park.
ROLL CALL

Mayor Gordon - Present
Mayor ProTem Jacobs - Present
Council Member Gaines - Present
Council Member McDowell - Present
Council Member Wernick - Present

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

Carly Day, President of Tree Muskateers, spoke regarding the project for Earth Day on Grand Ave. She also spoke about the recycling program.

Terry Cerretto, resident, spoke against the Main Street revitalization and voluntary recycling program.

A. PROCEDURAL MOTIONS

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

MOVED by Council Member Gaines, SECONDED by Council Member Wernick, to read all ordinances and resolutions on this Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

B. SPECIAL ORDERS OF BUSINESS -


City Clerk Cindy Mortesen gave a brief report.

Mayor Gordon stated this is the time and place hereto fixed for a public hearing and introduction of Ordinance adopting the recodified version of the El Segundo Municipal Code. He asked if proper notice had been done and if any written communications had been received. Clerk Mortesen stated that notice was done and that no written communications had been received by the Clerk's Office.

MOVED by Council Member Gaines, SECONDED by Council Member Wernick to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
City Attorney Mark Hensley read the following:

ORDINANCE NO. 1335

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA ADOPTING THE CITY OF EL SEGUNDO, CALIFORNIA MUNICIPAL CODE

Mayor ProTem Jacobs introduced Ordinance No. 1335

2. An amendment to the Downtown Specific Plan to allow residential units above the first floor.

Mayor ProTem Jacobs not-participating due to a possible conflict of interest.

Jim Hansen, Director of Community, Economic and Development Services, gave a brief staff report.

Mayor Gordon stated this is the time and place hereto fixed for a public hearing on an amendment to the Downtown Specific Plan to allow residential units above the first floor. He asked if proper notice had been done and if any written communications had been received. Clerk Mortesen stated that notice was done and that no written communications had been received by the Clerk’s Office.

Peggy Tyrell, resident, spoke regarding who could occupy a residential unit above a business.

Council consensus to close the public hearing.

City Attorney Mark Hensley announced changes to the Ordinance allowing only for business/owner residences and to include findings about traffic and security. He then read the following:

ORDINANCE NO. 1336

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. 01-1 AND THE FIRST AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN NO. 01-03 IN THE 100-500 BLOCKS OF MAIN STREET, THE 100-300 BLOCKS OF RICHMOND STREET AND THE ADJACENT PROPERTIES ON GRAND AVENUE: PETITIONED BY THE CITY OF EL SEGUNDO

Council Member Gaines introduced Ordinance No. 1336

C. UNFINISHED BUSINESS –

3. Agreement for professional engineering services with Parsons Transportation Group, Inc. for design engineering and construction support services for the Douglas Street Gap Closure/Railroad Grade Separation Project (Fiscal Impact = $1,391,153.05).
Andy Santamaria, Director of Public Works, gave a brief report.

MOVED by Mayor ProTem Jacobs, SECONDED by Council Member Wernick, to approve Agreement No. 2876 for professional engineering services with Parsons Transportation Group, Inc. for design engineering and construction support services for the Douglas Street Gap Closure/Railroad Grade Separation Project (Fiscal Impact = $1,391,153.05) and authorize the Mayor to execute the agreement on behalf of the City contingent upon Caltrans’ approval of the consultant pre-award audit. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

This item brought forward from the Consent Agenda.

9. Authorize staff to solicit proposals for the Downtown Specific Plan Improvements (estimated consultant cost = $500,000, approve Capital Improvement Project) and approve an additional $1,200,000 funding from General Fund revenues for the improvements and design on the 100 and 200 blocks of Main Street and those on Grand Avenue.

Mayor ProTem Jacobs not-participating due to a possible conflict of interest.

MOVED by Council Member McDowell, SECONDED by Mayor Gordon to authorize staff to solicit proposals for the Downtown Specific Plan Improvements (estimated consultant cost = $500,000, approved Capital Improvement Project) and approve an additional $1,950,000 funding from the Infrastructure Replacement Fund consisting of $1,200,000 for the improvements and design on the 100 and 200 blocks of Main Street and the Grand Avenue median and $750,000 for the 500 block of Main Street, and to include a design evaluation to include 4 lanes on Main Street with parking on one side, and widened sidewalks. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR GORDON, COUNCIL MEMBERS GAINES, MCDOWELL AND WERNICK. NOES: NONE. NOT-PARTICIPATING: MAYOR PRO TEM JACOBS. 4/0/1

D. REPORTS OF COMMITTEES, BOARDS AND COMMISSIONS

4. Announce appointments to the various Committees, Commissions and Boards.

Mayor Gordon announced the following appointments: Debby Bundy and Thomas Killinger to the Recreation and Parks Commission, to full terms to expire 5/30/05.

Council directed staff to continue recruitment and interviewing for CCB’s.

E. CONSENT AGENDA

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

5. Approved Warrant Numbers 2517073-2517333 on Register No. 14 in total amount of $567,009.80, and Wire Transfers in the amount of $930,520.11.
6. PULLED FOR DISCUSSION BY MAYOR GORDON

7. PULLED FOR DISCUSSION BY COUNCIL MEMBER GAINES

8. Adopted plans and specifications for replacement of a 24" Water Valve and a Booster Pump No. 2, approved Capital Improvement Project No. PW 01-03 (estimated cost $105,000.00), and authorized staff to advertise the project for receipt of construction bids.

9. PULLED FORWARD TO UNFINISHED BUSINESS

10. PULLED FOR DISCUSSION BY COUNCIL MEMBER WERNICK

11. Approved request from Arden Realty, Inc. to use the City of El Segundo seal on a flag to be flown above Continental Grand Plaza at 300 Continental Boulevard.

12. PULLED FOR DISCUSSION BY COUNCIL MEMBER WERNICK

MOVED by Council Member McDowell, SECONDED by Council Member Gaines to approve consent agenda items 5, 8, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

CALL ITEMS FROM CONSENT AGENDA

7. Approve City Council meeting minutes of April 17, 2001.

MOVED by Mayor ProTem Jacobs, SECONDED by Council Member Wernick to approve City Council Meeting minutes of April 17, 2001. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM JACOBS, COUNCIL MEMBERS GAINES, MCDOWELL, AND WERNICK, NOES: NONE. ABSTENTION: MAYOR GORDON.

8. Adopt plans and specifications for 2000-2001 slurry seal of various streets, approve Capital Improvement Project No. PW 01-04 (estimated cost $105,000.00), and authorize staff to advertise the project for receipt of construction bids.

MOVED by Council Member Gaines, SECONDED by Council Member McDowell to adopt plans and specifications for 2000-2001 slurry seal of various streets, approved Capital Improvement Project No. PW 01-04 (estimated cost $105,000.00), and authorize staff to advertise the project for receipt of construction bids. MOTION PASSED BY UNANAIMOUS VOICE VOTE. 5/0.

9. Award of contract to Exhibitgroup/Giltspur Southern California for professional services to provide a Historical Photo Gallery in the main hallway of City Hall (Fiscal Impact $19,955)

MOVED by Council Member Gaines, SECONDED by Council Member McDowell to award Contract No. 2877 to Exhibitgroup/Giltspur Southern California for professional services to provide a Historical Photo Gallery in the main hallway of City Hall, Fiscal Impact $19,955. MOTION PASSED BY UNANAIMOUS VOICE VOTE. 5/0
12. Approve Amendment to Professional Service Contract No. 2854 with Christopher A. Joseph and Associates (CAJA) for additional environmental services to prepare an Environmental Impact Report (EIR) for the proposed El Segundo Corporate Campus project on the 46-acre former Rockwell International property bounded by Mariposa Avenue, Nash Street, Atwood Way, and Douglas Street. The amount to be paid to the Consultant under this amendment would not exceed $44,785.00. The total cost of the revised contract would not exceed $182,685.00. The applicant of the project is responsible for the full amount.

MOVED by Council Member Gaines, SECONDED by Council Member McDowell to approve an amendment to Professional Service Contract No. 2854 with Christopher A. Joseph and Associates (CAJA) for additional environmental services to prepare an Environmental Impact Report (EIR) for the proposed El Segundo Corporate Campus project on the 46-acre former Rockwell International property bounded by Mariposa Ave., Nash Street, Atwood Way, and Douglas Street. The amount to be paid to the Consultant under this amendment would not exceed $44,785.00. The total cost of the revised contract would not exceed $182,685.00. The applicant of the project is responsible for the full amount. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR GORDON, MAYOR PRO TEM JACOBS, COUNCIL MEMBER MCDOWELL AND GAINES. NOES: NONE. NOT-PARTICIPATING: COUNCIL MEMBER WERNICK. 4/0/1

F. NEW BUSINESS - NONE

G. REPORTS - CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY - Reported that the City was commencing legal proceedings against the South Bay Regional Public Communications Authority for radio frequencies.

I. REPORTS - CITY CLERK - NONE

J. REPORTS - CITY TREASURER - NONE

K. REPORTS - CITY COUNCIL MEMBERS

- Council Member McDowell - Spoke regarding the ICRMA Conference.

- Council Member Gaines - Spoke regarding the resurfacing of Sepulveda Blvd.

- Council Member Wernick - Spoke regarding the Junior ROTC program.

- Mayor Pro Tem Jacobs - Spoke regarding the visiting Mariachis and her appointment to MSRC Committee

- Mayor Gordon - Stated that Monday, May 14 he would be co-hosting a town hall forum with ESRA regarding the LAX Master Plan.
MOVED by Mayor Gordon, SECONDED by Mayor ProTem Jacobs to reconsider the Residential and Municipal Solid Waste Collection Contract. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR GORDON, MAYOR PRO TEM JACOBS, COUNCIL MEMBERS GAINES AND MC DOWELL. NOES: NONE. ABSTAIN: COUNCIL MEMBER WERNICK. 4/0/1


MOVED by Council Member Gaines, SECONDED by Council Member McDowell to approve the extension of Contract No. 2280 for 3 years, and include the implementation of the voluntary residential curbside recycling program for the City, not to exceed $1.25 per participating household, require Contractor to abide by AQMD vehicle standards and guarantee by Republic, parent company, on Consolidated's contract. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit) 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.

Kathryn Lourtie, Chamber of Commerce; applauded the Council's efforts on the Downtown revitalization.

MEMORIAL - Mother of Sandy Lane, Economic Development Manager.

ADJOURNMENT at 8:45 P.M.

Cindy Mortesen, City Clerk
AGENDA DESCRIPTION:

Adoption of Ordinance amending the Downtown Specific Plan to permit tenant/business owner residential units on the second floor of buildings (Specific Plan Amendment No. 01-3 and General Plan No. 01-1).

RECOMMENDED COUNCIL ACTION:

1) Second reading and Adoption of Ordinance by title only; or,  
2) Other possible action/direction.

BACKGROUND & DISCUSSION:

On May 1, 2001, the City Council held a public hearing on the above referenced item. After reviewing the Planning Commission's recommendation to permit residential dwelling units in the Downtown Specific Plan with no restrictions, the City Council voted to introduce an ordinance, based on its original direction to staff, to allow the development of dwelling units on the second floor of businesses for tenants/business owners of the first floor businesses.

The attached Ordinance is presented for a Second Reading and Adoption. If adopted without change, the provisions will become effective in thirty days time.

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance No. 1336

FISCAL IMPACT:

| Amount Requested: | N/A |
| Account Number:  | N/A |
| Project Phase:   | N/A |
| Appropriation required: | N/A |

ORIGINATED:                     DATE:

James M. Hansen, Director of Community, Economic and Development Services

REVIEWED BY:                    DATE:

Mary Strenn, City Manager
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 15, 2001 - 7:00 P.M.

7:00 PM Session

CALL TO ORDER - Council Member Wernick

INVOCATION - Rev. Julie Elkins, United Methodist Church of El Segundo

PLEDGE OF ALLEGIANCE - Council Member Nancy Wernick

PRESENTATIONS –

(a) Council Member Wernick presented an El Segundo Poster to Steve Kuykendall in recognition of his representation of El Segundo during his term as a Member of the House of Representatives, 106th Congress.

(b) Council Member McDowell presented a Proclamation to Chris Barrett, former El Segundo Police Officer, commemorating May 16, 2001 as Police Officers Memorial Day and the week of May 13-29, 2001 as Police Week in El Segundo.

(c) Council Member Wernick announced Jeff Leyman as the Police Officer of the Year.

ROLL CALL

Mayor Gordon - Absent
Mayor ProTem Jacobs - Absent
Council Member Gaines - Present
Council Member McDowell - Present
Council Member Wernick - Present

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

Julie Warner, El Segundo Cub Scouts, requested Council support for the annual Soapbox Derby.

Lewis Jensen, resident, spoke regarding the downtown beautification, and item number 5, on the Consent Calendar, regarding tenant/business owner units above downtown buildings.

Carrie Kline, resident, opposes the adoption of the amendment of the Downtown Specific Plan to allow tenant/business owner units above downtown buildings.

Loretta Frye, resident, spoke regarding opposition of the amendment of the Downtown Specific Plan to allow tenant/business owner units above downtown buildings.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
MAY 15, 2001
PAGE NO 2
Liz Garnholz, resident, spoke regarding approval of the plan for Phase 8 of the City’s Residential Sound Insulation Program.

ITEM BROUGHT FORWARD FROM CONSENT AGENDA

3. Request by El Segundo Cub Scout Pack 968C for City support and waiver of fees to use Grand Avenue from Arena to Eucalyptus on July 22, 2001 for the annual Cub Adventure Soapbox Derby from Noon to 5:00 p.m. (Fiscal Impact: $441.33)

MOVED by Council Member Gaines, SECONDED by Council Member McDowell, to approve the request by El Segundo Cub Scout Pack 968C for City support and waiver of fees to use Grand Avenue from Arena to Eucalyptus on July 22, 2001 for the annual Cub Adventure Soapbox Derby from Noon to 5:00 p.m. provided the event meets all applicable City requirements. MOTION PASSED BY THE FOLLOWING VOTE: AYES: COUNCIL MEMBERS WERNICK, GAINES AND MCDOWELL; NOES: NONE; ABSENT: MAYOR GORDON AND MAYOR PRO TEM JACOBS; ABSTAIN: NONE. 3/0.

A. PROCEDURAL MOTIONS

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

MOVED by Council Member Gaines, SECONDED by Council Member McDowell, to read all ordinances and resolutions on this Agenda by title only. MOTION PASSED BY THE FOLLOWING VOTE: AYES: COUNCIL MEMBERS WERNICK, GAINES AND MCDOWELL; NOES: NONE; ABSENT: MAYOR GORDON AND MAYOR PRO TEM JACOBS; ABSTAIN: NONE. 3/0.

B. SPECIAL ORDERS OF BUSINESS - NONE

C. UNFINISHED BUSINESS - NONE

D. REPORTS OF COMMITTEES, BOARDS AND COMMISSIONS - NONE

E. CONSENT AGENDA

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

1. Approved Warrant Numbers 2517334-2517625 on Register No. 15 in total amount of $849,529.62, and Wire Transfers in the amount of $392,472.34.

2. Approved City Council meeting minutes of May 1, 2001.

3. ITEM PULLED FOR CONSIDERATION EARLIER IN MEETING

5. PULLED FOR DISCUSSION BY COUNCIL MEMBER MCDOWELL

6. Awarded Contract No. 2881 to Budlong & Associates, Inc. for professional services to provide design services for the electrical upgrade of Recreation Park. Approved Capital Improvement Project in the amount of $21,840.00 and authorized the City Manager to execute the standard professional service agreement on behalf of the City.

7. Accepted Holly Avenue curb and sidewalk – Project No. PW 00-16, final contract amount $18,455.00 and authorized the City Clerk to file the City Engineer’s Notice of Completion in the County Recorder’s Office.

8. Approved examination plans for the Personnel Merit System job classifications of Facilities Maintenance Supervisor, Lateral Entry Senior Dispatcher, Program Coordinator, Administrative Specialist and Fire Captain.

9. Adopted Resolution No. 4215 certifying the City will sustain its level of expenditures for transportation purposes, accepted receipt of the Traffic Congestion Relief funds and approved the proposed use of those funds.

MOVED by Council Member McDowell, SECONDED by Council Member Gaines, to approve consent agenda items 1, 2, 4, 6, 7, 8 and 9. MOTION PASSED BY THE FOLLOWING VOTE: AYES: COUNCIL MEMBERS WERNICK, GAINES AND MCDOWELL; NOES: NONE; ABSENT: MAYOR GORDON AND MAYOR PRO TEM JACOBS; ABSTAIN: NONE. 3/0.

CALL ITEMS FROM CONSENT AGENDA

5. Adopted Ordinance No. 1336 amending the Downtown Specific Plan to permit tenant/business owner residential units on the second floor of buildings (Specific Plan Amendment No. 01-3 and General Plan No. 01-1).

City Attorney Mark Hensley read the following

ORDINANCE NO. 1336
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. 01-1 AND THE FIRST AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN NO. 01-03 IN THE 100-500 BLOCKS OF RICHMOND STREET AND THE ADJACENT PROPERTIES ON GRAND AVENUE. PETITIONED BY THE CITY OF EL SEGUNDO.

MOVED by Council Member McDowell, SECONDED by Council Member Gaines, to approve consent agenda items 5, Adoption of Ordinance No. 1336 amending the Downtown Specific Plan to permit tenant/business owner residential units on the second floor of buildings (Specific Plan Amendment No. 01-3 and General Plan No. 01-1). MOTION PASSED BY THE FOLLOWING VOTE: AYES: COUNCIL MEMBERS WERNICK, GAINES AND MCDOWELL; NOES: NONE; ABSENT: MAYOR GORDON AND MAYOR PRO TEM JACOBS; ABSTAIN: NONE. 3/0.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
MAY 15, 2001
PAGE NO 4
F. NEW BUSINESS –

10. Approval of plan for Phase 8 of the City’s Residential Sound Insulation (RSI) Program.

Jim Hansen, Director of Community, Economic and Development Services Department, gave a report.

MOVED by Council Member Gaines, SECONDED by Council Member McDowell, to approve the plan for Phase 8 of the City’s Residential Sound Insulation (RSI) Program. 
MOTION PASSED BY THE FOLLOWING VOTE: AYES: COUNCIL MEMBERS WERNICK, GAINES AND MCDOWELL; NOES: NONE; ABSENT: MAYOR GORDON AND MAYOR PRO TEM JACOBS; ABSTAIN: NONE. 3/0.

G. REPORTS - CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY - NONE

I. REPORTS - CITY CLERK - NONE

J. REPORTS - CITY TREASURER - NONE

K. REPORTS - CITY COUNCIL MEMBERS

- Council Member McDowell – Reported on the Downtown sub-committee. Requested to agendize the establishment of a lunchtime shuttle between the office area east of Sepulveda and Main Street. Stated he will conduct office hours in the park on Saturday, May 19, 10:00 A.M.

- Council Member Gaines – Reported on the town meeting at the Hacienda Hotel regarding the LAX issues. He also spoke regarding electrical power.

- Council Member Wernick – Spoke regarding the hearings on the Airport, June 9, 12:00 Noon to 3 P.M. Requested a project book on the downtown project.

PUBLIC COMMUNICATIONS - NONE

ADJOURNMENT at 8:05 P.M. to 5:00 P.M. on Tuesday, June 5, 2001.

Cindy Mortensen, City Clerk

MINUTES OF THE REGULAR CITY COUNCIL MEETING
MAY 15, 2001
PAGE NO 5
### CITY OF EL SEGUNDO
### WARRANTS TOTALS BY FUND

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**STATE OF CALIFORNIA**
**COUNTY OF LOS ANGELES**

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

**CODES:**

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

For Ratification:

**A** = Payroll and Employee Benefit checks

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

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

**FINANCE DIRECTOR**

**DATE:** 5-8-17

**CITY MANAGER**

**DATE:** 5-9-17
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
4/24/17 THROUGH 5/7/17

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DATE OF RATIFICATION: 5/04/17
TOTAL PAYMENTS BY WIRE: 1,369,673.10

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II

Director of Finance

City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MAY 2, 2017 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL - Mayor Fuentes at 6:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztkuk - Present (5:01 PM)

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

SPECIAL ORDER OF BUSINESS:

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

CLOSED SESSION:

The City Council 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): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -1- matters

1. Public Employee Performance Evaluation
   Title: City Manager

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): -3- matters

1. Employee Organizations: Police Management Association; Supervisory, Professional Employees Association; and City Employee Association.

   Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

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

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 2, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Wes Harding, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS

a) Commendation read by Council Member Pirsztuk, presented to Gail Church, of the Tree Musketeers, thanking them for their many years of service to the community.

b) Proclamation read by Mayor Pro Tem Boyles declaring May 12, 21017 El Segundo Education Foundation (Ed!) Gala Day.

c) Proclamation read by Mayor Fuentes declaring May as National Older American Month and congratulating, Sharon Hladek, El Segundo’s Older American of the Year.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem 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)

None

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)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

1. Approve Warrant Numbers 3016078 through 2016310 on Register No. 14 in the total amount of $942,078.69 and Wire Transfers from 4/10/17 through 4/23/17 in the total amount of $2,390,537.80. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


3. Approve the onsite sale and consumption of beer and wine (Type 41 ABC License) at an existing restaurant at 400 Main Street, EA No. 1165, AUP No. 16-10. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). Applicant: Vilma Delgado. (Fiscal Impact: N/A)

4.Authorize the City Manager to execute an agreement no. 5318, approved by the City Attorney, with Pyro Spectaculars for the amount of $26,000 to operate a fireworks show on July 4, 2017 at Recreation Park. (Fiscal Impact: Included in the FY 16-17 General Fund Budget $21,000; Centennial Celebration Sponsorship Funds $5,000)

5. Accept as complete Recreation Park Phase 4 Lighting and authorize the City Clerk to file Notice of Completion with the County Recorder's office, Project No. PW 16-26. Fiscal Impact: $382,625.70)

6. Authorize City Manager to execute an agreement amendment no 4810D, in a form approved by the City Attorney, to the Robert Half International, Inc. (dba
Accountemps) Agreement No. 4810 for temporary staffing in the Finance Department. (Fiscal Impact: $100,000.00)

7. Authorize the City Manager to execute a contract amendment with The Phelps Group (dba Phelps), in a form approved by the City Attorney, for expanded economic development and destination marketing services. (Fiscal Impact: $60,000 in Economic Development Division Advertising and Publishing budget expenditures)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Brann to approve Consent Agenda items 1, 2, 3, 4, 5, 6, and 7. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

8. Consideration and possible to receive and file a report regarding the release of a Request for Proposal (RFP) for a Full Cost Allocation and Comprehensive Fee Study "Cost of Service" Plan. (Fiscal Impact: unknown)

Greg Carpenter, City Manager, introduced the item.

Joseph Lillio, Finance Director, gave a presentation.

Council Discussion

Council consensus to receive and file information regarding the release of a RFP to conduct a full cost allocation and comprehensive fee study plan for the City of El Segundo.

G. REPORTS – CITY MANAGER

City’s website server speed has been improved

Rotary Club awarded El Segundo Employee of the year awards to Beto Moreno - Public Works Streets, Chris Jenkins - Police Department and Geoffrey Gerny - Fire Department

Said good bye to Library Assistant Eric Potulicki who is leaving the City of El Segundo and moving out of state.

H. REPORTS – CITY ATTORNEY

Bringing forward a number letters for Council to sign related to legislation coming out of Sacramento
I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Attended: Loyola Marymount University forecast LA; Margie Randall’s retirement celebration, Aquatics ground breaking

Last day of first year of newly seated Council Members; several achievements: Settlement POA and PSSA, new street name, established a City wide Strategic Plan, created two new committees, balanced the FY 16/17 budget, created a pension study group, filled vacancies, completed several public works projects, new businesses in town (Hotels).

Personal achievement of consecutive days walking 306, also ran a half Marathon

Council Member Pirsztuk –

Thanked community for electing the newly seated Council Members, thanked city staff team.

Encourage everyone to attend the Ed Gala.

Shout out to Gail Church.

9. Consideration and possible action to explore discussion of evaluating the current business license tax structure and recommendations for potential reform during the Fiscal Year 2017-18 Strategic Planning and Budgeting sessions. (Fiscal Impact: $0)

Council Member Pirsztuk introduced the item.

Council Discussion

Council consensus agreed

Council Member Dugan –

Mayor Pro Tem Boyles –

10. Consideration and possible to direct staff to investigate the need for a crosswalk at the intersection of Campus Drive and Campus Square West.
(Fiscal Impact: None)

Mayor Pro Tem Boyles introduced the item.

Council Discussion

Council consensus agreed

Mayor Fuentes –

Attended: Loyola Marymount University forecast LA; Los Angeles County Sanitation District meeting, Margie Randall's retirement celebration, Ribbon cutting for new business Brewport Tap House, Santa Monica Bay Restoration meeting, South Bay Association of Commerce meeting, Los Angeles Air Force Base Support group for the region, Aquatics ground breaking

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

Jack Axelrod, 317 Richmond Street, Apt B, spoke to Council Member Brann's activities, opposes invocation at Council meetings, should not display of National Flags, recommended Café at the beach, mentioned Tree Muskeeters ashamed coming to and end, communications should be specific to El Segundo Business only, opposes Air Force Base

ADJOURNMENT at 8:04PM

Mona Shilling, Deputy City Clerk II
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 9, 2017 - 7:00 P.M. PACIFIC STANDARD TIME

7:00 P.M. PACIFIC STANDARD TIME SESSION

CALL TO ORDER – Mayor Fuentes at 7:01 PM

INVOCATION – City Clerk, Tracy Weaver

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present via teleconferencing
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).
Wendell Phillips, CEA Attorney, spoke on behalf of the CEA (City Employees Association) concerning the agenda item.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council Member Brann responded to Public Communication given by Mr. Wendell Phillips.

SPECIAL ORDERS OF BUSINESS

1. Consideration and possible action regarding approval of a Resolution implementing the City’s 1-Year Last, Best and Final Offer to the City Employees Association (CEA) bargaining unit.
Fiscal Impact: (Savings $58,400.00)

Greg Carpenter, City Manager, introduced the item.

Greg Carpenter, City Manager and Steve Filarsky, El Segundo’s Labor Negotiator gave a presentation.

Council Discussion

Wendell Phillips, CEA Attorney, commented on the presentation by Mr. Carpenter and Mr. Filarsky.

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

7:48 PM Council convened to Closed Session
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.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -4- matters

1. Employee Organizations: Police Management Association; Supervisory, Professional Employees Association; and City Employee Association, Executive Group.

Agency Designated Representative: Steve Filarsky, Labor Negotiator and Greg Carpenter, City Manager

8:40 PM Council reconvened to Open Session and roll call was taken.

ROLL CALL -

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present via teleconferencing
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

David King, Assistant City Attorney, stated the Attorney's office has nothing to report.

Council Discussion

MOTION by Council Member Council Member Pirsztuk, SECONDED by Council Member Dugan to approve Resolution No. 5039 Unilaterally Implementing Terms and Conditions of the City of El Segundo's One (1) Year Last, Best and Final Offer to the El Segundo City Employees Association (CEA), Resolution No. 5040 for the Employer Paid Member Contribution for CEA and Resolution No. 5041 updating the Employer's monthly medical contribution for CEA. MOTION PASSED BY A ROLL CALL VOTE. 4/1

The roll call vote is as follows:

Mayor Fuentes - Yes
Mayor Pro Tem Boyles - Yes - via teleconferencing
Council Member Dugan - Yes
Council Member Brann - No
Council Member Pirsztuk - Yes

2
ADJOURNMENT at 8:51 PM

Tracy Weaver, City Clerk

TELECONFERENCE LOCATION:

MAYOR PRO TEM BOYLES  
ME HOTEL IN MONTANITA ESTATES  
WASS SOLAR 8 CALLE PRINCIPAL CDLA STREET  
MONTANITA, E15, MONTANITA, MONTANITA  
PENTHOUSE  
024024, ECUADOR
AGENDA DESCRIPTION:
Consideration and possible action to approve Final Vesting Map No. 71582, a residential subdivision comprised of 34 multi-family dwelling units and 24 single-family dwelling units, and private streets, located at 540 East Imperial Avenue. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Adopt the proposed Resolution, approving Final Vesting Map No. 71582, subject to the conditions in Exhibit A;
2. Authorize the appropriate City Official(s) to sign and record said Map; and/or,
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Resolution; and,
2. Final Vesting Map No. 71582

FISCAL IMPACT: N/A

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STRATEGIC PLAN:
| Goal: | N/A |
| Objective: | N/A |

ORIGINATED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
Lifan Xu, City Engineer
APPROVED BY: Greg Carpenter, City Manager

Background and Discussion
On September 28, 2016, the City Council approved an environmental assessment, a specific plan amendment, a subdivision, and a development agreement amendment, all related to the 540 East Imperial Avenue Specific Plan (540 EIASP).

The proposed project involves subdividing the former school site at 540 Imperial Avenue into 34 multi-family dwelling units in six building, 24 single-family lots, and private streets. At one time, the property served as administrative offices and classrooms for the former Imperial Avenue Elementary School. The school site was demolished and the project is under construction in accordance with the Council-approvals.
The approval of the final map is contingent on the applicant demonstrating that all conditions of approval associated with the vesting tentative map and requirements of the Los Angeles County Department of Public Works are met. The City and County confirm these preconditions are met at this time. City staff also determined that the final map is in substantial conformance with the General Plan, and applicable zoning and building ordinances.

Government Code §66458 states that a final vesting map must be reviewed and approved by a jurisdiction’s legislative body. City staff recommends the City Council adopt the attached resolution approving the final map. The necessary signatures will be obtained subsequent to Council approval and the map will be recorded in the County Recorder’s Office.

**Environmental Review**

The approval of a final map falls within the scope of the original adopted Environmental Impact Report and subsequent addendum. No further review is required.
RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL VESTING MAP NO. 71582 FOR ENVIRONMENTAL ASSESSMENT NO. EA-1154 AND SUBDIVISION NO. SUB 16-01, ALLOWING A RESIDENTIAL SUBDIVISION COMPRISED OF 34 MULTI-FAMILY DWELLING UNITS AND 24 SINGLE-FAMILY DWELLING UNITS, AND PRIVATE STREETS AT 540 EAST IMPERIAL AVENUE.

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

SECTION 1: The City Council finds and declares that:

A. On January 26, 2012, the El Segundo Planning Commission approved Environmental Assessment No. EA-890, General Plan Amendment No. 10-03, Zone Change No. 10-01, Specific Plan 10-03, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, and Subdivision No. 10-01 for Vesting Tentative Map Nos. 71410 and 71582 to allow for the construction of one of two conceptual options on a 5.65-acre surplus school site. Option 1 consisted of a three-story, 150 unit assisted living complex and a 154-unit senior apartment/condominium complex. Option 2 consisted of 34 multi-family dwelling units taking access from Imperial Avenue, and 24 single-family dwelling units taking access from Walnut Avenue, for a total of 58 units;

B. On March 20, 2012, the City Council approved the project and certified the Environmental Impact Report (EIR);

C. On May 1, 2016, D.R. Horton Homes CA2 Inc. (the applicant), filed an application with approval from the El Segundo Unified School District (the property owner) for Environmental Assessment (EA No. 1154), Specific Plan Amendment No. 16-01 for Specific Plan No. 10-03, Development Agreement Amendment No. 16-01 for Development Agreement No 10-02, and Amended Subdivision No. 16-01 for Vesting Tentative Map No. 71582 for 25 lots, to modify the Option 2 portion of the 540 East Imperial Avenue Specific Plan, to allow construction of a 58-unit mixed residential development;

D. An Addendum to the previously-certified Environmental Impact Report (EIR) was prepared pursuant to the requirements of CEQA Guidelines § 15164;

E. On September 8, 2016, the Commission held a public hearing and adopted Resolution No. 2805, recommending that the City Council approve Environmental Assessment (EA No. 1154) for the 540 East Imperial Avenue Specific Plan Amendment, adopt amended Specific Plan
No. 16-01 for Specific Plan No. 10-03, approve first amended Development Agreement No. 16-01 for Development Agreement No 10-02, approve Amended Subdivision No. 16-01 for Vesting Tentative Map No. 71582, and authorize the City Manager to execute an Affordable Housing Agreement;

F. On September 28, 2016, the City Council adopted Resolution No. 4999, approving Environmental Assessment (EA No. 1154), Specific Plan Amendment No. 16-01 for Specific Plan No. 10-03, Development Agreement Amendment No. 16-01 for Development Agreement No 10-02, and Amended Subdivision No. 16-01 for Vesting Tentative Map No. 71582; and,

G. The Final Vesting Map now requires approval by the City Council.

SECTION 2: Final Map Findings. Based upon the entirety of the record including, without limitation, the staff report, the City Council finds that:

A. The Final Vesting Map substantially conforms to Vesting Tentative Map No. 71582 approved by pursuant to City Council Resolution No. 4999; and,


SECTION 3: Approval; Authorization. The City Council hereby approves the Final Vesting Map No. 71852 subject to the Conditions of Approval attached as Exhibit A to this Resolution and incorporated into this Resolution by this reference. The Director of Planning and Building Safety and the City Clerk are hereby authorized to sign and record said Map and take any further actions needed to effectuate this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 5: The City Clerk is directed to mail a copy of this Resolution to Nick Biro, representing D.R. Horton Homes CA2 Inc. and to any other person requesting a copy.

SECTION 6: This Resolution is the City Council’s final decision and will become effective immediately upon adoption.
PASSED, APPROVED AND ADOPTED this 16th day of May, 2017.

Suzanne Fuentes, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed, approved and adopted by said City Council at a regular meeting held on the 16th day of May, 2017, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
CITY COUNCIL RESOLUTION NO. ___

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), D.R. Horton Homes CA2 Inc. (the "Applicant" or "Owner") agrees to comply with the following provisions as conditions for the City of El Segundo's approval of Final Vesting Map No. 71582:

1. Covenants, Conditions and Restriction (CC&R's) shall be submitted for review and approval by the Director and the City Attorney, and shall apply to both the single family residential component and the multi-family residential component. Said CC&R's shall reflect the applicable conditions of approval contained in Resolution No. 4999, as adopted by the City Council on September 28, 2016. Further, said CC&R's shall be recorded prior to issuance of the first Certificate of Occupancy for the development.

2. A Homeowners Association shall be formed to ensure implementation of the recorded CC&R's, and maintenance of:

   A. All common open space areas;
   B. All project related landscape improvements, monuments, irrigation and related equipment, which are to be constructed on any common lots or easements within the project area;
   C. Private streets, which shall be private and shall have private street maintenance, street sweeping and street lights;
   D. Storm drain system throughout the development;
   E. Water and sewer systems serving the multi-family component of the development; and,
   F. The street light energy costs within the project boundaries;

   The Homeowners Association shall include the 34 multi-family dwelling units and the 24 single-family residential units.

Survey Monumnetation

3. Prior to recordation of the Final Map, a bond, cash deposit, or combination thereof shall be posted to cover costs to establish survey monumentation in an amount to be determined by the City Engineer.

4. Within twenty-four (24) months from the date of filing the Final Map, the developer shall set survey monuments and tie points and furnish the tie notes to the City Engineer.
5. All lot corners shall be referenced with permanent survey markers in accordance with the City’s Municipal Code.

6. All corners shall be referenced with permanent survey markers in accordance with the Subdivision Map Act.

7. All conditions of approval associated with Environmental Assessment (EA No. 1154), Specific Plan Amendment No. 16-01 for Specific Plan No. 10-03, Development Agreement Amendment No. 16-01 for Development Agreement No 10-02, shall remain in full force and effect.

8. D.R. Horton Homes CA2 Inc. and its successors in interest shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney’s fees and disbursements (collectively “Claims”) arising out of or in any way relating this project, any discretionary approvals granted by the City related to the development of the project, or the environmental review conducted under California Environmental Quality Act, Public Resources Code Section 21000 et seq., for the project. If the City Attorney is required to enforce any conditions of approval, all costs, including attorney’s fees, shall be paid for by the applicant. The Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

By signing this document, ______________, on behalf of D.R. Horton Homes CA2 Inc., certifies that he/she has read, understands, and agrees to the Project Conditions listed in this document.

________________________________________
Name, Title

{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
TRACT NO. 71582
IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 1, 2, 3 AND PORTIONS OF LOTS 6, 7, 2, AND 8 OF BLOCK 102 OF
EL SEGUNDO, AS MAP RECORDED IN BOOK 20, PAGE 24 OF VACANT LAND RECORDS, IN THE
OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA,
FOR CONDOMINIUM PURPOSES.

OWNER'S STATEMENT
WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED
WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DESCRIPTIVE BOUNDARY LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF A MAP AND SURVEY.

WE HEREBY DECLARE TO THE CITY OF EL SEGUNDO,
THE EXISTENCE OF PUBLIC ACCESS, PUBLIC UTILITIES, AND EMERGENCY VEHICLE ACCESS
PURPOSES.
THE EXISTENCE OF SANITARY SEWER PURPOSES.

D.R. HORTON CA2, INC.
A CALIFORNIA CORPORATION
BY: ___________________________  ___________________________
PRINCIPAL NAME:               PRINCIPAL NAME:
TITLE: ___________________________
TITLE: ___________________________

NOTARY ACKNOWLEDGEMENT
I, ______________, do solemnly declare and affirm that I am the undersigned, a duly commissioned public notary,
provided under the laws of the State of California, and that the above instrument to which this certificate is attached,
the instrument upon which the signature(s) is(are) subscribed, was sworn to, acknowledged, or acknowledged by the
undersigned, or by another, that I am authorized by the above instrument, to execute the instrument.

SIGNED and sworn to or acknowledged before me by:______________________________

STATE OF CALIFORNIA  
COUNTY OF: ___________________________
ON: ___________________________
BEFORE ME, NOTARY PUBLIC,

FURTHERMORE, I CERTIFY THAT THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE SUBSIDIARY
ADDRESS OR ADDRESS OF THE INSTRUMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SIGNATURE: ___________________________
(Signed, Printed) ____________________________
MY COMMISSION EXPIRES: ____________________________
MY COMMISSION NO.: ____________________________

NOTARY ACKNOWLEDGEMENT
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE DENIES ONLY THE IDENTITY OF THE
ENDORSEES, WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE SUBSIDIARY
ADDRESS OR ADDRESS OF THE InSTRUMENT.

STATE OF CALIFORNIA  
COUNTY OF: ___________________________
ON: ___________________________
BEFORE ME, NOTARY PUBLIC,

FURTHERMORE, I CERTIFY THAT THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE SUBSIDIARY
ADDRESS OR ADDRESS OF THE INSTRUMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SIGNATURE: ___________________________
(Signed, Printed) ____________________________
MY COMMISSION EXPIRES: ____________________________
MY COMMISSION NO.: ____________________________

SIGNATURE OMISSION NOTES:
THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF
SECTION 89.57 OF THE SUBDIVISION MAP ACT: THEIR INTEREST IS SUCH
THAT THEY CAN NOT BE PLACED INTO A FEES TITLE AND SIGNATURES ARE NOT REQUIRED
BY THE LOCAL AGENCY.

OWN ENDORSERS, ETC., AS HOLDERS OF OR RIGHTS, MINERAL RIGHTS, NATURAL GAS
RIGHTS, OTHER INTERESTS, THE PERPETUAL RIGHT TO DREDGE, EXPLORE AND
ACQUIECE FOR AND PROVIDE STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES AS PROVIDED IN A DEED EXECUTED ON APRIL 11, 2019, AS
INSTRUMENT NO. 20190411042.

CONDOMINIUM NOTE
This Tract is filed as a CONDOMINIUM PROJECT FOR 14 UNITS, WHEREBY THE
OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN Undivided Interest in
the CONDOSOMNIUM PROJECT. IN WHICH, FIRE PREVENTIVE AND SECURITY
EASEMENTS FOR THE UNITS.

SURVEYOR'S STATEMENT
This Map is prepared by me or under my direction and is based upon a field
survey performed by me or under my direction in all parts, in conformity with
the requirements of the Subdivision Map Act and local ordinances at the
request of the above named parties and the survey is executed by me or
under my direction, in accordance with section 654 of the California
Building Code, 1978, and all requirements of law.

I hereby certify that this map is substantially in conformance with the
approved tentative map that all elements of the condominium and
condominium ownership are set forth on the face of this map. I certify
that this map is substantially in conformance with the approved final
map that all elements of the condominium and condominium ownership are set forth on the face of this map. I hereby authorize the survey to be recorded that it agrees to all conditions contained in the deed to be recorded on October 7, 2019, in Book
250, Page 20, of the Condominium Deed Records, in the office of the
County Recorder of Los Angeles County.

Dated: ____________________________
CHARLES J. WOODS, L.S. 5370

CITY ENGINEER'S CERTIFICATE
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO
THE RELEVANT LAW AND ALL APPROPRIATE ALLOWS THEREFOR. THAT ALL PROVISIONS OF THE
SURVEY ORDER OF THE CITY OF EL SEGUNDO APPEAR TO BE HELD IN CONFORMITY WITH THE
PROVISIONS OF THE MAPPIN IN THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS
TECHNICALLY CORRECT WITH RESPECT TO THE CITY REGULATIONS.

BY: ____________________________
RJE NO. 72237
CITY ENGINEER, CITY OF EL SEGUNDO

COUNTY ENGINEER'S CERTIFICATE
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS TO ALL PROVISIONS OF
STATE LAW APPLICABLE, AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM
SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN RESPECTS NOT COVERED BY THE
CITY ENGINEER.

BY: ____________________________
RJE NO. 72237
COUNTY ENGINEER, CITY OF EL SEGUNDO

CITY CLERK'S CERTIFICATE
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, BY A MOTION, Duly
SECONDED AND PASSED, APPROVED THE AFOREMENTIONED MAP ON THE DAY OF
, AND ACCEPTED ON BEHALF OF THE CITY OF EL SEGUNDO.

THE EXISTENCE OF PUBLIC ACCESS, PUBLIC UTILITIES, AND EMERGENCY VEHICLE ACCESS
PURSUANT TO SECTIONS 66443, 66443.9 AND 66444.2 OF THE SUBDIVISION MAP ACT, THE FINDING
OF WHICH CONSTITUTES ASSUMPTION OF THE LIEN OF THE COUNTY OF EL SEGUNDO FOR
SANITARY SEWER AND IRRIGATION PURPOSES, RESPECTIVE ACCESSION ON THE 11TH DAY OF
JUNE, 1991 IN BOOK NO. 1499, PAGE 200, OF ALL PUBLICATIONS IN THE CITY OF EL SEGUNDO.

CITY CLERK, CITY OF EL SEGUNDO

CITY TREASURER'S CERTIFICATE
I HEREBY CERTIFY THAT ALL OFFICIAL ASSESSMENTS LAID UNDER THE JURISDICTION OF THE CITY OF
EL SEGUNDO TO WHICH THE LAND ASSIGNED UNDER THIS SUBDIVISION OR ANY PART THEREOF IS
SUBJECT, AND WHICH MAY BE TAXED IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF EL SEGUNDO

PLANNING COMMISSION'S CERTIFICATE
I HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF EL SEGUNDO, AT A MEETING
HELD ON THE DAY OF , APPROVED THE AMENDED MAP AND SUBDIVISION.

SECRETARY OF THE CITY OF EL SEGUNDO
PLANNING COMMISSION

CITY DESIGNATIONS:
CITY OF EL SEGUNDO

COUNTY TAX CERTIFICATES:
I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND RECEIVED WHICH ARE
RECEIVED UNDER THE PROVISIONS OF SECTIONS 66443 AND 66444 OF THE SUBDIVISION
MAP ACT, WHICH CERTIFICATES HAVE BEEN FILED AND RECEIVED WHICH ARE
RECEIVED UNDER THE PROVISIONS OF SECTIONS 66443 AND 66444 OF THE SUBDIVISION
MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA


by: ____________________________
DATE: ____________________________

by: ____________________________
DATE: ____________________________
AGENDA DESCRIPTION:
Consideration and possible action authorizing the Fire Department to purchase a new 2017 Chevy Suburban All Wheel Drive Command Vehicle. (Fiscal Impact: $77,634.33)

RECOMMENDED COUNCIL ACTION:
1. Pursuant to El Segundo City Code Section 1-7-10, waive the formal bidding process and authorize the Fire Department to piggy-back off of the Los Angeles County ISD Request for Bid Number: RFB-IS-17201166-1, for the purchase of a new command vehicle.
2. Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to purchase one 2017 Chevy Suburban AWD SUV command vehicle with available equipment replacement funds;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Purchase Order Diversified Leasing
2. Cost Submittal with Disabled Veterans Discount
3. Diversified Leasing Bid Submittal
4. Original Request for Bid

FISCAL IMPACT: ($77,634.33)

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<th>Amount Budgeted:</th>
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<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>601-400-3202-8105 (Equipment Replacement)</td>
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STRATEGIC PLAN:

| Goal: 2 | El Segundo is a safe and prepared City |

| Objective: | The City has a proactive approach to risk and crime that is outcome focused. The City is prepared to respond appropriately when called upon with positive outcomes. Constituent perceptions of safety are aligned with service delivery. |

ORIGINATED BY: Shawn Bonfield, Battalion Chief
REVIEWED BY: Chris Donovan, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The El Segundo Fire Department currently operates a 14 year old Ford Excursion that is used by the on-duty Battalion Chief and serves as the field incident command vehicle for daily use and
emergency incident response. Due to the age of the current command vehicle and the advancement in technology, the fire department requests replacing the current command vehicle with a more fuel efficient emergency response vehicle (this purchase will allow the City to comply with AB2766 the Motor Vehicle Subvention Program, which is aimed at reducing air pollution from motor vehicles). In addition to advanced fuel efficiency, a new command vehicle will have state-of-the-art communication equipment and technology to better manage and mitigate emergency incidents.

The El Segundo Fire Department, unlike surrounding cities, does not have a back-up command vehicle that is equipped to sufficiently handle emergency incidents. When the current command vehicle requires maintenance the department’s only vehicle availability is a utility truck that is not equipped to handle emergency responses. Resources are marginal at best on the utility truck due to the lack of emergency communication equipment, such as a mobile data computers and mobile radios. If approved to purchase a new command vehicle, the current command vehicle will be placed into reserve status and will be utilized in the event of strike team deployments, major disasters, or for use during routine maintenance of the front line command vehicle, allowing for the surplus of the existing utility truck.

If approved to purchase this vehicle, the fire department will then start a Request For Proposal (RFP) that will include a customized command box which will be permanently mounted in the rear cargo area of the Suburban, along with emergency mobile radios, mobile data computers and other equipment and technology needed to more effectively manage and mitigate emergency incidents. A subsequent staff report will be presented for consideration to complete the build-out of a new command vehicle which will remain in service a minimum of ten (10) years. Funds for the command box and emergency radio equipment have been identified within the existing equipment replacement budget. The new All-Wheel Suburban, along with the custom command box and emergency communication equipment will meet the City strategic plan of supporting community safety and preparedness and will dramatically improve service delivery capabilities.

To purchase this vehicle in a timely manner, the fire department would like to piggy-back off the Los Angeles County Fire ISB contract (RFB-IS-17201166-1) and purchase the vehicle through the awarded vendor Diversified Leasing (Order Number: PO-17323870-1). City Council can elect to waive the bidding process under El Segundo Municipal Code §17-11 and instead opt to use government pricing through Los Angeles County’s competitive bid process and its awarded vendor, Diversified Leasing. The El Segundo Fire Department would like to utilize this contract due to reduced pricing as a result of economies of scale and other discounts. Los Angeles County will be purchasing 14 vehicles which drops the unit price and they are being provided a 15% discount further reducing the final cost from $91,334.50 to $77,634.33 per vehicle. The City has accumulated money in the equipment replacement fund in order to allow us to replace the current command vehicle, as well as command box and emergency radio equipment. Because of the existing contract between the County of Los Angeles and Diversified Leasing, staff request the City Council consent to the City “piggy-backing” on the existing contract, as allowed by ESMC § 1-7-11.
PURCHASE ORDER

DIVERSIFIED LEASING
**FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO**
https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf

**BILL TO:**
FIRE DEPARTMENT  
FIRE-IINVOICESUBMISSION@FIRE.LACOUNTY.GOV  
Financial Management  
PO Box 910901  
Commerce CA 90091

**AWARD DATE**  
04/24/17

**ORDER NUMBER**  
PO-FR-17323870-1

**BILL TO:**
FIRE DEPARTMENT  
FIRE-IINVOICESUBMISSION@FIRE.LACOUNTY.GOV  
Financial Management  
PO Box 910901  
Commerce CA 90091

**ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:**
Contact : Anet Charbaksh
Phone : 323-267-2215
Email : acharbaksh@std.lacounty.gov

**SHIP FOB DESTINATION TO:** (UNLESS SPECIFIED ELSEWHERE)
FIRE FLEET SERVICES DIV-ADMIN  
1104 N. EASTERN AVE #26 - FFS  
SPECIAL SERVICES  
LOS ANGELES CA 90063  
PROCUREMENT FOLDER : 1250218

**CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE):**
FUND#40228

**DELIVERY DATE**  
11/17/17

**FOB POINT**  
FOB Destination, Freight Prepaid and Allowed

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<th>DATE PRINTED</th>
<th>VENDOR NO.</th>
<th>PROMPT PAYMENT</th>
<th>TERM</th>
<th>DISCOUNT</th>
<th>TERM</th>
<th>DISCOUNT</th>
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<td>TERM 3</td>
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**LINE NO.**

**COMMODITY/SERVICE DESCRIPTION**  
NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.

**QUANTITY**  
14.000000

**UOM**  
EA

**UNIT PRICE**  
$83,984.000000

**EXTENDED AMOUNT**  
$1,175,776.00

**SUPPLIER PART NO:**

**SALES TAX AMOUNT:**

**STOCK ITEM DESCRIPTION:**

**DESCRIPTION:**
MADE/MAKE/MODEL: 2017 CHEVROLET SUBURBAN  
VEHICLE - SUV, AWD, 11,000 LBS. GVWR, 6.0 LITER / V-8 ENGINE, 6-SPEED AUTO - PER  
THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / #FD737-16-17.

**CAPITAL ASSET #159**

**UNIT CODE# 40228**

**LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov**
Go to the portal home page to find out more about the benefits to vendors who do business with the County.

Anet Charbaksh  
DR: cm@std.lacounty.gov  
Finance - Finance Services  
Dept: Finance Services  
Office: Finance Services  
City: Los Angeles  
Email: acharbaksh@std.lacounty.gov  
Date: 2017/04/28 9:53:00-07'00'  
COUNTY OF LOS ANGELES  

120
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<td>SALES TAX AMOUNT:</td>
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<td></td>
<td>DESCRIPTION:</td>
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<td>TIRE TAX ($1.75 PER TIRE X 14 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / #FD737-16-17.</td>
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<td>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</td>
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<td></td>
<td>Prices, terms and conditions are in accordance with Solicitation RFB-IS-17201166.</td>
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<td>Delivery: 120 - 180 Days ARO</td>
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CAPITAL ASSET #159
UNIT CODE# 40228
OBJECT CODE: # 6049
68# B231931

TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-17201166
CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS PURCHASE ORDER IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

SELLERS PERMIT #102787921

F.O.B. DELIVERED. FREIGHT PREPAID AND ALLOWED VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S) COUNTY: TAKES OWNERSHIP AT DESTINATION

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

MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT ON PARTS & LABOR:
BASIC - (3) YEARS / 36,000 MILES
DRIVE TRAIN - (5) YEARS / 60,000 MILES

CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURCHASE CONTRACTOR FOR REIMBURSEMENT.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

TERMINATION FOR CONVENIENCE:
THIS AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.
AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH
<table>
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<tr>
<th>SPECIAL TERMS &amp; CONDITIONS</th>
<th>PURCHASE ORDER</th>
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<tbody>
<tr>
<td>VENDOR NO: 175474</td>
<td>ORDER NO: PO-FR-17323870-1</td>
</tr>
<tr>
<td>VENDOR: DIVERSIFIED LEASING</td>
<td></td>
</tr>
</tbody>
</table>

DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.

VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:

VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:

COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.
STANDARD TERMS & CONDITIONS

PURCHASE ORDER
ORDER NO: PO-FR-17323870-1

VENDOR NO: 175474
VENDOR: DIVERSIFIED LEASING

COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than $10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By ____________________________

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

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

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

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

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

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

6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.
7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

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

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

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

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

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

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

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

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

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

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

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

16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars ($1,000).

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

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

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

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

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

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

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.
24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

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

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

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

27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or County Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

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

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

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

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

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafely.org for printing purposes.
31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR SURRENCH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

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

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

D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.
PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

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

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

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

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

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

A. Jury Service Program.

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

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program at(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

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

ASSIGNMENT BY CONTRACTOR

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

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
SPECIFICATIONS FOR
11,000#- ALL WHEEL DRIVE UTILITY VEHICLE

Bid Number: RFB-IS-17201166

Specifications: Exhibit A / D737-16-17 Year: 2016-17

Make: 2017 Chevy Model: Suburban

Firm Name

Address: Diversified Leasing
1330 W. Main St.
Alhambra, CA 91801
(858) 344-9105

Bidder shall indicate opposite each item of these specifications wherein the unit offered differs from unit described.
CONSORTIUM FIRE PROTECTION DISTRICT
OF
LOS ANGELES COUNTY

SPECIFICATIONS FOR
11,000# 4x4 UTILITY VEHICLE
SPECIFICATIONS FD737-16-17

1. STATEMENT OF SOLICITATION

The Consolidated Fire Protection District of Los Angeles County, hereinafter District, is desirous of purchasing 11,000# 4x4 utility vehicles.

One (1) sealed proposal from reputable automotive dealers for vehicles equipped in accordance with these specifications.

Bid prices must be guaranteed for the current model year.

2. NOTICE TO BIDDERS

When submitting bids, bidders are required to indicate opposite each item of these specifications when the unit offered differs from the unit described. Terms such as, "As specified," "To meet specifications," "Per your specifications," or omission of detailed information will be interpreted as being in complete compliance with specifications.

Bidders may not take exception to items in these specifications where the term "No exceptions" is specified.

When submitting bids, bidders are required to submit detailed literature and pictures of the vehicle they propose to furnish.

Bids will be considered on a vehicle complying substantially with these specifications as determined by the District, provided each deviation is explained in detail and the substitution is described.

The determination of "equal" rests solely with the District.

All warranties, expressed or implied, must be submitted in writing and may be evaluated as part of the bidder's formal bid offering.

Delivery time must be submitted in writing and may be evaluated as part of the bidder's formal bid offering.

Bidders are required to state the unit price complete, exclusive of sales tax, in this bid. Prices quoted shall be F.O.B. Los Angeles.
Failure to adhere to the aforementioned requirements for bid submission may be sufficient cause for rejection of the bid.

A. Indemnification

Successful bidder and/or fire departments participating in this solicitation agree to indemnify, defend and hold harmless District and County, and their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damage relating to the execution of this solicitation, subsequent purchases or contract, or lawsuits and damages relating to the products, equipment and/or apparatus purchased under said agreement.

B. Formal Approval for Contract

Acceptance of a proposal does not constitute a contract with the District. A contract shall be created only by formal approval by the Board of Supervisors of the County of Los Angeles or issuance of a purchase order by the County Purchasing Agent.

C. District Option to Reject All Proposals

The District may, at its discretion, reject all proposals submitted in response for bids. Under no circumstances shall the District be liable for any costs incurred in connection with the preparation and submission of any proposal.

3. LIQUIDATED DAMAGES

All time limits stated in the purchase order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the District that:

A delay would seriously affect the public and the operation of the District; that a reduction in the unit price of Fifty Dollars ($50) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the purchase order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the District and the successful bidder hereby establish said reduction in the unit price of Fifty Dollars ($50) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the purchase order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material.
The above conditions may be evoked if deliveries exceed the specified time or if replacement of material not meeting specification exceeds the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the District, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to federal government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the District and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the District may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the District reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

4. COMPLIANCE WITH CODES AND STATUTES

The vehicle shall conform in every respect with the latest editions of the Motor Vehicle and Administrative Codes and Regulations of the State of California, Federal Motor Vehicle Safety Standards and all applicable provisions of the California Occupational Safety and Health Act.

It is the sole responsibility of the successful bidder to advise the District in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.

THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY FIRE CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.

5. INTENT OF SPECIFICATIONS

It is the intent of these specifications to obtain a vehicle that will meet the rigorous requirements of fire department service.

These specifications are intended to describe the type, size and quality of vehicle desired and to cover the furnishing and delivery to the purchaser of a complete vehicle equipped as hereinafter specified.
These specifications are intended to describe the District’s minimum requirements.

Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

6. INFORMATION REQUIRED

A. The following printed material shall be furnished with EACH vehicle, unless noted “total”, at the time of delivery:

1 - Operator’s Manual
1 - Warranty Book and/or Card
1 – Delayed Warranty Start Date Form
2 - Dealer’s New Vehicle Report Of Sale
1 - Smog Certificate (if required)
1 – Invoice for Vehicle Received

Registration documentation shall indicate the legal and registered owner as:

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
1104 North Eastern Ave. Door 33
Los Angeles, CA 90063.

Failure to provide any of the printed material specified above may be cause for rejection of the vehicle(s).

7. GENERAL

A. The complete vehicle, including the body, finish, fittings, components and accessories shall be the latest model, shall be new and shall not be used in demonstrator or other service, and shall be factory standard or factory provided in all respects not in conflict with specific requirements.

B. The design of the vehicles will be such that it does not hamper or restrict subsequent installation and use of emergency equipment and light bar siren configuration to the satisfaction of the District.

C. When the specification for particular items is not defined, manufacturer’s standards are either satisfactory, or they are not applicable to this vehicle.
D. All "standard" equipment will appear on the vehicle as listed or reflected in the manufacturer's current sales brochure.

E. Successful bidder to provide verification of dealer order within fifteen (15) days of receiving purchase order. The verification is to be forwarded to the District's Division Chief of Fire Fleet Services.

8. **WARRANTY**

A. Manufacturer's standard warranty shall be provided. Three (3) years / 36,000 miles minimum.

B. Manufacturer's standard warranty for drive train and roadside assistance shall be provided. Five (5) years / 100,000 miles.

C. Manufacturer's standard warranty for corrosion shall be provided. Minimum Six (6) years / 100,000 miles.

D. The warranty shall begin from the date and odometer reading when the District places the vehicle in active service.

E. Warranty work will be performed at any dealership convenient to the District.

F. Use of other than original equipment parts shall not void the warranty.

G. Routine required service inspections will be performed by District mechanics and shall not void the warranty.

9. **DELIVERY**

A. All vehicles delivered to the District as a result of this solicitation shall be identical in every respect with the vehicle called for specifically in these specifications unless otherwise noted herein.

B. The vehicle will have the dealer preparation service work, normally performed by the dealer, completed prior to delivery.

C. The vehicle will be delivered clean, with fuel tanks full, and ready for immediate service.

D. District personnel will inspect the vehicle for compliance with specifications. If defects are found requiring correction, it shall be the dealer's responsibility to return them to the agency for correction. All transportation to and from the District's Fire Shop will be the responsibility of the vendor until the vehicle or vehicles are accepted. Any vehicle or vehicles not accepted shall be removed immediately from the County Facility at the vendor's expense.

E. The vehicle shall be delivered to the District's Fire Shop, 1104
10. **VEHICLE DIMENSIONS AND CAPACITIES**

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<th>A. Wheelbase</th>
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<td>B. Length</td>
<td>224&quot; max</td>
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<td>C. Width</td>
<td>81&quot; max</td>
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<td>D. Height</td>
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<td>E. Ground clearance</td>
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<td>F. Seating</td>
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<td>H. Shoulder room</td>
<td></td>
<td>As Specified</td>
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<tr>
<td></td>
<td>Front - 65&quot; min</td>
<td>As Specified</td>
</tr>
<tr>
<td></td>
<td>Middle - 65&quot; min</td>
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<tr>
<td></td>
<td>Rear - 63&quot; min</td>
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<tr>
<td>I. Hip room</td>
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<td>As Specified</td>
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<td></td>
<td>Front - 61&quot; min</td>
<td>As Specified</td>
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<tr>
<td></td>
<td>Middle - 61&quot; min</td>
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<td>Rear - 49&quot; min</td>
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<tr>
<td>J. Leg room</td>
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</tr>
<tr>
<td></td>
<td>Front - 45&quot; min</td>
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<tr>
<td></td>
<td>Middle - 40&quot; min</td>
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<tr>
<td></td>
<td>Rear - 35&quot; min</td>
<td>As Specified</td>
</tr>
<tr>
<td>K. Load floor length, to front seat, at floor</td>
<td>100&quot; min</td>
<td>As Specified</td>
</tr>
<tr>
<td>L. Inside width, between wheel housing</td>
<td>49&quot; min</td>
<td>As Specified</td>
</tr>
<tr>
<td>M. Cargo area height</td>
<td>35&quot; min</td>
<td>As Specified</td>
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<tr>
<td>N. Turning diameter, curb-to-curb</td>
<td>43' max</td>
<td>Mfg. Std.</td>
</tr>
<tr>
<td>O. Approximate fuel capacity</td>
<td>39 gallons min</td>
<td>As Specified</td>
</tr>
<tr>
<td>P. GVWR</td>
<td>11,000 lbs min</td>
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</tr>
<tr>
<td>Q. Payload</td>
<td>4,400 lbs min</td>
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</table>
11. **MECHANICAL**

A. 6.0L Variable Valve Timing V8 SFI engine, 360 HP minimum, minimum 380 ft lbs torque @ 4200 rpm  
   As Specified

B. 220 amp Alternator  
   As Specified

C. Auxiliary Isolated Battery  
   As Specified

D. High Capacity Air Cleaner  
   As Specified

E. Heavy Duty Engine and Transmission Oil Coolers  
   As Specified

F. 6-speed Heavy Duty automatic transmission  
   As Specified

G. Heavy Duty Frame and Suspension with Rear Leaf Springs  
   As Specified

H. Twin tube shock absorbers  
   As Specified, rear Mfg. Std.

I. 4-wheel disc ABS with Severe Service Rotors  
   Mfg. Std.

J. Recirculating ball style steering  
   As Specified

K. Transfer case, active, 2-speed electronic, with rotary controls on dash  
   As Specified

L. 4.10 Axle ratio  
   As Specified

M. 8 Lug 17" Aluminum Wheels  
   As Specified

N. Tire pressure monitor system  
   As Specified

O. LT265/70R17E all-terrain 6-ply tires with full size spare  
   As Specified

12. **EXTERIOR**

A. Front intermittent wipers with rain-sense  
   As Specified

B. Remote keyless entry with a total of six (6) keys and fobs. *Aftermarket keys and fobs are not acceptable.*  
   As Specified

C. Larger Side View Heated Mirrors (black)  
   As Specified

D. Rear Vision Camera  
   As Specified

E. Rear Park Assist with audible warning  
   As Specified

F. Frame mounted recovery hooks  
   As Specified

13. **INTERIOR**
A. Front bucket seats with cloth.

B. 10-way power driver seat with 6-way power cushion, 2-way power lumbar control and power recline

C. Passenger seat with power fore/aft, power recline and power lumber.

D. 2nd-row and 3rd-row manual 60/40 split-folding bench seat.

E. Tri-zone automatic climate control

F. AM/FM Stereo Audio system.

G. Factory Bluetooth for personal cell phone connectivity to vehicle audio system

H. Single-slot CD/MP3 player

I. 5 USB ports

J. Auxiliary jack for full USB/CD card

K. 110v Power Outlet (3 prong) 150 Watts

14. PAINT

A. The vehicles shall be factory painted “Black” on the assembly line.

B. The vehicle shall be taken from the assembly line to an OEM approved “After-market Paint Facility” to be repainted “Victory Red”. The door jams, under-hood and under rear hatch shall not be painted; however, the color shall wrap around to the hem flange so when doors are shut the truck will show Victory Red. The handles shall also be painted. This shall be a 2-stage base/clear paint process and cover a 3 year/36,000 mile warranty. The paint job shall not void the OEM factory warranty.

C. No other color shall be acceptable, No Exception.

D. Vehicle shall not have more than 50 miles upon delivery and acceptance by LACoFD.

These specifications were prepared by Power Equipment Spec Writer David Thornton and approved by Fire Fleet Services Division Chief, at (323) 881-3020.
BID TAB
COST SUBMITTAL
With Disable Veterans Discount
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>LINE ITEM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Ext Amt</th>
<th>Unit Price</th>
<th>Ext Amt</th>
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<td>Vehicle - SUV, AWD, 6.0 liter / V-8 engine</td>
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<td>Tire tax</td>
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<td>$1.75</td>
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<td><strong>BID PRICE</strong></td>
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<td><strong>$1,175,898.50</strong></td>
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<td>Discount</td>
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<td><strong>NET BID PRICE</strong></td>
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<td><strong>$1,175,898.50</strong></td>
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<td>$162,880.40</td>
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<td><strong>TOTAL COST OF PROJECT (WITH SALES TAX)</strong></td>
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<td>$1,278,778.90</td>
<td>$1,189,575.63</td>
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</table>

Accept Low Bid

LACoFD Fleet
1/14/17
January 6, 2017

County of Los Angeles
1100 N. Eastern Ave, Room G115
Los Angeles, CA 90063
Attention: Marnica Valencia
Purchasing & Contracts Analyst

Dear LA County Purchasing,

This letter confirms that Wondries Fleet Group will fulfill any award issued to the auto broker (Diversified Leasing) in its entirety and will be responsible for meeting all of the applicable solicitation requirements and specifications.

Please note that any and all factory incentives applicable to this bid have been subtracted and included in our final bid price. In addition, please note that the warranties on the vehicles come directly from the manufacturer to the County of Los Angeles, per their specifications.

Please allow this letter to stand in full force and effort for one year from commencement date. Please retain this letter on file, for it is valid for all Diversified Leasing Bids.

Sincerely,

[Signature]

Claire Cooper
Fleet Manager

Wondries Fleet Group
<table>
<thead>
<tr>
<th>#</th>
<th>COMPANY NAME</th>
<th>DATE</th>
<th>ONLINE BID</th>
<th>SAMPLES</th>
<th>INITIAL</th>
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BUYERS SIGNATURE

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<tr>
<td>ONLINE BID RESPONSES</td>
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<tr>
<td>TOTAL</td>
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Diversified Leasing
Bid Submittal
REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

Diversified Leasing
1330 W. Main St.
Alhambra, CA 91801
(858) 344-9105

SOLICITATION
RFB-IS-17201166-1

BID DUE:
04/13/17 12:00:00 PM

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

BUYER:
Anel Charbakhsh
BUYER PHONE:
323-267-2215
DATE ISSUED:
03/30/17
REQ. DEPARTMENT:
IS
AGENCY REQ. NO.:
SUV - A
REQ. NO.:
RQN-FR-17027711
FISCAL YEAR:

SCHEDULED BEGIN DATE:
SCHEDULED END DATE:
NUMBER OF COMMODITY LINES:
2
PROCUREMENT FOLDER:
1250218

SUV - AWD (CA #159) - SPECS

TO BE COMPLETED BY VENDOR
1. DELIVERY WILL BE MADE IN ___________ DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT _______% _______ DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE
   CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: _______ CERTIFIED CHECK ATTACHED: _______ OTHER ATTACHMENTS: _______
4. BID REFERENCE NUMBER: _______ (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMMODITY CODE:
6. FEIN OR SOCIAL SECURITY # REQUIRED: 01-750928

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

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

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

VENDOR PHONE NUMBER:
(858) 344-9105

TITLE:
President

DATE:
4-12-17

SIGNATURE OF BIDDER,
(MUST BE SIGNED)

[Signature]

Stephen D. Wilson
Vendor Information

Vendor ID Number : 17547401
Company Name : DIVERSIFIED LEASING
Main Address : 1330 W MAIN ST
               ALHAMBRA, CA 91801
Phone Number :
Alternate Phone Number :
Contact : Stephen D. Wilson
Contact Title :
Email Address : DIVERSIFIEDLEASINGCA@GMAIL.COM
Certification Program: Diversified Veteran Business Enterprise (DVBE)
Certification #: 7436
LA County Approved Date : 10/28/2016
Begin Date : 5/14/2015
Expire Date : 2/28/2018

http://camisvr.co.la.ca.us/webven/VendLookUp/VendInfo.asp
### Standard Terms & Conditions

**Company Name**

**Bid Due:** 04/13/17 12:00:00 PM

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

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

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

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

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

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

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

8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidders are required to provide their California Sellers Permit Number or their Sellers Certificate of Registration/Use Tax Number. Failure to provide the required information will prevent the County of Los Angeles from paying Sales/Use Tax to your firm.

### Certificate of Registration

If you are uncertain as to whether you have such a number or have any questions, please contact the State Board of Equalization at www.boe.ca.gov or call 1.800.400.7115.

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

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

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

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

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


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

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

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

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

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

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

21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.
STANDARD TERMS & CONDITIONS

COMPANY NAME: 

REQUEST FOR BID

SO NO : RFB-IS-17201166-1

BID DUE: 04/13/17 12:00:00 PM

Page 3

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

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

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

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

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

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

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

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

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

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

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

33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.ca.us/cov(categories/Lobbying/Ordinance.htm

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

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

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

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

38. Time Off for Voting
The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:
TERMS AND CONDITIONS OF PURCHASE

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

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

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination. Vendors shall distinguish material costs from labor costs on all applicable invoices. Invoices shall reflect sales tax amount for each item where applicable.

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
11. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:
   
   a. Vendor has materially breached the Purchase Order; or
   
   b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order and in either case, fails to demonstrate continuing progress toward fulfillment of performance requirements, or of any obligations of the Purchase Order and in the absence of such progress, may request in writing after receipt of written notice from the County specifying such failure.
   
   In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.
   
   The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

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

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.
   
   The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation of the laws of the United States, the State of California, and any other jurisdiction, or to the breach of any covenant or agreement or other provision of this Purchase Order.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendor without regard to or because of race, religion, ancestry, national origin, disability or sex.

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

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

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

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

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

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

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.
24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

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

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

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

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

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with this County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

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

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

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-9914 or (800) 544-6061.

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of
<table>
<thead>
<tr>
<th>STANDARD TERMS &amp; CONDITIONS</th>
<th>REQUEST FOR BID</th>
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<tbody>
<tr>
<td>COMPANY NAME:</td>
<td>BID DUE: 04/13/17 12:00:00 PM</td>
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</table>

CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to “VENDOR’S RESPONSIBILITY AND DEBARMENT” and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.262.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor’s subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that is being performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

<table>
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<tr>
<th>A. Original Document</th>
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<tbody>
<tr>
<td>B. Company Name &amp; Address</td>
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<tr>
<td>C. Account Number/Project Number</td>
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<tr>
<td>D. Project Name and Address</td>
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<tr>
<td>E. Authorizing County Department and Purchase Order or Contract Number</td>
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<tr>
<td>F. Period of Time in Which Work is Being Performed</td>
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<tr>
<td>G. Employee Name, Address and Social Security Number</td>
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<tr>
<td>H. Work Classification, including Sub-classification</td>
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<td>I. Hours Paid</td>
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<td>J. Rate of Pay</td>
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<td>K. Deductions</td>
</tr>
<tr>
<td>L. Payroll Check Number</td>
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<tr>
<td>M. Benefits</td>
</tr>
<tr>
<td>N. Signature of Employee Authorized to Certify Payroll</td>
</tr>
</tbody>
</table>

Prevailing Wage Scale

Wherever required:

A. The Contractor shall comply with all provisions of the Labor Code of the State of California.

B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each contract, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:
   www.dir.ca.gov/DLS/PWD/Apprentice.htm
   Division of Labor Standards Enforcement
   455 Golden Gate Avenue, 9th Floor
   San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

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

FEDERAL EARNED INCOME CREDIT

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

RECYCLED BOND PAPER

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County’s sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor’s acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor,
Public entity purchase orders complete with terms and conditions shall be submitted by the public entity. Vendor authorizes County’s use of Vendor’s name, trademarks and Vendor provided materials in County’s presentation and promotions regarding the availability of use for this agreement. County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities. County makes no representation or guarantee as to any minimum to be purchased by County or public entities. Do you agree to the aforementioned? Yes [ ] No [ ]

Priority Clause (Disastrous Events):
Unless legally prohibited, Vendor shall provide priority to the County of Los Angeles for the purchase and delivery of all agreement items during disastrous events, including but not limited to earthquakes, floods, fires and acts of terrorism to ensure the County has sufficient resources needed to sustain its business functions.

Signature (Authorized Representative):

Print: Stephen D. Wilson
Title: President
Date: 4-12-17

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

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

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

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

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

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

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

COUNTY’S PREFERENCE PROGRAMS
The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require the business to complete a certification process. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements of each program prior to requesting the Preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at http://dea.lasounty.gov
**STANDARD TERMS & CONDITIONS**

**COMPANY NAME:**

**REQUEST FOR BID**

SO NO : RFB-IS-17201166-1

**BID DUE:** 04/13/17 12:00:00 PM

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In no case shall the Preference Program (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. The maximum dollar amount of the preference shall not exceed $150,000 per any one preference recipient.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSE, DVBE, or SE.

**Local Small Business Enterprise (Local SBE) Preference Program**

The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 or 2.204.030C.2 of the Los Angeles County Code.

The LSBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; and 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function in the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transition, contract, or project through which funds are passed in order to obtain the appearance of a Local SBE.

For County solicitations which are not subject to the federal restriction on geographical preferences:

An LSBE is defined as: 1) A business which is certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year, or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer Affairs Business Affairs (DCBA) Inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements.

Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at [http://www.dgs.ca.gov/smbus/default](http://www.dgs.ca.gov/smbus/default). For County solicitations which are subject to the federal restriction on geographical preferences:

An LSBE is defined as: A business which meets the employee size and revenue requirements of the Federal Small Business Administration and maintains an active registration as a small business in the Federal System for Award Management (SAM) data base.

Information on the SAM database is available at [https://www.sam.gov](https://www.sam.gov).

**Disabled Veteran Business Enterprise (DVBE) Preference Program**

The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as: 1) A business which is certified by the State of California as a DVBE; or 2) A business which is certified by a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration; or 3) A business certified as a DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer Affairs Business Affairs (DCBA) Inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

Information about the State’s DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at [http://www.dgs.ca.gov/pd/Home.aspx](http://www.dgs.ca.gov/pd/Home.aspx). Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veteran Affairs Website at: [http://www.govbiz.gov](http://www.govbiz.gov).

**Social Enterprise (SE) Preference Program**

The County will give SE preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code.

An SE is defined as: A business that qualifies as a Social Enterprise and has been in operation for at least one year: 1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services. Further information on Social Enterprises also available on the DCBA’s website at: [http://dcs.is.lacounty.gov](http://dcs.is.lacounty.gov).

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REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are not subject to Federal Restrictions

☐ A business certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or

☐ A business qualifying under DCBA’s inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State’s Department of General Services requirements; and

☐ Certified as a LSBE by the DCBA.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are subject to the Federal Funding Restrictions*

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

☐ A business which meets the employee size and revenue requirements of the federal Small Business Administration and maintains an active registration as a small business in the federal System for Award Management (SAM) data base; and

☐ Certified as a LSBE by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

☐ A business which is certified by the State of California as a DVBE; or

☐ A business which is certified by U.S. Department of Veterans Affairs as a SDVOSB; or

☐ A business qualifying under DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE; or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and

☐ Certified as a DVBE by the DCBA.

☐ Request for Social Enterprise Program Preference

☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

☐ Certified as a Social Enterprise business by the DCBA.

BUSINESS UNDERSTANDS THAT IN NO INSTANCE SHALL THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

Name of Firm: [REDACTED]

Print Name: Stephen D. Wilson

Signature: [REDACTED]

County Welfare No: 1754740/1

Title: President

Date: 4-12-17
Supplier Profile
State of California Certification

Certification ID: 1792183

Legal Business Name
DIVERSEIFIED LEASING

Doing Business As (DBA) Name 1:
DIVERSEIFIED LEASING

Doing Business As (DBA) Name 2:

Office Phone Number
858/344-9105

Business Fax Number
858/481-1953

Business Web Address
()

Address
1330 West Main Street
Alhambra
CA 91801

Email:
diversifiedleasingca@gmail.com

Total No. of Employees

Business Types:
Non-Manufacturer, Service

Notification Preference
Email

Service Areas:

View Keywords
View Classifications

View SB
Amend SB

View DVBE
Amend DVBE

View Both Applications
Amend Both Applications

Active Certifications

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<th>Status</th>
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<td>Approved</td>
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<td>02/17/2016</td>
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<td>02/25/2016</td>
<td>02/28/2018</td>
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</tbody>
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Certification History

© 2015-2017 Cai eProcure

Search (search.aspx) | Privacy Policy
(https://fiscal.ca.gov/Privacy_Policy/index)
CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

<table>
<thead>
<tr>
<th>Agency name</th>
<th>Minority</th>
<th>Women</th>
<th>Dis-Advantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

<table>
<thead>
<tr>
<th>Print Authorized Name</th>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen D. Wilson</td>
<td>Stephen D. Wilson</td>
<td>President</td>
<td>4-12-17</td>
</tr>
</tbody>
</table>
COUNTY OF LOS ANGELES

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

As a threshold requirement for consideration for an award, bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, awarded bidder shall email: GAINGROW@dpss.lacounty.gov

Bidders who are unable to meet this requirement shall not be considered for an award.

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

A. Bidder has a proven record of hiring GAIN/GROW participants.
   
   YES  NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.
   
   YES  NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   
   YES  NO

   N/A (Program not available)

Bidder Organization: Stephen D. Wilson

Signature:  
Title:  
Tel. #: (858)344-9105

Print Name:  
Date: 4-12-17

Fax #: 8584811953
I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

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

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

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

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

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

[Signature]

VENDOR SIGNATURE

4-17-17

DATE
STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-17201166-1

COMPANY NAME :

BID DUE: 04/13/17 12:00:00 PM

Page 14

PROHIBITION AGAINST USE OF CHILD LABOR

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

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

Data Destruction

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

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

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.
JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to all Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

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

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program’s definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor fails within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: Diversified Leasing
1330 W. Main St.
Alhambra, CA 91801
(858) 344-9105

City: Alhambra
State: CA
Zip: 91801

Telephone Number: (858) 344-9105

Solicitation for (Type of Goods or Services): car, van, truck, sales and leasing

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

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

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

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

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

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

☒ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR
Part II: Certification of Compliance

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

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

Stephen D. Wilson

Print Name: ____________________________ Title: ________________

Signature: ____________________________ Date: ____________

By: [Signature]
STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-17201166-1

COMPANY NAME:  

BID DUE: 04/13/17 12:00:00 PM  Page 18

PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

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

ASSIGNMENTS BY CONTRACTOR

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

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

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

SAFELY SURRENDERED BABY LAW

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

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

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

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

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

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

Printed Name of Contractor or Proposer

Printed Name of Responsible Manager

Signature

Date

Stephen D. Wilson
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGMENT OF SOLICITATION RESTRICTIONS

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen D. Wilson</td>
<td>(858)344-9105</td>
</tr>
</tbody>
</table>

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

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

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

Name of Firm

Stephen D. Wilson

Print Name of Signer

Signature

Title

Date

4-10-17
REQUIRED FORMS - EXHIBIT

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

   NAME   STATE   YEAR INC.
   ______________________   ______________________   __________

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

   ______________________

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

   Name   County of Registration   Year became DBA
   ______________________   ______________________   ______________________
   ______________________   ______________________   ______________________
   ______________________   ______________________   ______________________

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

   Name of parent firm:
   ______________________

   State of incorporation or registration of parent firm:
   ______________________

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

   Name   Year of Name Change
   ______________________   ______________________
   ______________________   ______________________
   ______________________   ______________________

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

   ______________________

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

List each minimum requirement
Check the appropriate box below:

- [x] YES [□] NO 2 years experience, within the last 2 years
- [x] YES [□] NO Willingness to consider hiring GAIN/GROW participant
- [x] YES [□] NO Complies with the County's Child Support Compliance
- [x] YES [□] NO Certifies intent to comply with County's Jury Service Program
- [x] YES [□] NO Declares intent to comply with County's Living Wage Program

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

Proposer's Name:

Diversified Leasing
1330 W. Main St.
Alhambra, CA 91801
(858) 344-9105

E-mail: diversifiedleasing@gmail.com Telephone Number: (858)344-9105
Fax Number: 3584-1953

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

Signature: President

Title: Date

61-1750928

Internal Revenue Service Employer Identification Number

California Business License Number 17547401

County Vendor Number
STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-17201166-1

COMPANY NAME:

BID DUE: 04/13/17 12:00:00 PM

Off-Peak (Hours) - Delivery of Commodities

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

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

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

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

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

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

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

Diversified Leasing

1330 W. Main St.
Alhambra, CA 91801
(818) 644-9105

Address

City

State & Zip Code

By Stephen D. Wilson

Printed Name

Signature

Date

Protest Policy for Goods and Services Solicited by the County Purchasing Agent

General Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

- [x] The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contact.

- OR -

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

  [Signature]

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

COMPANY NAME: 

PRINT NAME: Stephen D. Wilson

SIGNATURE: [Signature]

TITLE: President

DATE: 4-13-17
STANDARD TERMS & CONDITIONS

SUBCONTRACTING

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

BID SUBMITTAL

Bidders shall submit with their bid the SBE Subcontractor Information Form @ http://doingbusiness.lacounty.gov/SBE/SubcontractorInformationForm.PDF. Bidder shall complete this form in its entirety.

Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The Final Report of Subcontracting Form @ http://doingbusiness.lacounty.gov/FinalReportOfSubcontractingForm.PDF.

A summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon completion of a purchase order, Vendor shall submit the Final Report of Subcontracting and Purchases Form within fifteen (15) working days.

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

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

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

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

ELECTRONIC CATALOG

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

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

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

Name of Company

Stephen D. Wilson

Name of Authorized Vendor Representative

Signature of Authorized Representative

4/12/17

Date
Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors/vendors engaged in human trafficking from receiving contract awards or performing services under a County Contract/Purchase Order.

Contractors/Vendors are required to complete the Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County’s Zero Tolerance Human Trafficking provision as defined below. Further, contractors are required to comply with the requirements under said provision for the term of any contract/purchase order awarded pursuant to this solicitation.

Compliance with County’s Zero Tolerance on Human Trafficking Policy

Contractor/Vendor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor/Vendor or member of Contractor/Vendor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor/Vendor or member of Contractor/Vendor’s staff be removed immediately from performing services under the Contract/Purchase Order. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor/Vendor’s staff pursuant to this paragraph shall not relieve Contractor/Vendor of its obligation to complete all work in accordance with the terms and conditions of this Contract/Purchase Order.

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Diversified Leasing
Company Address: 4330 W. Main St., Alhambra, CA 91801
City: (858) 344-9105
State: Zip Code: Diversefiedleasingca
TelephoneNumber: Email Address: diversifyedleasingca@gmail.com
Solicitation #: RFB-15-17201166-1

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer/Bidder acknowledges and certifies compliance the County’s Zero Tolerance Human Trafficking Policy of the proposed Contract/Purchase Order and agrees that proposer/bidder or a member of his staff performing work under the proposed Contract/Purchase Order will be in compliance. Proposer/Bidder further acknowledges that noncompliance with the County’s Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract/Purchase Order, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Stephen D. Wilson
Title: President
Signature: Stephen D. Wilson
Date: 4-13-17
**SPECIAL TERMS & CONDITIONS**

**REQUEST FOR BID**

**COMPANY NAME**

**BID DUE:** 04/13/17 12:00:00 PM  
**Page 27**

**LICENSING INFORMATION**

Each bidder must possess a current CA auto/commercial vehicle dealer's license (including auto broker's endorsement to dealer's license, if applicable) or current CA auto broker's license and shall submit such documentation with its bid. In addition, each bid submitted by an auto broker shall include the dealer information from which the vehicle will be purchased, along with a letter from the dealer (on the dealer's letterhead) confirming that it will fulfill any award issued to the auto broker in its entirety and will be responsible for meeting all of the applicable solicitation requirements and specifications, including but not limited to the delivery of the vehicle(s) to, and acceptance thereby, the requesting department (State of California Vehicle Code Section 11700).

**ADDITIONAL REQUIREMENTS**

- Liquidated damages may be accessed for deliveries made outside of the proposed delivery timeframes.
- Vendor agrees that any manufacturer rebates and/or incentives applicable at the time an order is placed will be extended to the county.
- Tire tax fee of $1.75 per tire (for each vehicle purchased) will be applied to the purchase order.

**DELIVERY**

The county of Los Angeles reserves the right to reject any/all bids from a vendor that has failed to fulfill existing purchase orders within the stated delivery timeframe. Bids will be reviewed on a case-by-case basis and final award will be made based on the department's needs and in the best interest of the county.

Cash discount periods shall be computed either from the date of delivery and county's acceptance of the vehicle, which may take up to 2 weeks, or the date of county's receipt of correct and proper invoices, whichever date is later.

Note: Unless otherwise qualified, instructions and conditions (last page of invitation for bid) is changed to read: quotations are subject to acceptance at any time within ninety (90) calendar days after opening.

Quote prices exclusive of federal excise tax. If tax is not applicable, so state in your bid.

Quote F.O.B. delivered. Freight prepaid and allowed.

Vendor: Pays freight cost, own title in transit, file claim(s).

County: Takes ownership at destination.

Equipment offered must be new, unused, current models.

Specifications of equipment described have been deemed adequate to satisfy the performance requirements of the requisitioning department. The county of Los Angeles reserves the right to make an award on equipment which meets functional needs and is suitable for the service required.

Bidders shall return specification sheet fully completed stating any exception to specification in letter form. Failure to comply with instructions may be considered sufficient reason for rejection of your offer.

Bidder must complete right hand column of any attached specification sheet when taking exception to a specific item. Indicate such exception in the space provided. If quoting as specified on an item, indicate in the space 'as specified'.

The county of Los Angeles reserves the right to reject alternate
OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

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

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

RETURN OF GOODS RECEIVED:
IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES. HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE unsatisfactory (default) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS. SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

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

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

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

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

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS
GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.
EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN: Anet Charbaksh
SOLICITATION NO SUBJECT RFB NUMBER
COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:
(1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
(3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES AND ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.
(5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATION, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A-VII, UNLESS OTHERWISE APPROVED BY COUNTY.
FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR THE COST OF SUCH COVERAGE.
ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.
NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT
TO COUNTY:
(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER
SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE
WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST
CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING
WITHIN 24 HOURS OF OCCURRENCE.
(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR
ARISING
FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT
AGREEMENT.
(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY
PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE
INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.
(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY
KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED
TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.
COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS
TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS
OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY
COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS
INCURRED BY COUNTY.
INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR
SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER
SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT
AGREEMENT BY EITHER:
(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE
ACTIVITIES OF SUB-CONTRACTOR, OR
(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS
EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE
COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE
OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

CONTRACTOR’S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS
THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH
COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR
TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM
CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE
REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST
FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

REQUIREMENTS FOR ONLINE RESPONSES:

FOR THIS SOLICITATION VENDORS CAN RESPOND ONLINE AT: https://lacovss.lacounty.gov

FOR THIS SOLICITATION, VENDORS MUST ATTACH A COPY OF THEIR RESPONSES TO THE COUNTY
SOLICITATION STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS,
SPECIFICATIONS AND ANY OTHER REQUIRED ATTACHMENTS WHEN RESPONDING ONLINE.

FOR ASSISTANCE RESPONDING ONLINE PLEASE CONTACT THE COUNTY ISD PROCUREMENT HELP DESK
AT 323-267-2729.

VEHICLE PAYMENT
UPON DELIVERY OF VEHICLES, VENDOR MUST SUPPLY ONE (1) COPY OF THE
ORIGINAL PURCHASE ORDER ALONG WITH ONE (1) COPY OF THE COMPLETED
SPECIFICATIONS WITH EACH VEHICLE.
ALSO, VENDOR MUST SEND THE ORIGINAL COPY OF THE VEHICLE INVOICE
TO THE BILLING ADDRESS LISTED ON THE PURCHASE ORDER.
IF THESE INSTRUCTIONS ARE NOT COMPLETED AS REQUIRED, VENDOR
PAYMENT(S) MAY BE DELAYED.
ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH DEFAULT WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE OF NOTICE PROVIDED BY COUNTY, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

TERMINATION FOR CONVENIENCE:
ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT. AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE DETERMINATION ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED. VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:
VENDOR'S STABILITY WAS AND IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:
COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT, IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.
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<td><strong>VEHICLE OFFERED</strong> <strong>YEAR:</strong> 2017 <strong>MAKE:</strong> Chevy <strong>MODEL:</strong> Suburban <strong>TRIM:</strong> H.O.</td>
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<td><strong>TIRE TAX ($1.75 PER TIRE X 14 VEHICLES)</strong> - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / #FD737-16-17.</td>
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SPECIFICATIONS FOR
11,000#-ALL WHEEL DRIVE UTILITY VEHICLE

Bid Number: RFB-IS-17201166

Specifications: Exhibit A / D737-16-17 Year: 2016-17

Make 2017 Chevy Model Suburban

Firm Name

Address Diversified Leasing
1330 W. Main St.
Alhambra, CA 91801
(858) 344-9105

Bidder shall indicate opposite each item of these specifications wherein the unit offered differs from unit described.
CONSOLIDATED FIRE PROTECTION DISTRICT
OF
LOS ANGELES COUNTY

SPECIFICATIONS FOR
11,000# 4x4 UTILITY VEHICLE
SPECIFICATIONS FD737-16-17

1. STATEMENT OF SOLICITATION

The Consolidated Fire Protection District of Los Angeles County, hereinafter District, is desirous of purchasing 11,000# 4x4 utility vehicles.

One (1) sealed proposal from reputable automotive dealers for vehicles equipped in accordance with these specifications.

Bid prices must be guaranteed for the current model year.

2. NOTICE TO BIDDERS

When submitting bids, bidders are required to indicate opposite each item of these specifications when the unit offered differs from the unit described. Terms such as, "As specified," "To meet specifications," "Per your specifications," or omission of detailed information will be interpreted as being in complete compliance with specifications.

Bidders may not take exception to items in these specifications where the term "No exceptions" is specified.

When submitting bids, bidders are required to submit detailed literature and pictures of the vehicle they propose to furnish.

Bids will be considered on a vehicle complying substantially with these specifications as determined by the District, provided each deviation is explained in detail and the substitution is described.

The determination of "equal" rests solely with the District.

All warranties, expressed or implied, must be submitted in writing and may be evaluated as part of the bidder's formal bid offering.

Delivery time must be submitted in writing and may be evaluated as part of the bidder's formal bid offering.

Bidders are required to state the unit price complete, exclusive of sales tax, in this bid. Prices quoted shall be F.O.B. Los Angeles.
Failure to adhere to the aforementioned requirements for bid submission may be sufficient cause for rejection of the bid.

A. Indemnification

Successful bidder and/or fire departments participating in this solicitation agree to indemnify, defend and hold harmless District and County, and their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damage relating to the execution of this solicitation, subsequent purchases or contract, or lawsuits and damages relating to the products, equipment and/or apparatus purchased under said agreement.

B. Formal Approval for Contract

Acceptance of a proposal does not constitute a contract with the District. A contract shall be created only by formal approval by the Board of Supervisors of the County of Los Angeles or issuance of a purchase order by the County Purchasing Agent.

C. District Option to Reject All Proposals

The District may, at its discretion, reject all proposals submitted in response for bids. Under no circumstances shall the District be liable for any costs incurred in connection with the preparation and submission of any proposal.

3. LIQUIDATED DAMAGES

All time limits stated in the purchase order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the District that:

A delay would seriously affect the public and the operation of the District; that a reduction in the unit price of Fifty Dollars ($50) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the purchase order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the District and the successful bidder hereby establish said reduction in the unit price of Fifty Dollars ($50) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the purchase order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material.
The above conditions may be evoked if deliveries exceed the specified time or if replacement of material not meeting specification exceeds the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the District, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to federal government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the District and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the District may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the District reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

4. COMPLIANCE WITH CODES AND STATUTES

The vehicle shall conform in every respect with the latest editions of the Motor Vehicle and Administrative Codes and Regulations of the State of California, Federal Motor Vehicle Safety Standards and all applicable provisions of the California Occupational Safety and Health Act.

It is the sole responsibility of the successful bidder to advise the District in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.

THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY FIRE CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.

5. INTENT OF SPECIFICATIONS

It is the intent of these specifications to obtain a vehicle that will meet the rigorous requirements of fire department service.

These specifications are intended to describe the type, size and quality of vehicle desired and to cover the furnishing and delivery to the purchaser of a complete vehicle equipped as hereinafter specified.
These specifications are intended to describe the District's minimum requirements.

Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

6. INFORMATION REQUIRED

A. The following printed material shall be furnished with EACH vehicle, unless noted "total", at the time of delivery:

   1 - Operator's Manual
   1 - Warranty Book and/or Card
   1 – Delayed Warranty Start Date Form
   2 - Dealer’s New Vehicle Report Of Sale
   1 - Smog Certificate (if required)
   1 – Invoice for Vehicle Received

Registration documentation shall indicate the legal and registered owner as:

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
1104 North Eastern Ave. Door 33
Los Angeles, CA 90063.

Failure to provide any of the printed material specified above may be cause for rejection of the vehicle(s).

7. GENERAL

A. The complete vehicle, including the body, finish, fittings, components and accessories shall be the latest model, shall be new and shall not be used in demonstrator or other service, and shall be factory standard or factory provided in all respects not in conflict with specific requirements.

B. The design of the vehicles will be such that it does not hamper or restrict subsequent installation and use of emergency equipment and light bar siren configuration to the satisfaction of the District.

C. When the specification for particular items is not defined, manufacturer's standards are either satisfactory, or they are not applicable to this vehicle.
D. All "standard" equipment will appear on the vehicle as listed or reflected in the manufacturer's current sales brochure.

E. Successful bidder to provide verification of dealer order within fifteen (15) days of receiving purchase order. The verification is to be forwarded to the District's Division Chief of Fire Fleet Services.

8. WARRANTY

A. Manufacturer's standard warranty shall be provided. Three (3) years / 36,000 miles minimum.

B. Manufacturer's standard warranty for drive train and roadside assistance shall be provided. Five (5) years / 100,000 miles.

C. Manufacturer's standard warranty for corrosion shall be provided. Minimum Six (6) years / 100,000 miles.

D. The warranty shall begin from the date and odometer reading when the District places the vehicle in active service.

E. Warranty work will be performed at any dealership convenient to the District.

F. Use of other than original equipment parts shall not void the warranty.

G. Routine required service inspections will be performed by District mechanics and shall not void the warranty.

9. DELIVERY

A. All vehicles delivered to the District as a result of this solicitation shall be identical in every respect with the vehicle called for specifically in these specifications unless otherwise noted herein.

B. The vehicle will have the dealer preparation service work, normally performed by the dealer, completed prior to delivery.

C. The vehicle will be delivered clean, with fuel tanks full, and ready for immediate service.

D. District personnel will inspect the vehicle for compliance with specifications. If defects are found requiring correction, it shall be the dealer's responsibility to return them to the agency for correction. All transportation to and from the District's Fire Shop will be the responsibility of the vendor until the vehicle or vehicles are accepted. Any vehicle or vehicles not accepted shall be removed immediately from the County Facility at the vendor's expense.

E. The vehicle shall be delivered to the District’s Fire Shop, 1104
North Eastern Avenue, Door 33, Los Angeles. The District's Division Chief of Fire Fleet Services shall be notified at (323) 881-3020, 24 hours prior to delivery, between the hours of 8:00 a.m. and 3:00 p.m. daily, excepting weekends and holidays.

10. VEHICLE DIMENSIONS AND CAPACITIES

A. Wheelbase – 130" max
   As Specified

B. Length – 224" max
   As Specified

C. Width – 81" max
   As Specified

D. Height – 76" max
   As Specified

E. Ground clearance – 8" min
   As Specified

F. Seating
   Front – 2
   Middle – 3
   Rear – 3
   As Specified

G. Head room
   Front – 43" min
   Middle – 39" min
   Rear – 39" min
   As Specified

H. Shoulder room
   Front – 65" min
   Middle – 65" min
   Rear – 63" min
   As Specified

I. Hip room
   Front – 61" min
   Middle – 61" min
   Rear – 49" min
   As Specified

J. Leg room
   Front – 45" min
   Middle – 40" min
   Rear – 35" min
   As Specified

K. Load floor length, to front seat, at floor – 100" min
   As Specified

L. Inside width, between wheel housing 49" min
   As Specified

M. Cargo area height – 35" min
   As Specified

N. Turning diameter, curb-to-curb – 43’ max
   Mfg. Std.

O. Approximately fuel capacity – 39 gallons min
   As Specified

P. GVWR - 11,000 lbs min
   As Specified

Q. Payload - 4,400 lbs min
   As Specified
11. **MECHANICAL**

A. 6.0L Variable Valve Timing V8 SFI engine, 360 HP minimum, minimum 380 ft lbs torque @ 4200 rpm  
   As Specified

B. 220 amp Alternator  
   As Specified

C. Auxiliary Isolated Battery  
   As Specified

D. High Capacity Air Cleaner  
   As Specified

E. Heavy Duty Engine and Transmission Oil Coolers  
   As Specified

F. 6-speed Heavy Duty automatic transmission  
   As Specified

G. Heavy Duty Frame and Suspension with Rear Leaf Springs  
   As Specified

H. Twin tube shock absorbers  
   As Specified, rear

I. 4-wheel disc ABS with Severe Service Rotors  
   Mfg. Std.

J. Recirculating ball style steering  
   Mfg. Std.

K. Transfer case, active, 2-speed electronic with rotary controls on dash  
   As Specified

L. 4.10 Axle ratio  
   As Specified

M. 8 Lug 17" Aluminum Wheels  
   As Specified

N. Tire pressure monitor system  
   As Specified

O. LT265/70R17E all-terrain 6-ply tires with full size spare  
   As Specified

12. **EXTERIOR**

A. Front intermittent wipers with rain-sense  
   As Specified

B. Remote keyless entry with a total of six (6) keys and fobs.  
   Aftermarket keys and fobs are not acceptable.  
   As Specified

C. Larger Side View Heated Mirrors (black)  
   As Specified

D. Rear Vision Camera  
   As Specified

E. Rear Park Assist with audible warning  
   As Specified

F. Frame mounted recovery hooks  
   As Specified

13. **INTERIOR**
A. Front bucket seats with cloth.
B. 10-way power driver seat with 6-way power cushion, 2-way power lumbar control and power recline
C. Passenger seat with power fore/aft, power recline and power lumber.
D. 2nd-row and 3rd-row manual 60/40 split-folding bench seat.
E. Tri-zone automatic climate control
F. AM/FM Stereo Audio system.
G. Factory Bluetooth for personal cell phone connectivity to vehicle audio system
H. Single-slot CD/MP3 player
I. 5 USB ports
J. Auxiliary jack for full USB/CD card
K. 110v Power Outlet (3 prong) 150 Watts

14. PAINT
A. The vehicles shall be factory painted "Black" on the assembly line.
B. The vehicle shall be taken from the assembly line to an OEM approved "After-market Paint Facility" to be repainted "Victory Red". The door jams, under-hood and under rear hatch shall not be painted; however, the color shall wrap around to the hem flange so when doors are shut the truck will show Victory Red. The handles shall also be painted. This shall be a 2-stage base/clear paint process and cover a 3 year/36,000 mile warranty. The paint job shall not void the OEM factory warranty.
C. No other color shall be acceptable, No Exception.
D. Vehicle shall not have more than 50 miles upon delivery and acceptance by LACoFD.

These specifications were prepared by Power Equipment Spec Writer David Thornton and approved by Fire Fleet Services Division Chief, at (323) 881-3020.
LA County 1166 Suburban
Table of Contents

- Weight Rating
- Technical Specifications
- Selected Model and Options
- Standard Equipment
LA County 1166 Suburban

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: N/A
Rear Gross Axle Weight Rating: N/A
Gross Vehicle Weight Rating: 11000.00 lbs
**Technical Specifications**

**Powertrain**

**Transmission**

<table>
<thead>
<tr>
<th>Drivetrain</th>
<th>Four Wheel Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans Order Code</td>
<td>MYD</td>
</tr>
<tr>
<td>Trans Type</td>
<td>6</td>
</tr>
<tr>
<td>Trans Description Cont.</td>
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</tr>
<tr>
<td>Trans Description Cont. Again</td>
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</tr>
<tr>
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<td>N/A</td>
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<tr>
<td>Second Gear Ratio (:1)</td>
<td>N/A</td>
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<tr>
<td>Third Gear Ratio (:1)</td>
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<tr>
<td>Fourth Gear Ratio (:1)</td>
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<tr>
<td>Fifth Gear Ratio (:1)</td>
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<tr>
<td>Sixth Gear Ratio (:1)</td>
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<tr>
<td>Reverse Ratio (:1)</td>
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</tr>
<tr>
<td>Clutch Size</td>
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</tr>
<tr>
<td>Trans Power Take Off</td>
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</tr>
<tr>
<td>Final Drive Axle Ratio (:1)</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfer Case Model</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfer Case Gear Ratio (:1), High</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfer Case Gear Ratio (:1), Low</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfer Case Power Take Off</td>
<td>N/A</td>
</tr>
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**Mileage**

<table>
<thead>
<tr>
<th>EPA Fuel Economy Est - Hwy</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cruising Range - City</td>
<td>N/A</td>
</tr>
<tr>
<td>EPA Fuel Economy Est - City</td>
<td>N/A</td>
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<tr>
<td>Fuel Economy Est-Combined</td>
<td>N/A</td>
</tr>
<tr>
<td>Cruising Range - Hwy</td>
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</table>

**Engine**

<table>
<thead>
<tr>
<th>Engine Order Code</th>
<th>L96</th>
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<tbody>
<tr>
<td>Engine Type</td>
<td>Gas V8</td>
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<tr>
<td>Displacement</td>
<td>6.0L/-TBD-</td>
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</table>

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LA County 1166 Suburban

Powertrain

Engine

Fuel System
SAE Net Horsepower @ RPM
SAE Net Torque @ RPM
Engine Oil Cooler

Direct Injection
N/A
N/A
N/A

Electrical

Cold Cranking Amps @ 0°F (Primary)
Cold Cranking Amps @ 0°F (2nd)
Cold Cranking Amps @ 0°F (3rd)
Maximum Alternator Capacity (amps)

730
N/A
N/A
220

Cooling System

Total Cooling System Capacity

N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year
EPA Greenhouse Gas Score

9.8
N/A

Vehicle

Rear Door Type

Liftgate

Chassis

Weight Information

Trim Curb Weight
Standard Weight - Front
Standard Weight - Rear
Base Trim Weight - Front
Base Trim Weight - Rear
Gross Axle Wt Rating - Front
Gross Axle Wt Rating - Rear
Curb Weight - Front
Curb Weight - Rear

N/A
0.00 lbs
0.00 lbs
N/A
N/A
N/A
N/A
N/A
N/A

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**CHROMEDATA**

LA County 1166 Suburban

### Chassis

#### Weight Information

| Option Weight - Front | 0.00 lbs |
| Option Weight - Rear  | 0.00 lbs |
| Reserve Axle Capacity - Front | N/A |
| Reserve Axle Capacity - Rear | N/A |
| As Spec'd Curb Weight | N/A |
| As Spec'd Payload | N/A |
| Maximum Payload Capacity | N/A |
| Gross Combined Wt Rating | N/A |
| Gross Axle Weight Rating | N/A |
| Curb Weight | N/A |
| Reserve Axle Capacity | N/A |
| Total Option Weight | 0.00 lbs |
| Payload Weight Front | 0 lbs |
| Payload Weight Rear | 0 lbs |
| Gross Vehicle Weight Rating | 11000.00 lbs |

#### Trailering

| Dead Weight Hitch - Max Trailer Wt. | 5000 lbs |
| Dead Weight Hitch - Max Tongue Wt. | 500 lbs |
| Wt Distributing Hitch - Max Trailer Wt. | 6000 lbs |
| Wt Distributing Hitch - Max Tongue Wt. | 600 lbs |
| Maximum Trailering Capacity | N/A |

#### Frame

| Frame Type | N/A |
| Sect Modulus Rails Only | N/A |
| Frame RBM | N/A |
| Frame Strength | N/A |
| Frame Thickness | N/A |

#### Suspension

| Suspension Type - Front | Independent |

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Data Version: 2494, Data updated Apr 11, 2017 9:17:00 PM PDT
## Chassis

### Suspension

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suspension Type - Rear</td>
<td>Multi-Link</td>
</tr>
<tr>
<td>Spring Capacity - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Spring Capacity - Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Axle Type - Front</td>
<td>Independent</td>
</tr>
<tr>
<td>Axle Type - Rear</td>
<td>Semi-Floating</td>
</tr>
<tr>
<td>Axle Capacity - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Axle Capacity - Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Axle Ratio (-1) - Front</td>
<td>4.10</td>
</tr>
<tr>
<td>Axle Ratio (-1) - Rear</td>
<td>4.10</td>
</tr>
<tr>
<td>Shock Absorber Diameter - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Shock Absorber Diameter - Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Stabilizer Bar Diameter - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Stabilizer Bar Diameter - Rear</td>
<td>N/A</td>
</tr>
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</table>

### Tires

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Tire Order Code</td>
<td>QXT</td>
</tr>
<tr>
<td>Rear Tire Order Code</td>
<td>QXT</td>
</tr>
<tr>
<td>Spare Tire Order Code</td>
<td>ZXT</td>
</tr>
<tr>
<td>Front Tire Size</td>
<td>LT265/70R17E</td>
</tr>
<tr>
<td>Rear Tire Size</td>
<td>LT265/70R17E</td>
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<tr>
<td>Spare Tire Size</td>
<td>LT265/70R17E</td>
</tr>
<tr>
<td>Front Tire Capacity</td>
<td>N/A</td>
</tr>
<tr>
<td>Rear Tire Capacity</td>
<td>N/A</td>
</tr>
<tr>
<td>Spare Tire Capacity</td>
<td>N/A</td>
</tr>
<tr>
<td>Revolutions/Mile @ 45 mph - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Revolutions/Mile @ 45 mph - Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Revolutions/Mile @ 45 mph - Spare</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Wheels

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Wheel Size</td>
<td>17 x -TBD- in</td>
</tr>
<tr>
<td>Rear Wheel Size</td>
<td>17 x -TBD- in</td>
</tr>
<tr>
<td>Spare Wheel Size</td>
<td>17 x -TBD- in</td>
</tr>
</tbody>
</table>

---

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LA County 1166 Suburban

### Chassis

#### Wheels

<table>
<thead>
<tr>
<th>Material</th>
<th>Front Wheel Material</th>
<th>Aluminum</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Rear Wheel Material</td>
<td>Aluminum</td>
</tr>
<tr>
<td></td>
<td>Spare Wheel Material</td>
<td>Steel</td>
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#### Steering

<table>
<thead>
<tr>
<th>Type</th>
<th>Pwr Rack &amp; Pinion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratio (:1), Overall</td>
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</tr>
<tr>
<td>Ratio (:1), On Center</td>
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</tr>
<tr>
<td>Ratio (:1), At Lock</td>
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</tr>
<tr>
<td>Turning Diameter - Curb to Curb</td>
<td>N/A</td>
</tr>
<tr>
<td>Turning Diameter - Wall to Wall</td>
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</tr>
</tbody>
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#### Brakes

<table>
<thead>
<tr>
<th>Type</th>
<th>Pwr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brake ABS System</td>
<td>4-Wheel</td>
</tr>
<tr>
<td>Brake ABS System (Second Line)</td>
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</tr>
<tr>
<td>Disc - Front (Yes or )</td>
<td>Yes</td>
</tr>
<tr>
<td>Disc - Rear (Yes or )</td>
<td>Yes</td>
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<tr>
<td>Front Brake Rotor Diam x Thickness</td>
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<tr>
<td>Rear Brake Rotor Diam x Thickness</td>
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<tr>
<td>Drum - Rear (Yes or )</td>
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<tr>
<td>Rear Drum Diam x Width</td>
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#### Fuel Tank

<table>
<thead>
<tr>
<th>Capacity</th>
<th>39 gal</th>
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<tbody>
<tr>
<td>Aux Capacity</td>
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<tr>
<td>Location</td>
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<tr>
<td>Aux Fuel Tank Location</td>
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#### Dimensions

##### Interior Dimensions

<table>
<thead>
<tr>
<th>Capacity</th>
<th>8</th>
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</thead>
<tbody>
<tr>
<td>Front Room</td>
<td>42.80 in</td>
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</tbody>
</table>

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## Dimensions

### Interior Dimensions

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Measurement</th>
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<tbody>
<tr>
<td>Front Leg Room</td>
<td>45.30 in</td>
</tr>
<tr>
<td>Front Shoulder Room</td>
<td>64.80 in</td>
</tr>
<tr>
<td>Front Hip Room</td>
<td>60.80 in</td>
</tr>
<tr>
<td>Second Head Room</td>
<td>39.10 in</td>
</tr>
<tr>
<td>Second Leg Room</td>
<td>39.70 in</td>
</tr>
<tr>
<td>Second Shoulder Room</td>
<td>65.10 in</td>
</tr>
<tr>
<td>Second Hip Room</td>
<td>60.30 in</td>
</tr>
<tr>
<td>Third Head Room</td>
<td>38.50 in</td>
</tr>
<tr>
<td>Third Leg Room</td>
<td>34.50 in</td>
</tr>
<tr>
<td>Third Shoulder Room</td>
<td>62.60 in</td>
</tr>
<tr>
<td>Third Hip Room</td>
<td>49.30 in</td>
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### Exterior Dimensions

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheelbase</td>
<td>130.00 in</td>
</tr>
<tr>
<td>Length, Overall w/rear bumper</td>
<td>224.4 in</td>
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<tr>
<td>Width, Max w/o mirrors</td>
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</tr>
<tr>
<td>Height, Overall</td>
<td>75.6 in</td>
</tr>
<tr>
<td>Overhang, Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Overhang, Rear w/o bumper</td>
<td>N/A</td>
</tr>
<tr>
<td>Front Bumper to Back of Cab</td>
<td>N/A</td>
</tr>
<tr>
<td>Cab to Axle</td>
<td>N/A</td>
</tr>
<tr>
<td>Cab to End of Frame</td>
<td>N/A</td>
</tr>
<tr>
<td>Ground to Top of Load Floor</td>
<td>35.43 in</td>
</tr>
<tr>
<td>Ground to Top of Frame</td>
<td>N/A</td>
</tr>
<tr>
<td>Frame Width, Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Ground Clearance, Front</td>
<td>7.85 in</td>
</tr>
<tr>
<td>Ground Clearance, Rear</td>
<td>7.85 in</td>
</tr>
<tr>
<td>Body Length</td>
<td>0.00 ft</td>
</tr>
<tr>
<td>Rear Door Opening Height</td>
<td>N/A</td>
</tr>
<tr>
<td>Rear Door Opening Width</td>
<td>N/A</td>
</tr>
<tr>
<td>Side Door Opening Height</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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LA County 1166 Suburban

**Dimensions**

**Exterior Dimensions**

<table>
<thead>
<tr>
<th>Measurement</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side Door Opening Width</td>
<td>N/A</td>
</tr>
<tr>
<td>Step Up Height - Front</td>
<td>N/A</td>
</tr>
<tr>
<td>Step Up Height - Side</td>
<td>N/A</td>
</tr>
<tr>
<td>Cab to Body</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Cargo Area Dimensions**

<table>
<thead>
<tr>
<th>Measurement</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo Area Length @ Floor to Console</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Area Length @ Floor to Seat 1</td>
<td>100.3 in</td>
</tr>
<tr>
<td>Cargo Area Length @ Floor to Seat 2</td>
<td>63.6 in</td>
</tr>
<tr>
<td>Cargo Area Length @ Floor to Seat 3</td>
<td>31.6 in</td>
</tr>
<tr>
<td>Cargo Box Width @ Top, Rear</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Area Width @ Beltline</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Box Width @ Floor</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Box Width @ Wheelhouseings</td>
<td>49.3 in</td>
</tr>
<tr>
<td>Cargo Box (Area) Height</td>
<td>34.92 in</td>
</tr>
<tr>
<td>Tailgate Width</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Volume</td>
<td>N/A</td>
</tr>
<tr>
<td>Cargo Volume to Seat 1</td>
<td>121.1 ft³</td>
</tr>
<tr>
<td>Cargo Volume to Seat 2</td>
<td>76.7 ft³</td>
</tr>
<tr>
<td>Cargo Volume to Seat 3</td>
<td>38.9 ft³</td>
</tr>
<tr>
<td>Cargo Volume to Seat 4</td>
<td>N/A</td>
</tr>
<tr>
<td>Ext'd Cab Cargo Volume</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Exterior**

**Doors**

<table>
<thead>
<tr>
<th>Measurement</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side Door Type</td>
<td>N/A</td>
</tr>
</tbody>
</table>
LA County 1166 Suburban

### Selected Model and Options

**MODEL**

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CK35906</td>
<td>2017 Chevrolet Suburban 4WD 4dr 3500 LS</td>
</tr>
</tbody>
</table>

### COLORS

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>GBA</td>
<td>Black</td>
</tr>
</tbody>
</table>

### PREFERRED EQUIPMENT GROUP

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1LS</td>
<td>LS Preferred Equipment Group includes Standard Equipment</td>
</tr>
</tbody>
</table>

### SEAT TYPE

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A95</td>
<td>Seats, front bucket with Premium Cloth passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (STD)</td>
</tr>
</tbody>
</table>

### PAINT

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>GBA</td>
<td>Black</td>
</tr>
</tbody>
</table>

### AXLE

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>GT5</td>
<td>Rear axle, 4.10 ratio</td>
</tr>
</tbody>
</table>

### SEAT TRIM

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H0U</td>
<td>Jet Black, Premium cloth seat trim</td>
</tr>
</tbody>
</table>

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LA County 1166 Suburban

### RADIO

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IO5</td>
<td>Audio system, Chevrolet MyLink Radio with 8&quot; diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)</td>
</tr>
</tbody>
</table>

### ENGINE

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>L96</td>
<td>Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [288.4 kW] @ 5400 rpm, 380 lb-ft of torque [513.0 N-m] @ 4200 rpm)</td>
</tr>
</tbody>
</table>

### TRANSMISSION

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MYD</td>
<td>Transmission, 6-speed automatic</td>
</tr>
</tbody>
</table>

### EMISSIONS

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>YF5</td>
<td>Emissions, California state requirements</td>
</tr>
</tbody>
</table>

### PAINT SCHEME

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZY1</td>
<td>Paint scheme, solid application</td>
</tr>
</tbody>
</table>

Options Total
Standard Equipment

Mechanical

- Suspension Package, Standard includes 50mm Mono-tube front and 51mm twin-tube rear shock absorbers and 42mm front stabilizer bar
- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [513.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic
- Rear axle, 4.10 ratio
- Transfer case, active, 2-speed electronic Autotrac with rotary controls
- Skid Plate Package
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 730 cold-cranking amps
- Alternator, 220 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Trailer sway control
- Tow/haul mode selector
- Recovery hooks, 2 front, frame-mounted
- GVWR, 11,000 lbs. (4990 kg)
- Hill hold feature
- Hill Start Assist
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc

Exterior

- Wheels, 17" (43.2 cm) machined aluminum
- Tires, LT265/70R17E all-terrain, blackwall
- Tire, spare LT265/70R17E all-terrain, blackwall
- Wheel, 17" (43.2 cm) full-size steel spare
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, front

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Exterior

Fascia, front body-color
Fascia, rear body-color
Luggage rack side rails, roof-mounted
Assist steps, Black
Mirrors, outside heated power-adjustable, manual-folding, Black
Glass, deep-tinted
Glass, acoustic, laminated
Windshield, solar absorbing
Wipers, front intermittent, Rainsense
Wiper, rear intermittent with washer
Lifgate, rear manual

Entertainment

Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player
Audio system feature, 6-speaker system

SiriusXM Satellite Radio is standard on nearly all 2017 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)

Radio, HD

Bluetooth for phone personal cell phone connectivity to vehicle audio system

OnStar 4G LTE and built-in Wi-Fi hotspot connects to the Internet at 4G LTE speeds; includes OnStar Data Trial for 3 months or 3GB (whichever comes first) (Visit www.onstar.com for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T.)

Interior

Seats, front bucket with Premium Cloth passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (STD)

Seat adjuster, driver 6-way power

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report

Apr 12, 2017

Page 14
Interior

Seat adjuster, front passenger 6-way power
Seats, second row 60/40 split-folding bench, manual
Seat, third row manual 60/40 split-folding bench, fold flat
Console, floor with storage area, cup holders, SD card slot and auxiliary jack
Floor covering, color-keyed carpeting
Floor mats, color-keyed carpeted first and second row, removable
Steering column, Tilt-Wheel
Steering wheel, leather-wrapped
Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls
Display, driver instrument information enhanced, multi-color
Speedometer, miles/kilometers
Door locks, power programmable, lock control, side door
Remote Keyless Entry, extended-range
Remote vehicle start
Cruise control, electronic with set and resume speed
Theft deterrent, electrical, unauthorized entry
Windows, power, all doors
Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers
Defogger, rear-window electric
Power outlet, 110-volt
Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area
Assist handles, 1st row passenger and 2nd row outboard seats
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control
Safety-Interior

Teen Driver mode is a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver.

Air bags, frontal and side-impact for driver and front passenger driver inboard seat-mounted side-impact and head curtain side-impact for all rows in outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

OnStar Guidance Plan for 6 months, including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Retail orders receive a 3-month trial. Visit www.onstar.com for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center (does not apply to spare tire)

Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Years: 2
Maintenance Miles/km: 24,000
Maintenance Note: 2 visits
ORIGINAL REQUEST FOR BID
REQUEST FOR BID

INTERNAL SERVICES DEPARTMENT

SOLICITATION
RFB-IS-17201166-1

BID DUE:
04/13/17 12:00:00 PM

RETURN BID TO ADDRESS BELOW

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

BUYER: Anet Charbakhsh
BUYER PHONE: 323-267-2215
DATE ISSUED: 03/30/17
REQ. DEPARTMENT: IS
AGENCY REQ. NO.: SUV - A
REQ. NO.: RQN-FR-17027711
FISCAL YEAR: 
SCHEDULED BEGIN DATE: 
SCHEDULED END DATE: 
NUMBER OF COMMODITY LINES: 2
PROCUREMENT FOLDER: 1250218

SUV - AWD (CA #159) - SPECS

TO BE COMPLETED BY VENDOR

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

** IMPORTANT **

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

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

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

VENDOR PHONE NUMBER: ________________ TITLE: ________________ DATE: ________________

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

REQUEST FOR BID
SO NO : RFB-IS-17201166-1

COMPANY NAME : 

BID DUE: 04/13/17 12:00:00 PM

Page 2

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

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

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

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

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

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

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

8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidders are required to provide their California Sellers Permit Number or their Sellers Certificate of Registration-Use Tax Number. Failure to provide the required information will prevent the County of Los Angeles from paying Sales/Use Tax to your company.

SELLERS PERMIT #
CERTIFICATE OF REGISTRATION 
If you are uncertain as to whether you have such a number or have have any questions, please contact the State Board of Equalization at WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

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

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

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

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

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


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

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

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

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

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

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

21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.
22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

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

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

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

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

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

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

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

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

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

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

33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm

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

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

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

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

38. Time Off for Voting
The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
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ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:

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

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

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination. Vendors shall distinguish material costs from labor costs on all applicable invoices. Invoices shall reflect sales tax amount for each item where applicable.

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:
   a. Vendor has materially breached the Purchase Order; or
   b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

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

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

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

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars ($1,000).

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

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

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

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

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

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

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.
24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

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

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

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

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

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

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

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

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

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of
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CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to “VENDOR'S RESPONSIBILITY AND DEBARMENT” and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing County Department and Purchase Order or Contract Number
F. Period of Time in Which Work is Being Performed
G. Employee Name, Address and Social Security Number
H. Work Classification, Including Sub-classification
I. Hours Paid
J. Rate of pay
K. Deductions
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

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

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

Records Retention and Audit, Federal or State Funded Purchases

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

FEDERAL EARNED INCOME CREDIT

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

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.
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Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.
Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

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

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

Do you agree to the aforementioned? Yes_____ No_____

Priority Clause (Disastrous Events):

Unless legally prohibited, Vendor shall provide priority to the County of Los Angeles for the purchase and delivery of all agreement items during disastrous events, including but not limited to earthquakes, floods, fires and acts of terrorism to ensure the County has sufficient resources needed to sustain its business functions.

Signature (Authorized Representative):

Print:

Title:

Date:

VENDOR'S RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

COUNTY'S PREFERENCE PROGRAMS

The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require the business to complete a certification process. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements of each program prior to requesting the Preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at http://dcba.lacounty.gov.
In no case shall the Preference Program (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. The maximum dollar amount of the preference shall not exceed $150,000 per any one preference recipient.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSEB, DVBE, or SE.

**Local Small Business Enterprise (Local SBE) Preference Program**

The County will give LSEB preference during the solicitation process to businesses that meet the definition of an LSEB, consistent with Chapter 2.204.030C.1 or 2.204.030C.2 of the Los Angeles County Code.

The LSEB shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function in the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transition, contract, or project through which funds are passed in order to obtain the appearance of a Local SBE.

For County solicitations which are not subject to the federal restriction on geographical preferences:

An LSEB is defined as: 1) A business which is certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements.

Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at [http://www.pd.dgs.ca.gov/SMBUS/default](http://www.pd.dgs.ca.gov/SMBUS/default).

For County solicitations which are subject to the federal restriction on geographical preferences:

An LSEB is defined as: A business which meets the employee size and revenue requirements of the Federal Small Business Administration and maintains an active registration as a small business in the Federal System for Award Management (SAM) data base.

Information on the SAM database is available at [https://www.sam.gov](https://www.sam.gov).

**Disabled Veteran Business Enterprise (DVBE) Preference Program**

The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as: 1) A business which is certified by the State of California as a DVBE; or 2) A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration; or 3) A business certified as a DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

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

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: [http://www.vetbiz.gov/](http://www.vetbiz.gov/).

**Social Enterprise (SE) Preference Program**

The County will give SE preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code.

An SE is defined as: A business that qualifies as a Social Enterprise and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services.

Further information on Social Enterprises also available on the DCBA’s website at: [http://dcba.lacounty.gov](http://dcba.lacounty.gov).
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED

☐ Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are not subject to Federal Restrictions

☐ A business certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or

☐ A business qualifying under DCBA’s inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State’s Department of General Services requirements; and

☐ Certified as a LSBE by the DCBA.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are subject to the Federal Funding Restrictions*

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

☐ A business which meets the employee size and revenue requirements of the federal Small Business Administration and maintains an active registration as a small business in the federal System for Award Management (SAM) data base; and

☐ Certified as a LSBE by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

☐ A business which is certified by the State of California as a DVBE, or

☐ A business which is certified by U.S. Department of Veterans Affairs as a SDVOSB; or

☐ A business qualifying under DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and

☐ Certified as a DVBE by the DCBA.

☐ Request for Social Enterprise Program Preference

☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

☐ Certified as a Social Enterprise business by the DCBA.

BUSINESS UNDERSTANDS THAT IN NO INSTANCE SHALL THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

Name of Firm: 
County Webven No:

Print Name:  
Title:

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

<table>
<thead>
<tr>
<th>Agency name</th>
<th>Minority</th>
<th>Women</th>
<th>Dis-Advantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

<table>
<thead>
<tr>
<th>Print Authorized Name</th>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
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<td>STANDARD TERMS &amp; CONDITIONS</td>
<td>REQUEST FOR BID</td>
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<td>COMPANY NAME:</td>
<td>SO NO: RFB-IS-17201166-1</td>
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<td>BID DUE: 04/13/17 12:00:00 PM</td>
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COUNTY OF LOS ANGELES

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

As a threshold requirement for consideration for an award, bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, awarded bidder shall email: GAINGROW@dpss.lacounty.gov

**Bidders who are unable to meet this requirement shall not be considered for an award.**

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

A. Bidder has a proven record of hiring GAIN/GROW participants.

   ________ YES _________ NO

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

   ________ YES _________ NO

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

   ________ YES _________ NO

   ________ N/A (Program not available)

Bidder Organization: ____________________________

Signature: ____________________________ Print Name: ____________________________

Title: ____________________________ Date: ____________________________

Tel.#: ____________________________ Fax #: ____________________________


PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

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

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

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

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

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

__________________________  _______________________
VENDOR SIGNATURE           DATE
PROHIBITION AGAINST USE OF CHILD LABOR

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

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

Data Destruction

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

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

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

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

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

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name:__________________________________________________________

Company Address:________________________________________________________________________

City:__________________State:______Zip:__________________

Telephone Number:__________________________

Solicitation for (Type of Goods or Services): ____________________________________________

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

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

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

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

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

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

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

OR
Part II: Certification of Compliance

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

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

Print Name: __________________________________ Title: __________________________________

Signature: __________________________________ Date: __________________________________
PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

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

ASSIGNMENTS BY CONTRACTOR

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

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

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

SAFELY SURRENDERED BABY LAW

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

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

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

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

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

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

Printed Name of Vendor or Contractor

Printed Name of Responsible Manager

Signature

Date

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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

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

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

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

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

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

Name of Firm

Print Name of Signer                  Title

Signature                          Date
| Question                                                                 | Response                                                                 
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<tr>
<td>1. If your firm is a corporation, state its legal name (as found in</td>
<td>Name:</td>
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<tr>
<td>your Articles of Incorporation) and State of Incorporation.</td>
<td>State of Incorporation:</td>
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<tr>
<td></td>
<td>Year of Incorporation:</td>
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<tr>
<td>2. If your firm is a partnership or a sole proprietorship, state the</td>
<td>Name of Proprietor:</td>
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<td>name of the proprietor or managing partner.</td>
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<td>3. If your firm is doing business under one or more DBA’s, please list</td>
<td>Name of DBA:</td>
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<td>all DBA’s and the County(s) of registration.</td>
<td>County of Registration:</td>
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<td>Year became DBA:</td>
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<td>4. Is your firm wholly or majority owned by, or a subsidiary of, another</td>
<td>Name of Parent Firm:</td>
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<tr>
<td>firm? If yes,</td>
<td>State of Incorporation or registration of Parent Firm:</td>
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<td>5. Please list any other names your firm has done business as within</td>
<td>Name:</td>
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<td>the last five (5) years:</td>
<td>Year of Name Change:</td>
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<td>6. Indicate if your firm is involved in any pending acquisition/merger,</td>
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<td>including the associated company name. If not applicable, so indicate</td>
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<td>below:</td>
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STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-17201166-1

COMPANY NAME :

BID DUE: 04/13/17 12:00:00 PM

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Page 2 of 2

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

List each minimum requirement
Check the appropriate box below:

☐ YES  ☐ NO  ________ years experience, within the last ________ years

☐ YES  ☐ NO  Willingness to consider hiring GAIN/GROW participant

☐ YES  ☐ NO  Complies with the County's Child Support Compliance

☐ YES  ☐ NO  Certifies intent to comply with County's Jury Service Program

☐ YES  ☐ NO  Declares intent to comply with County's Living Wage Program

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

Proposer's Name:

________________________________________________________________________

Address:

________________________________________________________________________

________________________________________________________________________

E-mail: ______________________________ Telephone Number: ______________________

Fax Number: ______________________________

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

________________________________________________________________________

Signature

Internal Revenue Service Employer Identification Number

______________________________

Title

California Business License Number

______________________________

Date

County Vendor Number

226
OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

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

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

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

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

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

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

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

__________________________________________
Vendor's Company

__________________________________________
Address

__________________________________________
City

__________________________________________
State & Zip Code

__________________________________________
Printed Name

__________________________________________
Signature

__________________________________________
Date

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

__________________________________________
General Authority

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

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

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

Review of Solicitation Requirements and Specifications

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

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

Bid Protests

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

COMPANY NAME:

PRINT NAME: TITLE:

SIGNATURE: DATE:
SUBCONTRACTING

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

BID SUBMITAL

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

REPORTING

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

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

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

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

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

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

ELECTRONIC CATALOG

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

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

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

__________________________________________
Name of Company

__________________________________________
Name of Authorized Vendor Representative

__________________________________________
Signature of Authorized Representative

Date
Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors/vendors engaged in human trafficking from receiving contract awards or performing services under a County Contract/Purchase Order.

Contractors/Vendors are required to complete the Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined below. Further, contractors are required to comply with the requirements under said provision for the term of any contract/purchase order awarded pursuant to this solicitation.

Compliance with County's Zero Tolerance on Human Trafficking Policy

Contractor/Vendor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor/Vendor or member of Contractor's/Vendor's staff is convicted of a human trafficking offense, the County shall require that the Contractor/Vendor or member of Contractor's/Vendor's staff be removed immediately from performing services under the Contract/Purchase Order.

County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's/Vendor's staff pursuant to this paragraph shall not relieve Contractor/Vendor of its obligation to complete all work in accordance with the terms and conditions of this Contract/Purchase Order.

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:

Company Address:

City: State: Zip Code:

Telephone Number: Email Address:

Solicitation #

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer/Bidder acknowledges and certifies compliance the County's Zero Tolerance Human Trafficking Policy of the proposed Contract/Purchase Order and agrees that proposer/bidder or a member of his staff performing work under the proposed Contract/Purchase Order will be in compliance. Proposer/Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract/Purchase Order, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Title:

Signature Date:
SPECIAL TERMS & CONDITIONS

REQUEST FOR BID
SO NO: RFB-IS-17201166-1

COMPANY NAME:

BID DUE: 04/13/17 12:00:00 PM

27

**LICENSING INFORMATION**

EACH BIDDER MUST POSSESS A CURRENT CA AUTO/COMMERCIAL VEHICLE DEALER'S LICENSE (INCLUDING AUTO BROKER'S ENDORSEMENT TO DEALER'S LICENSE, IF APPLICABLE) OR CURRENT CA AUTO BROKER'S LICENSE AND SHALL SUBMIT SUCH DOCUMENTATION WITH ITS BID. IN ADDITION, EACH BID SUBMITTED BY AN AUTO BROKER SHALL INCLUDE THE DEALER INFORMATION FROM WHICH THE VEHICLE WILL BE PURCHASED, ALONG WITH A LETTER FROM THE DEALER (ON THE DEALER'S LETTERHEAD) CONFIRMING THAT IT WILL FULFILL ANY AWARD ISSUED TO THE AUTO BROKER IN ITS ENTIRETY AND WILL BE RESPONSIBLE FOR MEETING ALL OF THE APPLICABLE SOLICITATION REQUIREMENTS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF THE VEHICLE(S) TO, AND ACCEPTANCE THEREBY, THE REQUESTING DEPARTMENT (State of California Vehicle Code Section 11700).

**ADDITIONAL REQUIREMENTS**

- LIQUIDATED DAMAGES MAY BE ACCESSED FOR DELIVERIES MADE OUTSIDE OF THE PROPOSED DELIVERY TIMEFRAMES.
- VENDOR AGREES THAT ANY MANUFACTURER REBATES AND/OR INCENTIVES APPLICABLE AT THE TIME AN ORDER IS PLACED WILL BE EXTENDED TO THE COUNTY.
- TIRE TAX FEE OF $1.75 PER TIRE (FOR EACH VEHICLE PURCHASED) WILL BE APPLIED TO THE PURCHASE ORDER.

**DELIVERY**

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY/ALL BIDS FROM A VENDOR THAT HAS FAILED TO FULFILL EXISTING PURCHASE ORDERS WITHIN THE STATED DELIVERY TIME FRAME. BIDS WILL BE REVIEWED ON A CASE-BY-CASE BASIS AND FINAL AWARD WILL BE MADE BASED ON THE DEPARTMENT'S NEEDS AND IN THE BEST INTEREST OF THE COUNTY.

CASH DISCOUNT PERIODS SHALL BE COMPUTED EITHER FROM THE DATE OF DELIVERY AND COUNTY'S ACCEPTANCE OF THE VEHICLE, WHICH MAY TAKE UP TO 2 WEEKS, OR THE DATE OF COUNTY'S RECEIPT OF CORRECT AND PROPER INVOICES, WHICHEVER DATE IS LATER.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL EXCISE TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

QUOTE F.O.B. DELIVERED.
FREIGHT PREPAID AND ALLOWED
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

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

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

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE
OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

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

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

RETURN OF GOODS RECEIVED:
IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY I DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:
ON
PARTS..................................................
ON LABOR............................................

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

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

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

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS
GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S
INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT
FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND
MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO
MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY
AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL
BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-
INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL
BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.
EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE
SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT
DESIGNEE
PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A
RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE
SHALL BE DELIVERED TO:

ATTN: Anet Charbaksh
SOLICITATION # SUBJECT RFB NUMBER
COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:
(1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
(3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN
NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION
FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE
COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES
ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS
INSURERS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.
(5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S
APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO
REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS
THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND
GUARANTEENING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS,
INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO
INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND
SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS
IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN
INSURANCE
COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS
THAN A.VII, UNLESS OTHERWISE APPROVED BY COUNTY.
FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE
REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE
ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE
CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND
SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES
FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY
MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER
NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR
SPECIAL TERMS & CONDITIONS

ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE, NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:
(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.
(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT AGREEMENT.
(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.
(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.
COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.
INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT BY EITHER:
(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTOR, OR
(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

CONTRACTOR’S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

REQUIREMENTS FOR ONLINE RESPONSES:

FOR THIS SOLICITATION VENDORS CAN RESPOND ONLINE AT: https://lacovss.lacounty.gov

FOR THIS SOLICITATION, VENDORS MUST ATTACH A COPY OF THEIR RESPONSES TO THE COUNTY SOLICITATION STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, SPECIFICATIONS AND ANY OTHER REQUIRED ATTACHMENTS WHEN RESPONDING ONLINE.

FOR ASSISTANCE RESPONDING ONLINE PLEASE CONTACT THE COUNTY ISD PROCUREMENT HELP DESK AT 323-267-2729.

VEHICLE PAYMENT
UPON DELIVERY OF VEHICLES, VENDOR MUST SUPPLY ONE (1) COPY OF THE ORIGINAL PURCHASE ORDER ALONG WITH ONE (1) COPY OF THE COMPLETED SPECIFICATIONS WITH EACH VEHICLE.
ALSO, VENDOR MUST SEND THE ORIGINAL COPY OF THE VEHICLE INVOICE TO THE BILLING ADDRESS LISTED ON THE PURCHASE ORDER.
IF THESE INSTRUCTIONS ARE NOT COMPLETED AS REQUIRED, VENDOR PAYMENT(S) MAY BE DELAYED.
SPECIAL TERMS & CONDITIONS

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

TERMINATION FOR CONVENIENCE:
ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.
AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.
VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.
TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:
VENDOR'S STABILITY WAS AND IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.
TERMINATION FOR GRATUITIES:
COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business (OSB) are eligible for the Local SBE Preference.

PROCUREMENT RATED AS COMPLEX
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<tr>
<th>LINE NO.</th>
<th>COMMODITY / SERVICE DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>COMMODITY CODE: 070-57-00-0000000</td>
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<tr>
<td></td>
<td>VEHICLE - SUV, AWD, 11,000 LBS. GVWR, 6.0 LITER / V-8 ENGINE, 6-SPEED AUTO - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / #FD737-16-17. <strong>VEHICLE OFFERED</strong></td>
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<td>CAPITAL ASSET #159</td>
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<td>OBJECT CODE: # 6049</td>
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<td>UNLESS SPECIFIED ELSEWHERE SHIP TO:</td>
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<td>FIRE FLEET SERVICES DIV-ADMIN</td>
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<td>1104 N. EASTERN AVE #26 - FFS</td>
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<td>SPECIAL SERVICES</td>
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<td>LOS ANGELES, CA 90063</td>
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<td>ATTN:</td>
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<td>FUND#40228</td>
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<td>COMMODITY CODE: 070-57-00-0000000</td>
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<td>TIRE TAX ($1.75 PER TIRE X 14 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / #FD737-16-17.</td>
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<td></td>
<td>UNLESS SPECIFIED ELSEWHERE SHIP TO:</td>
</tr>
<tr>
<td></td>
<td>FIRE FLEET SERVICES DIV-ADMIN</td>
</tr>
<tr>
<td></td>
<td>1104 N. EASTERN AVE #26 - FFS</td>
</tr>
<tr>
<td></td>
<td>SPECIAL SERVICES</td>
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<tr>
<td></td>
<td>LOS ANGELES, CA 90063</td>
</tr>
<tr>
<td></td>
<td>ATTN:</td>
</tr>
<tr>
<td></td>
<td>FUND#40228</td>
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AGENDA DESCRIPTION:
Consideration and possible action regarding a two-year renewal of the cost sharing agreement in a form approved by the City Attorney with the City of Redondo Beach for operation of Beach Cities Transit (BCT) Line 109 for FY17/18 and FY18/19 and a one-time contribution towards a Real-Time Information System, in conjunction with the cities of Hermosa Beach, Redondo Beach, and Manhattan Beach.
(Fiscal Impact: $43,417 for FY17/18 and not to exceed $25,689 for FY18/19 Proposition C funds)

RECOMMENDED COUNCIL ACTION:
1. Approve the two-year renewal of the cost sharing agreement with BCT for operation of Transit Line 109 and a one-time contribution towards the Real-Time Information System.
2. Authorize the Mayor to execute Transit Service Operation Agreement in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Cost Sharing Proposal from Beach Cities Transit for FY17/18
2. Real Time Information System Fact Sheet
3. Beach Cities Transit Route Map and Time Schedule

FISCAL IMPACT: $43,417 for FY17/18 and not to exceed $25,689 for FY18/19 Proposition C funds

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
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<td>Additional Appropriation:</td>
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</tr>
<tr>
<td>Account Number(s):</td>
<td>114-400-5293-6206 (Beach Cities Transit Contractual Services)</td>
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</table>

STRATEGIC PLAN:
Goal: 1a El Segundo provides unparalleled service to internal and external customers
Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses, and visitors

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

BACKGROUND & DISCUSSION:
Since August 2006, Beach Cities Transit (BCT) has operated Line 109 from Redondo Beach to the LAX Transit Center, passing through the cities of Hermosa Beach, Manhattan Beach, and El Segundo. In July 2006, these South Bay communities came together to collectively fund a portion of the operating costs for a new BCT Line (designated Line 109), to assume bus service responsibilities in lieu of the discontinued Metropolitan Transportation Authority’s (Metro) Line 439.
BCT, a community-based transit system operated by the City of Redondo Beach, is designated as an ‘included operator’ in Los Angeles County. As such, BCT is eligible to receive funding from Metro to partially fund local transit operating expenses. Despite the fact that funding is available through Metro, recent statewide funding reductions to transit agencies have impacted BCT’s allocation, leaving the participating agencies the responsibility to cover the unfunded expenses of operating the service.

Additionally, in the recent past, Metro has jettisoned ‘regionally underperforming’ bus lines, leaving them to be either picked up by local operators or discontinued entirely. Over the past eight years, these four South Bay communities have supported the operation and evolution of BCT Line 109 to serve the transit needs of local residents and commuters, as Metro has discontinued routes 439, 124, and 125.

Line 109 encompasses over 70 stops each northbound and southbound, with nearly 40% of the route within El Segundo city limits. Major destinations on Line 109 include the LAX City Bus Center, the Aviation Green Line Station, the Douglas Green Line Station, downtown Manhattan Beach, Manhattan Village Mall, downtown El Segundo, Plaza El Segundo, the Hermosa Beach Pier, the Redondo Beach Pier, and Riviera Village.

In July 2015 the City Council approved a two-year agreement (July 1, 2015 through June 30, 2017) to continue supporting a proportional share of the operational costs of the BCT Line 109. At the end of June 2017, the total FY16/17 financial commitment is estimated to total $39,999 and is funded through Proposition C Funds.

In order to improve customer service and satisfaction, the City of Redondo Beach is proposing to include the cost to purchase and install a Real-Time Information (RTI) System. Real Time Passenger information allows passengers to receive real-time, up to date transit information. It is provided by a vehicle tracking system which uses global positioning satellite (GPS) information and a historical algorithm to predict when the next vehicle will arrive at any given transit stop, thereby reducing wait times and the reliance on schedules. The estimated total cost of the RTI system capital equipment and related operation expenses is $60,000. The cost of the RTI system will be distributed amongst all four agencies dependent on the percent investment. City of El Segundo will contribute $22,866 towards the RTI system a one-time payment during FY 17/18.

The actual cost of the RTI service will not be final until after the RFP is issued and a vendor/system is determined. If the RTI costs by the selected vendor is lower than the estimated proposed costs, City of Redondo Beach will review the budget and make necessary adjustments to the payment amounts. The RTI project will be billed to the Cities after a vendor agreement is awarded.

<table>
<thead>
<tr>
<th>Cost Sharing Cities</th>
<th>% Investment (avg. route miles/total route miles)</th>
<th>Operations Contribution</th>
<th>RTI Contribution</th>
<th>Total Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hermosa Beach</td>
<td>10.89%</td>
<td>$ 5,873</td>
<td>$ 6,534</td>
<td>$12,407</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>16.05%</td>
<td>$ 8,655</td>
<td>$ 9,630</td>
<td>$18,285</td>
</tr>
<tr>
<td>El Segundo</td>
<td>38.11%</td>
<td>$20,551</td>
<td>$22,866</td>
<td>$43,417</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>34.95%</td>
<td>$18,847</td>
<td>$20,970</td>
<td>$39,817</td>
</tr>
</tbody>
</table>

The proportional share for FY17/18 is estimated at $43,417, made up of the operations contribution of $20,551 and Real-Time Information (RTI) contribution of $22,866. The estimates set forth in the agreement for FY18/19 include an additional 25% contingency on the operations portion for planning purposes and will not exceed $25,689. The estimated cost for operating the Line 109 service has decreased significantly due to the recent passage of Measure M.
The City of Redondo Beach is requesting the City of El Segundo approve a two-year agreement including the funding for the RTI system in a form approved by the City Attorney to participate in Line 109 to continue to improve the service and serve the communities’ residents, businesses, and employers. Both the cities of Manhattan Beach and Hermosa Beach are expected to renew their participation.
BCT Line 109

Cost Sharing Proposal: Fiscal Year 2017-18

April 2017

Service Overview

Beach Cities Transit operates the Line 109 route with agency partners, including Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. The partner agencies share operating costs for Line 109.

Update: BCT services have been added to the Google Maps Trip Planner which makes using BCT buses easier and time information available by the map location. The BCT Twitter page, @RedondoBeachBCT was launched in November. Two new buses will be ordered in Fiscal Year 2018. TAP Mobile Validators have been installed on the buses so passengers can pay the fare using their TAP card.

Proposed: City staff is in progress of researching real time information services on BCT buses to enable riders to get bus arrival times on their mobile phones or other computer systems. A real time information service RFP will be issued and the service implemented during Fiscal Year 2018.

Statistics: Ridership in FY 2016-17 is trending downward, consistent with other transit agencies. BCT Line 109 passenger trips decreased in FY 2015-16 by 2.5%, with 5,205 fewer trips over the prior year. Fare revenues decreased by $338 despite the ridership decrease.

| Actual Service Statistics History of BCT Line 109 |
|---------------------------------|---------|---------|---------|---------|---------|
|                                  | FY 11-12| FY 12-13| FY 13-14| FY 14-15| FY 15-16|
| Service Hours                   | 18,809  | 20,134  | 20,234  | 20,235  | 20,343  |
| Operating Cost                  | $998,035| $1,088,582| $1,174,214| $1,173,517| $1,172,600|
| Fare Revenues                   | $144,820| $162,909| $154,801| $149,765| $150,103|
| Passenger Trips                 | 199,295 | 205,321 | 212,584 | 206,198 | 200,993 |

Transit Funding

Metro’s annual transit formula funding allocations to municipal transit operators is based on sales tax revenue receipts. Regional funding estimates stayed relatively stable, however annual funding under the State Transit Assistance Program decreased for the second year in a row by approximately $28,800 from the prior year. The new Transportation sales tax funding, Measure M, will be available after October 2017. The Measure M formula funds will be used towards BCT transit operations, and the transit center facility maintenance and operations.

Cost Estimates

The expenses included in the cost sharing estimates for BCT Line 109 are the operating expenses incurred by the transit contractor, and fuel expenses. In addition the City proposes to include the estimated cost to purchase and install...
Fiscal Year 2018
real-time information capital equipment and systems, and related operation expenses.
The total cost is expected to be $1,310,000 for the operation of 20,292 projected annual service hours. Cost increases are the result of increased fuel expenses, the transit contractor annual operating increases, and new real-time information system expenses.

Cost Sharing Allocation History
The cost sharing allocations, based on the percent of average route miles, remains the same for all agencies. In FY 2016-17, Redondo Beach will pay more than the other Cities' allocated percentage, in order to cover increased costs over the 10% increase based on the cap established in the two year agreement.

<table>
<thead>
<tr>
<th>CITY</th>
<th>% INVESTMENT (avg route miles/total route miles)</th>
<th>FY 2013-14 actual</th>
<th>FY 2014-15 actual</th>
<th>FY2015-16 actual</th>
<th>FY2016-17 projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redondo Beach</td>
<td>34.95%</td>
<td>$70,098</td>
<td>$21,179</td>
<td>$33,349</td>
<td>$66,181</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>10.89%</td>
<td>$6,757</td>
<td>$6,599</td>
<td>$10,391</td>
<td>$11,430</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>16.05%</td>
<td>$9,959</td>
<td>$9,726</td>
<td>$15,314</td>
<td>$16,845</td>
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<tr>
<td>El Segundo</td>
<td>38.11%</td>
<td>$23,646</td>
<td>$23,094</td>
<td>$36,363</td>
<td>$39,999</td>
</tr>
<tr>
<td>TOTAL SHORTFALL</td>
<td>100%</td>
<td>$110,460</td>
<td>$60,598</td>
<td>$95,417</td>
<td>$134,455</td>
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</table>

Investment Estimates
Based on the preliminary fund marks issued by Metro in March 2017, the estimated FY 2017-18 shortfall for the BCT Line 109 is estimated at $113,926. The shortfall is $20,529 less than the FY2016-17 estimates due to the allocation of Measure M funds towards operating costs. The proposed cost sharing agreement is for a two-year period (FY 2017-18 and FY 2018-19), that should be approved by the City Councils by June 1, 2017.

BCT Estimated Cost Sharing Contract Allocations

<table>
<thead>
<tr>
<th>CITY</th>
<th>% INVESTMENT (avg route miles/total route miles)</th>
<th>FY 2016-2017 INVESTMENT ESTIMATE</th>
<th>FY 2017-2018 INVESTMENT ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redondo Beach</td>
<td>34.95%</td>
<td>$66,181*</td>
<td>$39,817</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>10.89%</td>
<td>$11,430</td>
<td>$12,406</td>
</tr>
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<td>$39,999</td>
<td>$43,417</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>$134,455</td>
<td>$113,926</td>
</tr>
</tbody>
</table>

*FY 2017 contributions are based on a 10% increase over the FY 2016 agreement cap amounts for Hermosa Beach, Manhattan Beach, and El Segundo. The Redondo Beach investment includes all expenses over 10%.

Proposal Assumptions:
- 20,292 annual service hours
- No change in route mile distribution to Cities

April 12, 2017

BCT Line 109 Cost Sharing Estimates
Estimated Expenditures BCT Line 109
Fiscal Year 2017-18

The expenses included in the cost sharing estimates for BCT Line 109 are the operating expenses incurred by the transit contractor, and fuel expenses. In addition the City proposes to include the estimated cost to purchase and install Real-Time Information (RTI) capital equipment and systems, and related operation expenses.

The estimated cost of the RTI system will be distributed to both the Line 102 and 109 operations, with approximately 60% allocated to Line 109 which is 60% of the transit operations total service hours. The actual cost of the RTI service will not be final until after the RFP is issued and a vendor/system is determined. If the RTI costs by the selected vendor are lower than the estimated proposed costs, the City will review the budget to adjust the payment amounts. The RTI project will be billed to the Cities after the vendor agreement is awarded.

The total cost of the BCT Line 109 service inclusive of the RTI system is projected at approximately $1,310,000 for the operation of 20,292 projected annual service hours. The total shortfall including RTI costs is $20,529 less than the FY2016-17 estimates due to the allocation of Measure M funds towards operating costs. Without RTI costs, the estimated shortfall is $53,926, approximately $80,529 less than the projected costs for FY 2016-17.

<table>
<thead>
<tr>
<th>Estimated Line 109 Costs</th>
<th>Estimated Transit Funding</th>
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<tr>
<td><strong>Operations</strong></td>
<td>$1,050,000</td>
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<tr>
<td><strong>Fuel</strong></td>
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<td><strong>RTI Capital/Ops</strong></td>
<td>$60,000</td>
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<tr>
<td><strong>Total Estimate</strong></td>
<td>$1,310,000</td>
</tr>
<tr>
<td><strong>Operation Funding</strong></td>
<td>$1,046,074</td>
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<tr>
<td><strong>Fare Revenues</strong></td>
<td>$150,000</td>
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<td><strong>Total Estimated Revenues</strong></td>
<td>$1,196,074</td>
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<tr>
<td><strong>Net Shortfall</strong></td>
<td><strong>$113,926</strong></td>
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<table>
<thead>
<tr>
<th>Cost Sharing Cities</th>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$53,926</strong></td>
<td><strong>$60,000</strong></td>
<td><strong>$113,926</strong></td>
</tr>
</tbody>
</table>

The RTI Fact Sheet that follows on the next page provides an explanation of the benefits of real time information systems on transit buses.

April 12, 2017
Real Time Passenger Information Fact Sheet

What is Real Time Passenger Information?
Real Time Passenger information allows passengers to receive real-time, up to date transit information. It is provided by a vehicle tracking system which uses global positioning satellite information and a historical algorithm to predict when the next vehicle will arrive at any given transit stop, thereby reducing wait times and the reliance on schedules.

What are the benefits?
Benefits realized from deploying real-time bus arrival information systems include improved customer service, increased customer satisfaction, and improved visibility of transit in the community.
Transit agencies can also use the system as an oversight tool to monitor and control schedule adherence, customer inquiries and operations management.

How is the information received?
Real time passenger information is usually available through a variety of mediums depending on the vendor. Mediums include phone, website, smartphone applications and SMS text messaging.
In addition, transit staff will be requiring vendors to provide a solution for real-time transit updates to users of Google Maps (GTFS-RT). These updates include live arrival and departure times to bus stops and service alerts.

What is the cost?
Price varies among real time information vendors. The range is $25,000-$100,000 depending on system requirements and operational needs. The range provides a comprehensive estimate for the project:
1. Real Time Equipment
2. Passenger/Admin Interface
   a. Visual tracking of bus and arrival/departure times.
3. Host GTFS-RT feed on Contractor Server
4. Launch and Manage GTFS-RT
   a. Administrative data reports.
### NORTHBOUND
Redondo Beach to LAX City Bus Center

**MONDAY THROUGH FRIDAY**

<table>
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<tr>
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**SATURDAY & SUNDAY**

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### SOUTHBOUND
LAX City Bus Center to Redondo Beach

**MONDAY THROUGH FRIDAY**

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**SATURDAY & SUNDAY**

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<tr>
<th>Time</th>
<th>13</th>
<th>12</th>
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<td>9:24</td>
<td>9:36</td>
<td>9:45</td>
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</tbody>
</table>

**AM**

**PM**
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of the Examination Plan for the Personnel Merit System job classification of Plan Check Engineer. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the Examination Plans for Plan Check Engineer
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. None.

FISCAL IMPACT: None

- Amount Budgeted: $None
- Additional Appropriation: N/A

STRATEGIC PLAN:
- Goal: 1 Enhance Customer Service & Engagement
- Objective: 1 Provides unparalleled service to internal and external customers

ORIGINATED BY: Mayra Houston, Human Resources Manager
REVIEWED BY: Lynn Lindberg, Human Resources Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Plan Check Engineer position is assigned to Planning & Building Safety Department. At the September 28, 2016 Council Meeting, Council adopted Resolution approving the 2016-2017 Final Operating and Capital Improvement Budget which included staff for the Plan Check Engineer position. Approval of the Examination Plan for this classification is necessary in order to begin the recruitment process.

Staff is recommending that the City Council approve the examination plan that contains the following examination techniques and weights for the Plan Check Engineer classification.
A. Examination Plan

Plan Check Engineer

Open Competitive or Promotional

- Structured Technical and
  Career Preparation Interview  Weighted 100%

Approval of exam plans for Merit System job classifications in all City Departments has been required since the passage of Initiative Ordinance No. 586 in April 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluate the relative capacities of the applicants.

Police and Fire Departments:

The examination plan for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration; and
3. Any evaluation of education certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
AGENDA DESCRIPTION:
Consideration and possible action to oppose SB649 (Hueso) Wireless Telecommunication Facilities & Proposed Amendments to Install Small Cells by Right. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Direct staff to prepare an opposition letter to be signed by the Mayor and sent to State Senator Ben Hueso (sponsor), with copies sent to local representatives State Senator Ben Allen and State Assembly Member Autumn Burke;

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

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: No
Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 5 Champion Economic Development & Fiscal Sustainability
Objective: 1 Promote economic growth and vitality for businesses and the community
Goal: 4 Develop Quality Infrastructure and Technology
Objective: 1 The City’s infrastructure is well maintained

ORIGINATED BY: Ken Berkman, Interim Director of Public Works
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On March 16, 2017, the City Manager received an “Action Alert” email from the California League of Cities (League) to oppose SB649 that would allow small cellular installations by-right. Staff has reviewed the League’s arguments to oppose the bill and is in concurrence as the bill, as currently drafted, includes language that would:

- Prohibit local discretionary review of “small cell” wireless antennas, including equipment collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way;
- Preempt adopted local land use plans by mandating that “small cells” be allowed in all zones, including residential zones, as a use by-right;

- Cap the amount of money that the City may lawfully collect from leasing *its own infrastructure on its buildings* and within the public right-of-way; the bill would erase the City’s ability to charge competitive, negotiated rates and replace it with a “cost-based,” fee recovery system only;

- Provide a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance impacts, and other environmental impacts of these facilities;

- Includes equipment such as electric meters, concealments, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits in the definition of a “small cell.”

In general, this proposal shifts local land use authority away from local governments and puts it squarely into the hands of private interests with complete disregard for any public input.

While the City considers itself a progressive, technologically-advanced and business-friendly agency that provides the best possible cost-effective services to our residents, SB 649, as currently drafted, takes away too much local control to warrant support for telecoms under the presumption of improved broadband and/or wireless networks, or other related services. For these reasons, staff recommend that the City Council formally oppose the bill and direct staff to prepare an opposition letter to be signed by the Mayor.
AGENDA DESCRIPTION:
Consideration and possible action regarding Fiscal Year (FY) 2016-17 Midyear Financial Review. (Fiscal Impact: Increase of $769,003 to the General Fund Expenditures and a decrease of $229,242 to the General Fund Revenues for a net reduction of $998,245 to the General Fund undesignated reserve balance; an increase of $847,830 to other funds’ expenditures; and an increase of $1,062,709 to other funds’ revenues)

RECOMMENDED COUNCIL ACTION:
(1) Receive and File FY 2016-17 2nd Quarter Financial Review.
(2) Approve the appropriation requests itemized in Attachment A.
(3) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. Itemization of Mid-year appropriation requests.

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $0  
Additional Appropriation: Yes $769,003 increase to General expenditures; $229,242 decrease to General Fund Revenues; $847,830 increase to other funds expenditures; and $1,062,709 to other funds revenues.  
Account Number(s): See Attachment A

STRATEGIC PLAN:

Goal: 5(b) Champion Economic Development and Fiscal Sustainability:  
El Segundo approaches its work in a financially disciplined and responsible way.

Objective: 1 The City will maintain a structurally balanced budget
2 The City will maintain a stable, efficient, and transparent financial environment

ORIGINATED BY: David Davis, Finance Manager & Juliana Demers, Revenue Manager
REVIEWED BY: Joseph Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Staff has reviewed all revenues and expenditures for the first quarter of FY 2016-17, with an
emphasis on the General Fund, to determine if all sources and uses are on target with the originally adopted budget. As we review the mid-year results, the City continues to experience steady economic growth, as well as financial challenges related to funding infrastructure and concerning rising CalPERS pension costs.

As of January 2017, the Bureau of Labor and Statistics reports that the state of California’s unemployment rate (seasonally adjusted) has gone down from 5.7% to 5.1% when compared to January 2016. Nationwide, the unemployment rate (seasonally adjusted) has decreased from 4.9% in February 2016 to 4.7% in February 2017.

The U.S. economy continues to grow at an slow rate of 1.9% as of the fourth quarter (December 2016) and is anticipated to grow around 2.0% through the end of 2017.

The City’s business and industry sectors provide the majority of sales and use tax and this sector has shown improvement but is still sensitive to the overall economy. Statewide, it is expected that Sales & Use Tax will increase about 3.8% in FY 2016-2017. El Segundo’s increase is estimated at around 3.5%.

Overall, the economy is showing signs of steady growth statewide. While we are projecting moderate growth in many City revenues, the concentration of revenues coming from the business and industry sector creates a higher level of volatility in our core tax revenues that is difficult to forecast. These core revenues will be closely observed during the next quarter and staff will be able to better estimate the performance to budget at the third quarter financial review.

Table 1: Revised General Fund balance for Fiscal Year-end 2015-16

<table>
<thead>
<tr>
<th></th>
<th>Estimated (Sept. 2016)</th>
<th>Audited Final</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Unassigned Fund Balance at October 1, 2015</strong></td>
<td>$13,154,589</td>
<td>$13,713,518</td>
</tr>
<tr>
<td><strong>Plus Year-end revenues for FY 2015-16</strong></td>
<td>64,629,167</td>
<td>65,338,214</td>
</tr>
<tr>
<td><strong>Less Year-end expenditures for FY 2015-16</strong></td>
<td><strong>(63,682,184)</strong></td>
<td><strong>(62,620,782)</strong></td>
</tr>
<tr>
<td><strong>Audited Ending Unassigned Fund Balance at September 30, 2016</strong></td>
<td>$14,101,572</td>
<td>$16,430,950</td>
</tr>
</tbody>
</table>

Midyear Financial Review Fiscal Year 2016-2017

Table 2 below represents the City’s General Fund balance and reserves. The fund balance is the amount of financial resources immediately available for use. The City also has a Council policy to maintain an 18% general fund financial reserve for the current year. The additional fund
balance that is not designated towards the required 18% reserve is referred to as “undesignated” fund balance. These undesignated funds can be used at the discretion of City Council. Staff will continue to monitor revenues and expenditures and reevaluate the funds in the undesignated fund balance throughout the fiscal year. Staff will be making a recommendation to Council, based on the City’s newly adopted strategic plan, to set priorities on the potential uses of these undesignated funds totaling $1,548,189.

Table 2: Revised General Fund balance for Fiscal Year-end 2016-17

<table>
<thead>
<tr>
<th>FY 2016-17</th>
<th>Adopted</th>
<th>Mid-Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Unassigned Fund Balance at October 1, 2016</td>
<td>$14,101,572</td>
<td>$16,430,950</td>
</tr>
<tr>
<td>Plus adopted revenues for FY 2016-17</td>
<td>67,836,559</td>
<td>67,836,559</td>
</tr>
<tr>
<td>Less adopted expenditures for FY 2016-17</td>
<td>(69,810,355)</td>
<td>(69,810,355)</td>
</tr>
<tr>
<td>Less continued appropriations for FY 2016-17 (approved by City Council on Dec. 20, 2016)</td>
<td>0</td>
<td>(696,526)</td>
</tr>
<tr>
<td><strong>Ending Unassasigned Fund Balance at September 30, 2017</strong></td>
<td><strong>$12,127,776</strong></td>
<td><strong>$13,760,628</strong></td>
</tr>
</tbody>
</table>

Designated reserve requirement (18% of expenditures, excluding Transfers Out) | $12,087,064 | $12,212,439 |

Undesignated General Fund Reserves for FY 2016-17 | $40,712 | $1,548,189 |

**General Fund Revenues**
The following is a list of major General Fund revenues and the performance of each source through the second quarter:

Table 3: General Fund Revenues 2nd Quarter

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Prior Year Actual Through 03/31/16</th>
<th>Current Year Actual Through 03/31/17</th>
<th>FY 2016-2017 Adopted Budget</th>
<th>% of Budget Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License</td>
<td>$10,407,064</td>
<td>$10,944,572</td>
<td>$11,534,410</td>
<td>95%</td>
</tr>
<tr>
<td>Sales &amp; Use Tax</td>
<td>3,422,328</td>
<td>4,758,012</td>
<td>12,179,368</td>
<td>39%</td>
</tr>
<tr>
<td>Property Tax</td>
<td>3,693,662</td>
<td>3,860,833</td>
<td>7,094,493</td>
<td>54%</td>
</tr>
<tr>
<td>Transient Occupancy (TOT)</td>
<td>2,209,093</td>
<td>4,240,728</td>
<td>9,600,000</td>
<td>44%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,476,723</td>
<td>2,651,905</td>
<td>4,833,259</td>
<td>55%</td>
</tr>
<tr>
<td>Utility User’s Tax (UUT)</td>
<td>2,075,216</td>
<td>2,256,874</td>
<td>6,210,000</td>
<td>36%</td>
</tr>
<tr>
<td>Franchise Tax</td>
<td>91,893</td>
<td>95,685</td>
<td>3,200,000</td>
<td>3%</td>
</tr>
<tr>
<td>Cogeneration Electric</td>
<td>400,947</td>
<td>383,613</td>
<td>1,000,000</td>
<td>38%</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------</td>
<td>---------</td>
<td>-----------</td>
<td>------</td>
</tr>
<tr>
<td>License &amp; Permits</td>
<td>1,027,089</td>
<td>775,195</td>
<td>1,745,900</td>
<td>44%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>160,949</td>
<td>213,611</td>
<td>297,000</td>
<td>72%</td>
</tr>
<tr>
<td>Tax Resolution Agreement</td>
<td>5,381,035</td>
<td>6,589,528</td>
<td>6,250,000</td>
<td>105%</td>
</tr>
<tr>
<td>Interest on Investments</td>
<td>412,907</td>
<td>178,239</td>
<td>407,000</td>
<td>44%</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>1,946,242</td>
<td>1,924,857</td>
<td>3,484,629</td>
<td>55%</td>
</tr>
<tr>
<td><strong>Total General Fund Revenues, Net of Transfers</strong></td>
<td>$33,705,148</td>
<td>$38,873,653</td>
<td>$67,836,559</td>
<td>57%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total General Fund Revenues</strong></td>
<td>$33,705,148</td>
<td>$38,404,796</td>
<td>$67,836,559</td>
<td>57%</td>
</tr>
</tbody>
</table>

**Sales & Use Tax** is the City’s largest revenue source, accounting for about 18.0% of the General Fund revenues. Sales and Use Tax receipts for the first half of the current year is higher that from the same period last year and staff is projecting a revision in this item budget due to the result of positive audit findings (in favor of the City) which would transfer to the City of El Segundo an estimated $320,632 in sales tax revenues originally allocated to the Los Angeles County sales tax pool. As previously mentioned, the budget amount is higher than the previous year’s actual do to the unwinding of the State’s borrowing against the City’s 1% sales tax rate, or also known as the Bradley Burns rate. Since 2004 the State has been taking 0.25% and only submitting 0.75% of the Bradley Burns rate to cities in order to balance the state budget. In order to be made whole, the 0.25% was remitted to cities twice a year (January and May) through the Sales Tax in Lieu, also known as “Triple Flip” program. Beginning in July 2016 cities began to receive their full share of the 1% sales tax versus the 0.75% cities have been receiving and the Triple Flip was discontinued. This is the cause for the large variance in prior year.

| FY 2015-16 2nd Quarter | $3,422,328 | FY 2015-16 Year-end (includes last payment of Triple Flip) | $12,089,552 |
| FY 2016-17 2nd Quarter | $4,758,012 | FY 2016-17 Adopted Budget | $12,179,368 |
| **Revised 2016-2017 Estimated Budget** | | **$12,500,000** |

**Business License Tax** is the City’s second largest General Fund revenue source, accounting for 17.0% of its total estimated revenues. The majority of this revenue stream is collected in January and February. It is anticipated that the revenue will be on target with budget. The prior year-end actual includes a large late penalty of ~$600,000.

| FY 2015-16 2nd Quarter | $10,407,064 | FY 2015-16 Year-end | $12,075,832 |
| FY 2016-17 2nd Quarter | $10,944,572 | FY 2016-17 Adopted Budget | $11,534,410 |

**Property Tax** is $167,171 higher than the same period last year and is anticipated to come in as budgeted. The bulk of property tax revenue is received from the County in four large payments that occur in December, January, March and April of each year.
<table>
<thead>
<tr>
<th>FY 2015-16 2nd Quarter</th>
<th>$3,693,662</th>
<th>FY 2015-16 Year-end</th>
<th>$6,933,644</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$3,860,833</td>
<td>FY 2016-17 Adopted Budget</td>
<td>$7,094,993</td>
</tr>
</tbody>
</table>

**Transient Occupancy Tax (TOT)** is the third largest General Fund revenue source, accounting for 14.2% of total estimated revenues. This revenue has been rebounding as the economy improves due to increased occupancies and room rates. On April 12, 2016 a proposed change in the City of El Segundo’s T.O.T. rate appeared on the ballot as “Measure B.” Measure B gave registered voters the opportunity to approve or disapprove a rate increase in the T.O.T. from 8% to 12%. The Measure passed with a 71.8% approval from voters. This is the reason for the increased revenue quarter to quarter and prior year actual to current budget. At this time TOT is projected to be in line with budget which included projected revenues for the new hotel opening in May 2017.

<table>
<thead>
<tr>
<th>FY 2015-16 2nd Quarter</th>
<th>$2,209,093</th>
<th>FY 2015-16 Year-end</th>
<th>$7,597,007</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$4,240,728</td>
<td>FY 2016-17 Adopted Budget</td>
<td>$9,600,000</td>
</tr>
</tbody>
</table>

**Charges for Services** includes Zoning and Planning fees, Plan Check fees, Plan Retention fees, Energy Plan Check fees, Planning Service fees and Paramedic Transport and have a combined mid-year revenue of $2,651,905, or 55% of budget received. This is about a 4.7% increase over the same period last year and tracking slightly above budget. The main drivers of this percent increase are attributed to timely collection in paramedic service and a slight increase in the volume plan checks.

<table>
<thead>
<tr>
<th>FY 2015-16 2nd Quarter</th>
<th>$2,476,723</th>
<th>FY 2015-16 Year-end</th>
<th>$4,937,295</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$2,651,905</td>
<td>FY 2016-17 Adopted Budget</td>
<td>$4,833,259</td>
</tr>
</tbody>
</table>

**Franchise Tax** is another one of the City’s major revenue sources that is always impacted by the price of natural gas, its consumption demand, the price of electricity and its demand. The annual payments from Southern California Edison (SCE) and The Gas Co are received in April of each year and staff is aware that payment will be lower than projected in the adopted budget by approximately 10% or $300,00 due to a decrease in the SCE payment resulting in a decrease in overall demand. This results in a revised year-end estimate from $3,200,000 to $2,900,000, or a decrease of $300,000.

<table>
<thead>
<tr>
<th>FY 2015-16 2nd Quarter</th>
<th>$91,893</th>
<th>FY 2015-16 Year-end</th>
<th>$3,063,819</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$95,685</td>
<td>FY 2016-17 Adopted Budget</td>
<td>$3,200,000</td>
</tr>
<tr>
<td><strong>Revised 2016-2017 Estimated Budget</strong></td>
<td></td>
<td></td>
<td><strong>$2,900,000</strong></td>
</tr>
</tbody>
</table>

**Utility User’s Tax** revenue collection has increased since last quarter report and it is ~24% higher than the same period last year, although it is still tracking below the anticipated budget primarily due to user conservancy efforts in electricity and water, as well as electric use
conservancy efficiencies such as LED lighting and building code requirements for energy efficiency. Another factor in the reduced electric UUT is the conversion of most City industrial space into office spaces which significantly reduces the use of electricity due to the nature of business as well as the effort to comply to the “green building” code. The total revenue received under the electric UUT category is lower than the original projection which results in staff recommending a revised budget for this category from $6,210,000 to $5,800,000, or a decrease of $410,000 (-6.6%).

<table>
<thead>
<tr>
<th>FY 2015-16 2nd Quarter</th>
<th>FY 2015-16 Year-end</th>
<th>$5,446,357</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$2,575,948</td>
<td>FY 2016-17 Adopted Budget $6,210,000</td>
</tr>
<tr>
<td><strong>Revised 2016-2017 Estimated Budget</strong></td>
<td></td>
<td>$5,800,000</td>
</tr>
</tbody>
</table>

**Cogenerated Electric Utility User’s Tax** is slightly lower than the same period last year with 38% of budget received. The revenue source is trending under budget. The Short Run Avoided Cost (SRAC) rate is obtained from Southern California Edison and impacts the amount of cogenerated tax paid to the City. This rate is used to calculate a fair price for energy produced by cogenerating plants. Staff will be closely monitoring this revenue item to see if the spring and summer revenue will trend with the adopted budget. At this time, staff is not recommending a change in the budget estimate.

| FY 2015-16 2nd Quarter | $400,497          | FY 2015-16 Year-end $948,125 |
| FY 2016-17 2nd Quarter  | $383,613          | FY 2016-17 Adopted Budget $1,000,000 |

**License and Permits** includes animal licensing, various building permits, and street permits. The City recorded revenues of $775,195 or 44% of budget. The revenue collection in building permits is 25% or $248,742 lower than the prior year, although revenue stream is somewhat seasonal and is anticipated to pick up in the spring and summer.

| FY 2015-16 2nd Quarter | $1,027,089          | FY 2015-16 Year-end $1,913,390 |
| FY 2016-17 2nd Quarter  | $775,195          | FY 2016-17 Adopted Budget $1,745,900 |

The annual **Tax Resolution Agreement (TRA)** payment is based on the prior years’ actual tax revenue received from Chevron and a “true-up” payment paid in the following fiscal year once the actual tax revenues have been reconciled. There is an established annual tax ceiling for Chevron that is increased each year by the CPI-U. FY 2016-17 TRA received is higher than the previous year by $1.2M due to the cpi escalator (~$225K) and overall lower taxes paid by Chevron in categories such as the Gas UUT. The TRA payment for FY 2016-17 is higher than the budgeted amount by $339,528. Therefore, staff is revising the year-end estimate to reflect this.

| FY 2015-16 2nd Quarter | $5,381,035          | FY 2015-16 Year-end $5,381,035 |
| FY 2016-17 2nd Quarter  | $6,589,528          | FY 2016-17 Adopted Budget $6,250,000 |
| **Revised 2016-2017 Estimated Budget** | | $6,589,528 |
Summary of revised estimates to the General Fund Revenue Budget:

**Table 4: Revised General Fund revenues for Fiscal Year-end (FYE) 2016-17**

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>FY 2016-2017 Adopted Budget</th>
<th>Revised FYE 2016-2017 Estimate</th>
<th>$ Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$12,179,368</td>
<td>$12,500,000</td>
<td>$320,632</td>
<td>2.6%</td>
</tr>
<tr>
<td>Franchise Tax</td>
<td>3,200,000</td>
<td>2,900,000</td>
<td>-300,000</td>
<td>(9.4%)</td>
</tr>
<tr>
<td>Utility User’s Tax</td>
<td>6,210,000</td>
<td>5,800,000</td>
<td>-410,000</td>
<td>(6.6%)</td>
</tr>
<tr>
<td>TRA</td>
<td>6,250,000</td>
<td>6,589,528</td>
<td>339,528</td>
<td>5.4%</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>3,484,629</td>
<td>3,523,629</td>
<td>39,000</td>
<td>1.1%</td>
</tr>
<tr>
<td>All other GF Revenues</td>
<td>36,512,562</td>
<td>36,512,562</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total General Fund Revenues</td>
<td>$67,836,559</td>
<td>$67,825,719</td>
<td>($10,840)</td>
<td>(-0.01%)</td>
</tr>
</tbody>
</table>

This variance is immaterial; therefore, staff is recommending no change to the total General Fund adopted revenues for FY 2016-17.

**Table 5 – General Fund Expenditures by Department – Current Year Compared to Prior Year**

<table>
<thead>
<tr>
<th>Departments</th>
<th>FY 2015-16 2nd Qtr Actuals</th>
<th>FY 2016-17 2nd Qtr Actuals</th>
<th>FY 2016-17 Adopted Budget</th>
<th>% of Budget Expensed</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney</td>
<td>$218,017</td>
<td>252,117</td>
<td>488,250</td>
<td>52%</td>
</tr>
<tr>
<td>City Clerk</td>
<td>129,431</td>
<td>175,520</td>
<td>412,931</td>
<td>41%</td>
</tr>
<tr>
<td>City Council</td>
<td>119,868</td>
<td>120,028</td>
<td>289,268</td>
<td>41%</td>
</tr>
<tr>
<td>City Manager</td>
<td>411,535</td>
<td>496,311</td>
<td>1,389,170</td>
<td>35%</td>
</tr>
<tr>
<td>City Treasurer</td>
<td>137,391</td>
<td>142,902</td>
<td>318,102</td>
<td>45%</td>
</tr>
<tr>
<td>Finance</td>
<td>645,956</td>
<td>940,305</td>
<td>1,905,626</td>
<td>49%</td>
</tr>
<tr>
<td>Fire</td>
<td>6,640,707</td>
<td>6,568,601</td>
<td>15,125,846</td>
<td>43%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>369,307</td>
<td>330,839</td>
<td>820,765</td>
<td>36%</td>
</tr>
<tr>
<td>Library</td>
<td>949,873</td>
<td>1,042,208</td>
<td>2,315,461</td>
<td>45%</td>
</tr>
<tr>
<td>Planning &amp; Building Safety</td>
<td>1,104,451</td>
<td>1,082,896</td>
<td>2,663,311</td>
<td>39%</td>
</tr>
<tr>
<td>Police &amp; Information Systems</td>
<td>9,886,800</td>
<td>10,341,400</td>
<td>22,074,207</td>
<td>46%</td>
</tr>
<tr>
<td>Public Works</td>
<td>2,425,362</td>
<td>2,934,659</td>
<td>7,206,240</td>
<td>39%</td>
</tr>
<tr>
<td>Recreation and Parks</td>
<td>2,153,147</td>
<td>2,162,627</td>
<td>5,757,619</td>
<td>38%</td>
</tr>
<tr>
<td>Nondepartment</td>
<td>3,104,228</td>
<td>3,427,059</td>
<td>6,383,559</td>
<td>55%</td>
</tr>
<tr>
<td>Total General Fund Expenditures, Net of Transfers</td>
<td>28,296,073</td>
<td>30,014,472</td>
<td>67,150,355</td>
<td>44%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>904,145</td>
<td>2,660,000</td>
<td>2,660,000</td>
<td>100%</td>
</tr>
<tr>
<td>Total General Fund Expenditures</td>
<td>$29,200,218</td>
<td>$32,674,472</td>
<td>$69,810,355</td>
<td>46%</td>
</tr>
</tbody>
</table>
Second quarter Comparison – FY 2016 v. FY 2017

In comparing between the second quarter of the year between current and prior years, the major differences are due to the following:

- City Clerk expenditures increased $46,089 or 36% over the same period last year. This is due to the hiring of a Deputy City Clerk.
- City Manager expenditures increased $85,000 or 21% over the same period last year. This is due to the LAX Master Plan Intervention that was recognized in the Non-department in prior years and an increase in professional and technical services.
- The Finance department expenditures increased $294,000 or 46% over the same period last year. This is due to the filling of the vacant positions of Director, Revenue Manager, Finance Manager and Accounting Manager.
- The Police department expenditures increased $455,000 or 5% over the same period last year. This is primarily due to the timing of the quarterly payments for the communications center. In the prior year, the 2nd quarter payment ($350k) was made in the 3rd quarter.
- The Public Works department expenditures increased $509,000 or 21% over the same period last year. This is primarily due to an increase in expenditures for professional and technical consultants.
- Transfers out of the General Fund increased $1.8 million over the same period last year. This is due to the decisions that City Council approved from strategic planning to fund one-time capital projects with the excess undesignated reserves.
- Non-department expenditures increased $323,000 or 10% over the same period last year. This increase is primarily due to an increase in annual leave cash outs and cash outs for unexpected retirements and resignations.
- The Library department expenditures increased $92,000 or 10% over the same period last year. This increase is primarily due to the filling of new part time positions.
- The Fire, Recreation and Parks, City Council, City Treasurer and the Human Resources department expenditures did not vary materially from prior year.

In summary, General Fund expenditures are tracking below the adopted budget. There are still many vacant positions in various departments, particularly in Police, IS, Fire and Recreation & Parks. The total estimated salary and benefit savings for FY 2016-17 is expected to be $1 million: $700,000 from P.D., $150,000 from Fire, $100,000 from IS, and $50,000 from Recreation & Parks

Estimated Revenues and Expenditures for Enterprise Funds

Water Utility Enterprise Fund

Revenues in the Water Utility Fund are on track to meet budget at yearend. Expenditures are anticipated to be slightly below budget due to salary savings and a reduction in operating costs.

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE 2015-16 Actual Revenues</td>
<td>$28,445,553</td>
</tr>
<tr>
<td>FY 2016-17 2nd Quarter Revenues</td>
<td>$13,955,727</td>
</tr>
<tr>
<td>FY 2016-17 Adopted Budget</td>
<td>$29,627,487</td>
</tr>
<tr>
<td>FY 2016-17 Yearend Estimate</td>
<td>$29,627,487</td>
</tr>
</tbody>
</table>
Expenditures:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE 2015-16 Actual</td>
<td>$25,429,852</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$13,044,056</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Adopted</td>
<td>$32,009,384</td>
</tr>
<tr>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Yearend</td>
<td>$31,809,384</td>
</tr>
<tr>
<td>Estimate</td>
<td></td>
</tr>
</tbody>
</table>

**Sewer Utility Enterprise Fund**

Revenues in the Sewer Utility Fund are 20.5% or $315,571 higher than the same period last year with 53.2% of budget received. The revenue source is expected to be $200,000 higher than budget. Expenditures are anticipated to be in line with Budget. There are two pending large capital projects, annual sewer main repair and sewer pump station #1, that total $4.5 million.

**Revenues**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE 2015-16 Actual</td>
<td>$4,171,971</td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$1,762,378</td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Adopted</td>
<td>$3,310,355</td>
</tr>
<tr>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Yearend</td>
<td>$3,510,000</td>
</tr>
<tr>
<td>Estimate</td>
<td></td>
</tr>
</tbody>
</table>

**Expenditures**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE 2015-16 Actual</td>
<td>$3,502,840</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 2nd Quarter</td>
<td>$2,021,740</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Adopted</td>
<td>$11,654,511</td>
</tr>
<tr>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17 Yearend</td>
<td>$11,654,511</td>
</tr>
<tr>
<td>Estimate</td>
<td></td>
</tr>
</tbody>
</table>

The **Golf Course Fund** is currently at 36.3% of revenue budget received. Revenue at the Golf Course typically increases in the spring and summer but most likely this fund will end the year below the adopted revenue budget of $1,842,000. Expenditures are at 44% of budget which will see an increase in the spring and summer. As a result, the expenditures will be on track to meet the adopted budget of $1,936,375.

**Discussion on Special Revenue Funds**

The funds under the Special Revenue Funds are primarily from Federal, State, and County programs such as: Traffic Safety, State Gas Tax, Asset Forfeiture, Measure R, Prop A & C, CDBG, COPS, and Federal and State Grants. These funds are on track to meet budget at yearend.

**Discussion on Debt Service Fund**

The Debt Service Fund records the City’s facility lease activity for the Douglas Street Gap Closure. On September 1, 2005, the City entered into a facility lease agreement with the California Infrastructure and Economic Development Bank (CIEDB) whereby CIEDB issued
bonds in the amount of $10,000,000 to finance the Douglas Street Gap Closure Project. The City will make lease payments over a 30-year period, which began on February 1, 2006. The interest rate on the bonds is 2.87% per annum. Payments on the lease obligation are due February 1 and August 1 of each year. The debt service fund is on target to meet the revenue and expenditure budgets.

Discussion on Internal Service Funds
There are three funds that comprise this category: Equipment Replacement Fund, Liability Insurance Fund and the Workers Comp Insurance Fund. The Equipment Replacement Fund is trending under budget. The Worker’s Comp fund is on track to meet budget at yearend. The General Liability Insurance Fund is on target to meet the adopted budget with the exception of an assessment from the Insurance pool, ICRMA, in the amount of $170,333. Staff is requesting for City Council to appropriate an additional $170,333 from available General Liability Fund Balance to the expenditure budget to cover this assessment that the City was made aware of in December 2016. Staff will continue to monitor and report any changes during the 3rd quarter financial review.

Budget Appropriation Requests

General Fund:
The General Fund has an undesignated fund balance of $1,548,189 as reflected in Table 2 above. Staff is recommending the following General Fund appropriation requests to City Council resulting in utilizing $998,245 of the undesignated funds:

- **$500,000** to transfer out to the Economic Uncertainty Fund. This will fulfill the City Council policy of having a reserve of $2 million in the Economic Uncertainty Fund and allow flexibility during future strategic planning sessions to address the increasing pension and other operating costs that will be putting budgetary pressure on subsequent fiscal years.

- **$200,000** to transfer out to the Capital Projects Fund for the P.D. roof

- **$125,000** as an additional appropriation to the LAX master plan intervention for additional legal fees incurred

- **$118,000** as an additional appropriation to the Non-departmental line item for PARS costs. The PARS payment for FY 2015-16 was not budgeted and therefore not made. This recommendation will allow the City to make the missed payment.

- **$51,000** as an additional appropriation to fund the replacement POS/cashiering system to CLASS.

- **$50,000** as an additional appropriation to fund the computer loan program. This program is a benefit offered to all labor groups as defined in each MOU. However, staff
discovered the funding for this benefit program has not been allocated in the budget. This funding will allow pending requests to be funded, as the program has been suspended since the beginning of March 2017.

- **$37,000** as an additional appropriation to Public Works repair and maintenance supply budget for the government buildings division. PW has spent about 75% of this budget through March 31, 2017.

- **$25,000** as a reduction to the General Fund PSAF (Public Safety Augmentation Fund) revenue budget and transfer to the revenue budget for the PSAF Fund (123). These revenues should have been budgeted in Fund 123. The expenditures for PSAF were properly budgeted in the PSAF Fund (123).

- **$38,467** increase to the revenue budget for the computer refresh charges. This revenue budget was not updated from the prior year’s budgeted number with the current year’s support costs.

- **$242,709** as a reduction to the Certified Unified Participating Agency (CUPA) General Fund Revenue budget and **$311,997** as a reduction to the CUPA General Fund expenditure budget; resulting in a positive net position of $69,288 to the General Fund.

  - The budget for CUPA revenues and expenditures currently reside in the General Fund. Staff is recommending moving all CUPA related activity out of the General Fund and creating a new special revenue fund (Fund 126) for all CUPA financial activity. This will allow the City to properly record, monitor and report all CUPA activity to the State as required by law. The following budget adjustments are recommended (see attachment A, line item #1): reduce General Fund budgeted revenues by $242,709 and appropriate these revenues to the new CUPA Fund 126; reduce General Fund expenditures by $311,997 and appropriate these expenditures to the new CUPA Fund 126.

- **$120,000** to transfer out to the Capital Projects Fund for a seismic retrofit project for Fire ($90k) and Fire Station #1 facility upgrades ($30k). This is to be offset by a reduction in General Fund expenditures from the Fire full-time salaries in the amount of **$120,000**. This budget adjustment is neutral to the General Fund due to the fact that salary savings will be used.
Table 6 – Recommended General Fund Balance and Reserves for Fiscal Year 2016-2017 Year-end

<table>
<thead>
<tr>
<th>FY 2016-17</th>
<th>Mid-Year</th>
<th>Staff’s Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Unassigned Fund Balance at October 1, 2016</strong></td>
<td>$16,430,950</td>
<td>$16,430,950</td>
</tr>
<tr>
<td><strong>Plus adopted revenues for FY 2016-17</strong></td>
<td>67,836,559</td>
<td>67,836,559</td>
</tr>
<tr>
<td><strong>Less adopted expenditures for FY 2016-17</strong></td>
<td>(69,810,355)</td>
<td>(69,810,355)</td>
</tr>
<tr>
<td><strong>Less continued appropriations for FY 2016-17 (approved by City Council on Dec. 20, 2016)</strong></td>
<td>(696,526)</td>
<td>(696,526)</td>
</tr>
<tr>
<td><strong>Ending Unassigned Fund Balance at September 30, 2017</strong></td>
<td>$13,760,628</td>
<td>$13,760,628</td>
</tr>
<tr>
<td><strong>Less: Designated reserve requirement (18%)</strong></td>
<td>12,212,439</td>
<td>12,212,439</td>
</tr>
<tr>
<td><strong>Undesignated General Fund Reserves for FY 2016-17</strong></td>
<td>$1,548,189</td>
<td>$1,548,189</td>
</tr>
<tr>
<td><strong>Less: Mid-Year recommendations (pending Council Approval)</strong></td>
<td>(998,245)</td>
<td></td>
</tr>
<tr>
<td><strong>Undesignated General Fund Reserves for FY 2016-17</strong></td>
<td>$549,944</td>
<td></td>
</tr>
</tbody>
</table>

Other Funds:

- **$170,333** as an additional appropriation to the General Liability Insurance Fund (Fund 602) from its own fund balance:
  - The City was notified by the insurance pool, ICRMA, of an assessment in the amount of $170,333 in December 2016. ICRMA assessed all current and past members to the general liability insurance program due to underfunding of this fund for several years.
  - The current FY 2016-17 fund balance is $682,793 (prior to the appropriation).

- **$45,500** as an additional appropriation to fund the remaining .5 FTE of an Accountant that was approved with the FY 2016-17 budget. During the budget approval, City Council approved 1.5 FTEs for the newly created Accountant positions that was budget neutral as a result of restructuring the Finance Department. In order to bring the Accountant positions to 2 FTEs, which is the need in Finance to address the significant workload that has not been adequately addressed, staff is requesting to fund an additional .5 FTE. This .5 FTE originally was approved to be funded by the FAA and LAWA to work 50% under the RSI program. Since the program was frozen in August of 2016, these agencies will no longer fund this position. Staff is requesting the $45,500 to be funded from the following funds:
  - $22,750 to the Water Fund salary & benefits expense accounts
- $11,375 to the Sewer Fund salary & benefits expense accounts
- $11,375 to the Gas Tax Fund salary & benefits expense accounts
  - The approval of the .5 FTE will allow an Accountant to proportionately support the activities in these funds. This Accountant will report directly to the Revenue Manager.

**2016/17 Main Street Beautification Program**
The Recreation and Parks Department is exploring potential options for upgrades to the landscape in the Downtown corridor (Main Street & Grand Avenue) to enhance the aesthetics of the area. The plant material is about 15 years old and has become lackluster. Options could range from about $30,000 to purchase and install plant species in the current palette in the vacant areas, to up to $100,000 to remove the existing material and install a completely new palette that would be environmentally mindful (i.e. drought-tolerant) and lower maintenance for a completely updated look. Due to several vacancies during FY16/17, it is anticipated that the Parks Division will be about $100,000-$120,000 below budget in the Full-Time Salaries line item that could be used for these landscaping improvements. Options can be presented to City Council at a later date.

**Conclusion**
At the Department level, the City has been spending under budget. This is reflected in the FY 2015-16 audited year-end results of $62,610,307 compared to the estimates of $63,682,184, respectively. The original adopted budget for FY 2015-16 was $64,377,060. Also, the current year expenditures are trending with the adopted budget with a possible salary savings of $1 million due to vacancies. This represents spending that is in line with the budgetary plan. Overall, revenues are tracking in line with budget, even with the volatility of certain revenues sources that are tied to economic activity, utility usage, or commodity prices such as gasoline and natural gas.
## Exhibit A: Fiscal Year 2016-2017 Mid-Year Budget Adjustments

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>General Fund</th>
<th>Other Funds</th>
<th>Account</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 (a)</td>
<td>Account for CUPA activity in new Fund 126 - CUPA, previously accounted for in General Fund</td>
<td>(242,709)</td>
<td></td>
<td>001-300-0000-3820:3826</td>
</tr>
<tr>
<td>2</td>
<td>Increase Computer Refresh revenues to agree with interdepartmental charges</td>
<td>38,467</td>
<td></td>
<td>001-300-0000-3928</td>
</tr>
<tr>
<td>15 (a)</td>
<td>Transfer PSAF Revenue Budget to PSAF Fund</td>
<td>(25,000)</td>
<td></td>
<td>001-300-0000-3206</td>
</tr>
<tr>
<td><strong>Decrease in General Fund Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td>(229,242)</td>
</tr>
<tr>
<td><strong>Other Funds Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 (b)</td>
<td>To account for CUPA activity in new Fund 126 - CUPA, previously accounted for in General Fund</td>
<td>242,709</td>
<td></td>
<td>126-300-0000-various</td>
</tr>
<tr>
<td>3 (a)</td>
<td>Transfer in from General Fund to Economic Uncertainty Reserve</td>
<td>500,000</td>
<td>Economic Uncertainty (401)</td>
<td>401-300-0000-9399</td>
</tr>
<tr>
<td>4 (a)</td>
<td>Transfer in from General Fund to Capital Projects - Police Roof</td>
<td>200,000</td>
<td>CIP (301)</td>
<td>301-300-0000-9399</td>
</tr>
<tr>
<td>5 (a)</td>
<td>Transfer in from General Fund to Capital Projects - Fire Seismic Retrofit</td>
<td>90,000</td>
<td>CIP (301)</td>
<td>301-300-0000-9399</td>
</tr>
<tr>
<td>6(a)</td>
<td>Transfer in from General Fund to Capital Projects - Fire Station Facility Upgrades</td>
<td>30,000</td>
<td>CIP (301)</td>
<td>301-300-0000-9399</td>
</tr>
<tr>
<td>15 (b)</td>
<td>Transfer PSAF Revenue Budget to PSAF Fund</td>
<td>25,000</td>
<td>PSAF (123)</td>
<td>123-300-0000-3206</td>
</tr>
<tr>
<td><strong>Increase in Other Funds Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td>1,062,709</td>
</tr>
<tr>
<td><strong>General Fund Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 (c)</td>
<td>Account for CUPA activity in new Fund 126 - CUPA, previously accounted for in General Fund</td>
<td>(311,997)</td>
<td></td>
<td>001-400-3205-various</td>
</tr>
<tr>
<td>3 (b)</td>
<td>Transfer Out to Economic Uncertainty Reserve</td>
<td>500,000</td>
<td></td>
<td>001-400-0000-9499</td>
</tr>
<tr>
<td>4 (b)</td>
<td>Transfer Out to Capital Improvements - Police Roof</td>
<td>200,000</td>
<td></td>
<td>001-400-0000-9499</td>
</tr>
<tr>
<td>5 (b)</td>
<td>Transfer Out to Capital Improvements - Seismic Retrofit Project</td>
<td>90,000</td>
<td></td>
<td>001-400-0000-9499</td>
</tr>
<tr>
<td>5 (c)</td>
<td>Fire Suppression Full-Time Salaries Reduction</td>
<td>(90,000)</td>
<td></td>
<td>001-400-3202-4101</td>
</tr>
<tr>
<td>6 (b)</td>
<td>Transfer Out to Capital Improvements - Fire Station Facility Upgrades</td>
<td>30,000</td>
<td></td>
<td>001-400-0000-9499</td>
</tr>
<tr>
<td>6 (c)</td>
<td>Fire Suppression Full-Time Salaries Reduction</td>
<td>(30,000)</td>
<td></td>
<td>001-400-3202-4101</td>
</tr>
<tr>
<td>7</td>
<td>LAX Legal Fees</td>
<td>125,000</td>
<td></td>
<td>001-400-2101-6406</td>
</tr>
<tr>
<td>8</td>
<td>Annual Pars Payment Catch Up</td>
<td>118,000</td>
<td></td>
<td>001-400-2901-4209</td>
</tr>
<tr>
<td>9</td>
<td>Fund Employee Computer Loan Program</td>
<td>50,000</td>
<td></td>
<td>001-400-2901-6244</td>
</tr>
<tr>
<td>10</td>
<td>Repairs and Maintenance Supplies</td>
<td>37,000</td>
<td></td>
<td>001-400-2601-5203</td>
</tr>
<tr>
<td>11</td>
<td>Tyler Cashiering</td>
<td>51,000</td>
<td></td>
<td>001-400-2505-8108</td>
</tr>
<tr>
<td><strong>Increase in General Fund Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td>769,003</td>
</tr>
</tbody>
</table>
### Exhibit A: Fiscal Year 2016-2017 Mid-Year Budget Adjustments

#### Fiscal Impact

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>General Fund</th>
<th>Other Funds</th>
<th>Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>item</td>
<td>Description</td>
<td>Account</td>
<td>Fiscal Impact</td>
<td></td>
</tr>
<tr>
<td>1 (d)</td>
<td>To account for CUPA activity in new Fund 126 - CUPA, previously accounted</td>
<td>311,997</td>
<td>CUPA (126)</td>
<td>126-400-3205-various</td>
</tr>
<tr>
<td>4 (c)</td>
<td>Capital Improvements - Police Roof</td>
<td>200,000</td>
<td>CIP (301)</td>
<td>301-400-8201-8513</td>
</tr>
<tr>
<td>5 (d)</td>
<td>Capital Improvements - Seismic Retrofit Project</td>
<td>90,000</td>
<td>CIP (301)</td>
<td>301-400-8201-8702</td>
</tr>
<tr>
<td>6(d)</td>
<td>Capital Improvements - Fire Station Facility Upgrades</td>
<td>30,000</td>
<td>CIP (301)</td>
<td>301-400-8201-8707</td>
</tr>
<tr>
<td>12</td>
<td>General Liability Insurance - Annual Assessment</td>
<td>170,333</td>
<td>General Liability (602)</td>
<td>602-400-0000-6211</td>
</tr>
<tr>
<td>13 (a)</td>
<td>Accountant - Part Time to Full Time</td>
<td>22,750</td>
<td>Water (501)</td>
<td>501-400-7102-4101</td>
</tr>
<tr>
<td>13 (b)</td>
<td>Accountant - Part Time to Full Time</td>
<td>11,375</td>
<td>Wastewater (502)</td>
<td>502-400-7102-4101</td>
</tr>
<tr>
<td>13 (c)</td>
<td>Accountant - Part Time to Full Time</td>
<td>11,375</td>
<td>Gas Tax (106)</td>
<td>106-400-0000-4101</td>
</tr>
<tr>
<td></td>
<td>Increase in Other Funds Expenditures</td>
<td></td>
<td></td>
<td>847,830</td>
</tr>
<tr>
<td></td>
<td>Increase (Decrease) in Estimated Year-End Fund Balance</td>
<td>(998,245)</td>
<td>214,879</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:

Informational report on the Strategic Work Plan quarterly update and the Key Performance Indicators (KPIs) for the month of April 2017. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:

2. Receive and file an informational report on April KPIs.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Exhibit A – Fiscal Year 2016-17 Strategic Work Plan quarterly update
2. Exhibit B - Key Performance Indicator results for the month of April 2017
3. Exhibit C – ESPD Performance Metrics

STRATEGIC PLAN:

Goal: 5(b) Champion Economic Development and Fiscal Sustainability:

El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

FISCAL IMPACT: $ (0)

Amount Budgeted: $0
Additional Appropriation: N/A

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

BACKGROUND & DISCUSSION:

The Mayor and City Council, the City Manager, and City staff worked diligently to develop a three-year Strategic Plan. The mission, "Provide a great place to live, work and visit," serves as the foundation for the City's five major goals. These goals are:

1. Enhance Customer Service and Engagement;
2. Support Community Safety and Preparedness;
3. Develop as a Choice Employer and Workforce;
4. Develop Quality Infrastructure and Technology; and
The strategic plan features a framework that can be adjusted based on the current needs of the community. The goals, objectives, activities, and key performance indicators (KPIs) will be reviewed annually and Council can modify these if necessary. Also, on a quarterly basis the City will provide updates on the progress and performance of the work plan, as well as monthly updates on the KPIs. As such, the plan may be modified to ensure that stated goals are aligned with the needs of the community.

This is the first quarterly report updating City Council on the strategic work plan progress. The April KPIs will be presented as well, providing one quarter of KPI reporting. The quarterly reporting of the work plan status and reporting on the City-wide performance indicators is part of the approved strategic plan and falls under the Strategic Goals 1 and 5.

The City’s quarterly strategic work plan update includes a status column that delineates whether there is compliance with each activity.

**Green**

: **Current compliance with stated activity:** City is on target to fully implement or has already implemented the stated activity.

**Yellow**

: **Current non-compliance with stated activity:** City activity is not fully implemented as identified in the Strategic Plan but the estimated date to achieve full implementation has been delayed.

**Red**

: **Current non-compliance and cannot comply with stated activity:** City activity is not currently attainable as identified in the Strategic Plan and staff recommends suspending attempts to pursue implementation at this time. This may necessitate a change in the activity in the future.
<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
<th>Status</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) City operations are unified and integrated</td>
<td>• Cross-training and cross-communication</td>
<td>HR</td>
<td>City-wide vacant positions filled</td>
<td>FY 2016-17</td>
<td>Develop training plan &amp; survey</td>
<td>Yellow</td>
</tr>
<tr>
<td>1)</td>
<td>• Enhance collaborative capacity Citywide (e.g., teleconferencing)</td>
<td>IS</td>
<td>IS fully staffed</td>
<td></td>
<td>Develop approach</td>
<td>Green</td>
</tr>
<tr>
<td>2) City services are convenient, efficient and user-friendly for all residents and businesses</td>
<td>• Build a business center for the development team and customers</td>
<td>P&amp;B</td>
<td>PW &amp; Dev support</td>
<td></td>
<td>Finalize design for one-stop business center and West Conference Room</td>
<td>Green</td>
</tr>
<tr>
<td>2)</td>
<td>• Replace, streamline and optimize website with mobile app and robust intranet</td>
<td>IS</td>
<td>Internal Working Group (WG) &amp; Tech Committee (TC)</td>
<td></td>
<td>IS Director recommendation to TC Council approve vendor</td>
<td>Yellow</td>
</tr>
<tr>
<td>2)</td>
<td>• Provide online business transactions for residents and business community - E-file and Online Plan Check, online permitting (all business areas), Online business license renewal, new application process, &amp; payments. Online T.O.T. reporting and payment remittance</td>
<td>Planning &amp; Finance</td>
<td>IS Support &amp; TC/WG input</td>
<td></td>
<td>Research options</td>
<td>Green</td>
</tr>
<tr>
<td>2)</td>
<td>• Provide a user-friendly digital file cabinet for public to access online</td>
<td>City Clerk</td>
<td>IS support</td>
<td></td>
<td>Plan</td>
<td>Yellow</td>
</tr>
</tbody>
</table>
### Exhibit A: Quarterly Strategic Work Plan update

#### 2) City services are convenient, efficient and user-friendly for all residents and businesses

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Department/Section</th>
<th>Responsible Area</th>
<th>Implementation Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a citizens' training academy</td>
<td>PD</td>
<td>Funding</td>
<td>Develop curriculum</td>
</tr>
<tr>
<td>Investigate extended hours</td>
<td></td>
<td></td>
<td>Investigation of required staffing in progress. Report provided at 1st Budget Study Session</td>
</tr>
<tr>
<td>Investigate extended hours</td>
<td></td>
<td></td>
<td>Investigation of required staffing in progress. Report provided at 1st Budget Study Session</td>
</tr>
<tr>
<td>Replace Adult Stations (16)</td>
<td></td>
<td></td>
<td>On priority list for IS committee review.</td>
</tr>
<tr>
<td>Install Encore enhancement</td>
<td></td>
<td></td>
<td>On target to implement by July 2017.</td>
</tr>
<tr>
<td>Expand Adult Summer Reading Program, Drop-In lobby presentation, art exhibits</td>
<td></td>
<td></td>
<td>On target to expand number of summer programs and others June-Sept. 2017.</td>
</tr>
<tr>
<td>Expand Parks &amp; Rec programs to meet the customer demand of affordable, safe, and fun programs for youth</td>
<td>Parks &amp; Rec</td>
<td>Funding</td>
<td>Summer 2017 Offerings include 3 additional weeks of Tiny Tot Camp, 2 week of new program Teen Camp, and expanded times for Camp Cowabunga</td>
</tr>
<tr>
<td>Implement year-long festivities and celebration of the City's Centennial</td>
<td>Parks &amp; Rec</td>
<td>Volunteers, sponsors</td>
<td>Held Centennial Ball and Birthday Bash in Jan 2017; Selected over 12 items to sell as commemorative merchandise; collected over $150,000 in sponsorship funds</td>
</tr>
<tr>
<td>Enhance Media Services</td>
<td></td>
<td>PT salaries</td>
<td>Media Services to internal customers continues to expand; increase in PT salaries is vital to continue; media services include video production for</td>
</tr>
<tr>
<td>Complete 4-6 amendments</td>
<td></td>
<td></td>
<td>Each department will set goals for improvement</td>
</tr>
<tr>
<td>Solicit department feedback to clarify service expectations</td>
<td></td>
<td>Support staff in HR</td>
<td>At this time some very preliminary only has been done on this project. Will explore further in FY 2017-18.</td>
</tr>
<tr>
<td>Develop employee survey</td>
<td></td>
<td></td>
<td>Each department will set goals for improvement</td>
</tr>
<tr>
<td>Provide GIS software access to basic property information and relevant documents</td>
<td>P&amp;BS</td>
<td>IS support &amp; funding</td>
<td>On track to discuss implementation plan options w/new IS Director &amp; Tech Committee in FY 2017-18</td>
</tr>
</tbody>
</table>

#### Each department will set goals for improvement
## Enhance Customer Service and Engagement

**Goal 1(b): El Segundo’s engagement with the community ensures excellence – it understands and exceeds customer expectations.**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>3) The City is transparent regarding services and performance</td>
<td>• Report Citywide performance indicators</td>
<td>City Manager</td>
<td>Department support</td>
<td>Develop tracking systems</td>
</tr>
</tbody>
</table>
| 4) The City engages in regular, intentional information gathering | • Assess customer satisfaction via:  
  - Annual resident and business surveys  
  - Post service or event questionnaires  
  - Personal outreach throughout year | City Manager | Finance | Develop | The development of these surveys is in the initial phase. |
| 5) City communication is comprehensive and integrated | • Provide inter-departmental tours and brief overview of services provided | Director of Parks/Rec | | Quarterly or bi-annual | Still to be developed |
| | • Expand use of social media as communication tool | Citywide | PD to assist | Develop Social Media Policy | | |
| | • Expand use of E-newsletters as communication tool | City Manager | Social media policy | Notify public of surveys and meetings via social media | | |
| | | City Manager | | Launch bi-monthly newsletter to disseminate service updates, milestones achieved, pending goals | Bi-monthly City E-newsletter launched in March 2017 |
Support Community Safety and Preparedness

Goal 2: El Segundo is a safe and prepared city

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City has a proactive approach to risk and crime that is outcome focused</td>
<td>Fire</td>
<td>Additional funding &amp; HR review</td>
<td>Study Fire Dept. administrative work demands + deployment and work demands</td>
<td>FY 2016-17</td>
</tr>
<tr>
<td></td>
<td>Fire &amp; PD</td>
<td>Replace Public Safety equipment per standards and end-of-life demands</td>
<td>Fire is following current depreciation schedule for all critical emergency communication, as well as studying next generation Public Safety Broadband Network (PSBN) opportunities</td>
<td>Based on funding, estimate support and completion during 2017-18 budget cycle</td>
</tr>
<tr>
<td></td>
<td>PD</td>
<td>Concurrent with RCC &amp; IS support</td>
<td>Upgrade Dispatch (CAD) &amp; Records Management</td>
<td>Fire &amp; PD</td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>Contingent on staffing</td>
<td>Analysis of equipment replacement fund</td>
<td>Fire &amp; PD</td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>Department input</td>
<td>Update Depreciation Schedule</td>
<td>Currently underway &amp; will be completed by late July 2017</td>
</tr>
<tr>
<td></td>
<td>HR</td>
<td>City Manager support, staff in HR</td>
<td>Add Emergency Services Coordinator position</td>
<td>Position added &amp; recruitment in progress</td>
</tr>
<tr>
<td></td>
<td>Emergency Services Coordinator (ESC)</td>
<td>Department input &amp; support, community involvement</td>
<td>Update plans, continue inspections, professionals list, program outline</td>
<td>Hazard Mitigation Plan (HMP) has been approved by FEMA, bringing the City into compliance</td>
</tr>
<tr>
<td></td>
<td>Emergency Services Coordinator (ESC)</td>
<td>PW, Fire, PD support</td>
<td>Evaluate equipment, personnel and systems; upgrade as appropriate</td>
<td>Consultant has completed a detailed analysis of equipment and software needs</td>
</tr>
<tr>
<td></td>
<td>P&amp;BS, Fire &amp; PD</td>
<td>Department input &amp; support</td>
<td>Expand disaster personnel via Citywide cross-training program</td>
<td>EOC training has been conducted and Emergency Services Worker training curriculum has been completed for City staff use</td>
</tr>
<tr>
<td></td>
<td>P&amp;BS, Fire &amp; PD</td>
<td>Update evacuation plans</td>
<td>Tsunami plans have been reviewed for HMP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>P&amp;BS, Fire &amp; PD</td>
<td>Drills, training, exercises</td>
<td>Conducting EOC drill in October 2017</td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit A: Quarterly Strategic Work Plan update

<table>
<thead>
<tr>
<th>2) Proactive communication and community engagement</th>
<th>P&amp;BS</th>
<th>Add voluntary seismic retrofit standards to code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure ordinances are current with new/emerging risks</td>
<td>P&amp;BS, Fire, &amp; PD</td>
<td>Update code to align with high risk of seismic activity</td>
</tr>
<tr>
<td>Inform owners re retro-fit for earthquakes</td>
<td>P&amp;BS</td>
<td>Enhance mass notifications via social media</td>
</tr>
<tr>
<td>Use social media to keep community &amp; staff informed &amp; engaged</td>
<td>PD</td>
<td>Implementation of social media policy</td>
</tr>
</tbody>
</table>

### Develop as a Choice Employer and Work Force

**Goal 3(a): El Segundo is a City employer of choice and consistently hires for the future**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Parties</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City has a strong culture of customer service, employee retention, and internal feedback</td>
<td>Institute a wellness program to enhance wellbeing and morale</td>
<td>Department support</td>
<td>N/A</td>
<td>On track to begin research &amp; collect information on programs in place with other agencies</td>
</tr>
<tr>
<td></td>
<td>Institute a formal Employee Recognition Program</td>
<td>Funds for a consultant</td>
<td></td>
<td>Work plan calls for research into implementing this program to begin in FY 17-18.</td>
</tr>
<tr>
<td>2) The City provides a competitive environment and nimble hiring / on-boarding process for its employees</td>
<td>Ensure process excellence to attract qualified applicants</td>
<td>HR staff to handle the high recruitment and selection workload</td>
<td>Prioritize vacancies so staff can focus efforts on most critical positions</td>
<td>Development of an Applicant Survey has not begun at this time. Development will begin in FY 2017-18.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Survey applicants</td>
<td></td>
<td>Priortization process established between HR and City Departments.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hire staff dedicated to recruitment and selection</td>
<td></td>
<td>2 College Interns added to support overall recruiting efforts.</td>
</tr>
</tbody>
</table>
Exhibit A: Quarterly Strategic Work Plan update

3) The City has a comprehensive, intentional plan for staff development, training and succession

- Train employees to effectively and efficiently perform their jobs
  - HR Lead
  - Funds for a consultant
  - Consultant assessments
  - Postponed until FY 2017-18

- Develop employees so they are prepared to progress in the organization
  - HR Lead
  - Staff to oversee program
  - Analyze, propose P/T classification updates

- Develop employees to be able to fill critical vacancies from within
  - HR Lead / Department Heads

Develop as a Choice Employer and Work Force

Goal 3(b): The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>4) The City has a culture of innovation, trust and efficiency</td>
<td>See Goal 3(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) City staff enjoy mastery, autonomy and purpose in their work – pride</td>
<td>Each department will develop plans for advancing these items</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Department leaders as a group will develop plans for reinforcing these items</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Goal 4(a): El Segundo’s physical infrastructure supports an appealing, safe, and effective City

#### 1) The City optimizes its physical resources

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Regularly assess Citywide facility needs meet safety standards and best practices</td>
<td>PW</td>
<td>Funding for Citywide Facility Assessment</td>
<td>Research for strategy and consultant outreach commenced.</td>
</tr>
<tr>
<td></td>
<td>• Identify funding and commit to future infrastructure needs</td>
<td></td>
<td></td>
<td>Citywide Assessment not funded as part of the current CIP ($350K requested). PW is currently focused on repairing/replacing critical facility elements (roofs, HVAC, etc) to address life/safety/best practices issues.</td>
</tr>
<tr>
<td></td>
<td>• Coordinate multi-agency CIP</td>
<td>PW (construction)</td>
<td>Little league miracle field</td>
<td>Construction underway; JUA in progress</td>
</tr>
<tr>
<td></td>
<td>• Maintain park equipment and fixtures to meet safety standards and best practices</td>
<td>Parks &amp; Rec</td>
<td>Replace synthetic turf at Campus El Segundo</td>
<td>Construction bids under evaluation; anticipated construction late-July/August 2017</td>
</tr>
<tr>
<td></td>
<td>• Enhance trimming schedule to mitigate risk</td>
<td>Increased funding</td>
<td>Routine pruning, removal of undesirable and hazardous street trees, and planting approved species</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

*Note: PW = Parks & Rec*
**Develop Quality Infrastructure & Technology**

**Goal 4(b): El Segundo’s technology supports effective, efficient, and proactive operations**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) The City has an integrated focus on technology</td>
<td>Fire Support TC input</td>
<td>IS</td>
<td>Implement Automated Staffing Technology for Safety</td>
<td>Funding established for FD system, waiting for technology committee’s further input &amp; support on direction</td>
</tr>
<tr>
<td></td>
<td>Council approval/funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Department input</td>
<td></td>
<td>Research options for EDEN &amp; building and vehicle maintenance tracking</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire &amp; PD</td>
<td>Limited IS Support &amp; TC input</td>
<td>Implement online policy software to ensure compliance with laws and best management practices regarding personnel supervision and policy administration</td>
<td>Software vendor identified recommending implementation during 2017-18 budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) The City has an effective structure to meet the technology needs of the City and its constituents</td>
<td>Fire &amp; PD</td>
<td>Limited IS Support &amp; TC input</td>
<td>Implement online policy software to ensure compliance with laws and best management practices regarding personnel supervision and policy administration</td>
<td>Software vendor identified recommending implementation during 2017-18 budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Each department will set paperless goals**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use mobile app to allow residents to easily report ROW problems and issues</td>
<td>IS PW support</td>
<td>Evaluate apps available</td>
<td></td>
<td>Pending IS Director and IS vacancies to be filled. Part of prioritization list of technology projects to be reviewed by TC in June.</td>
</tr>
<tr>
<td>Implement paperless: Payroll, Purchasing &amp; A/P</td>
<td>IS support &amp; TC input</td>
<td>Implement paperless payroll</td>
<td>implemented in February 2017</td>
<td>Implemented in February 2017 - employees logon to secure website to view &amp; print paystub</td>
</tr>
<tr>
<td></td>
<td>Server space</td>
<td>Replace printing direct deposit paystubs with secure email</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Exhibit A: Quarterly Strategic Work Plan update

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Responsible Party</th>
<th>Funding</th>
<th>Dependencies</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scan historical documents</td>
<td>P&amp;B Services</td>
<td>Dependent on funding</td>
<td>Evaluate options &amp; TC review</td>
<td>Pending IS Director and IS vacancies to be filled. Part of prioritization list of technology projects to be reviewed by TC in June</td>
</tr>
<tr>
<td>Develop an updated and user friendly website that is easily navigated; communicating City's ability to meet citizen and business service expectations; attracts new business; and is feature-rich</td>
<td>IS</td>
<td>TC input</td>
<td>IS review</td>
<td>Software and apps on IS list for tech comm. review; WiFi conversion under investigation for cost of electrical, design &amp; furniture. Report at 1st Budget session.</td>
</tr>
<tr>
<td>Expand Library access to internet</td>
<td>Library</td>
<td>Funding</td>
<td>IS support</td>
<td>Public access online catalog, word processing, EBook, music, downloadable apps; Convert reference into Wi-Fi stations</td>
</tr>
<tr>
<td>Agenda Management System(s)</td>
<td>City Clerk</td>
<td>All Departments</td>
<td>Research, present and select options</td>
<td>City Activity is not implemented to date as identified and requesting to modify to research and present options to City Staff for FY 16-17 then present to Council an RFP to select in FY 17-18</td>
</tr>
<tr>
<td>Replace Online classes &amp; reservations system (CLASS)</td>
<td>Parks &amp; Recreation</td>
<td>Funding</td>
<td>IS support</td>
<td>Research options, discuss with TC, make selection</td>
</tr>
<tr>
<td>Plan and implement self-checkout</td>
<td>Library</td>
<td>IS support</td>
<td>Explore cost/funding, TC review</td>
<td>Reviewing quotes for check-out equipment in progress.</td>
</tr>
<tr>
<td>Wi-Fi in all critical City facilities</td>
<td>IS</td>
<td>Fiber Optic Network project in Data Center</td>
<td>TC review</td>
<td>RFP scheduled for release end of May 2017; Selection committee will include Technology Committee members. Implementation by December 2017.</td>
</tr>
<tr>
<td>Purchase equipment and systems</td>
<td>PD</td>
<td>Additional budget may be required</td>
<td>Radios, license plate readers, Citywide camera system, Fiber E of Sepulveda</td>
<td>Some budget programmed in FY 16-17 (in &quot;parking lot&quot;). Additional budget required in FY 17-18.</td>
</tr>
</tbody>
</table>

4) The City invests in systems as necessary in order to add citizen value, provide access to information that is easily available, engage residents in civic participation, and provide mass notification.
### Exhibit A: Quarterly Strategic Work Plan update

#### Champion Economic Development & Fiscal Sustainability

**Goal 5(a): El Segundo promotes community engagement and economic vitality**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents, businesses and visitors</td>
<td>* Advocate and promote local arts</td>
<td>Parks &amp; Rec</td>
<td>Committee mission &amp; vision</td>
<td>Meetings began in March 2017; Chair/Vice selected; meeting schedule is every 4th Tuesday of each month</td>
</tr>
<tr>
<td>* Promote business attraction and retention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents, businesses and visitors</td>
<td>* Use events strategically</td>
<td>Ec. Dev. Manager</td>
<td></td>
<td>Strategic planning with EDAC underway</td>
</tr>
<tr>
<td>* Use events strategically</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Recommend business development opportunities to Council
- Guide resource identification to achieve goals, EDAC work plan
- Proactively attract new businesses, and high-quality jobs through exhibiting at conventions and trade shows
- Meet with businesses regarding challenges, assistance programs, resources
- Annual event to recognize economic development achievements, honor and acknowledge local businesses, and provide a networking opportunity
- Annual regional brokers’ event to build awareness and showcase real estate opportunities in the City to real estate professionals
Exhibit A: Quarterly Strategic Work Plan update

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
</table>
| 2) The City will maintain a structurally balanced budget with appropriate reserve levels | * Annual adoption of a structurally balanced budget  
* Develop revenue streams and reserve fund to keep infrastructure advancing | Finance                                | City Manager & Department Support   | Present plan to Council  
Review FY 17-18 Strategic Plan (Spring 2017), Budget (Feb-Aug)               | On target  
On target                                                                         |
| 3) The City will maintain a stable, efficient, and transparent financial environment | * Review and refine the budget / strategic plan process  
* Develop a comprehensive master fee schedule and cost recovery policy to support City needs  
* Review of Business License Tax  
* Annual review of financial policies | Finance                                | Department Support  
Necessary vacant positions filled | - Develop and issue RFP for City-wide fee study  
- Present master fee schedule to Council for approval  
- Conduct study on business license structure | Issued April 27, 2017  
Postponed until April/May 2018 - pending completion of cost allocation & fee study  
Staff has begun research                                                                |

**Champion Economic Development & Fiscal Sustainability**

**Goal 5(b): El Segundo approaches its work in a financially disciplined and responsible way**

<table>
<thead>
<tr>
<th>Objective</th>
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* Develop revenue streams and reserve fund to keep infrastructure advancing | Finance                                | City Manager & Department Support   | Present plan to Council  
Review FY 17-18 Strategic Plan (Spring 2017), Budget (Feb-Aug)               | On target  
On target                                                                         |
| 3) The City will maintain a stable, efficient, and transparent financial environment | * Review and refine the budget / strategic plan process  
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Necessary vacant positions filled | - Develop and issue RFP for City-wide fee study  
- Present master fee schedule to Council for approval  
- Conduct study on business license structure | Issued April 27, 2017  
Postponed until April/May 2018 - pending completion of cost allocation & fee study  
Staff has begun research                                                                |

- Actively communicate, advertise and engage in Public Relations
### Exhibit B - Key Performance Indicators for the Month of April

#### Enhance Customer Service and Engagement

**Goal 1(a): El Segundo provides unparalleled service to internal and external customers**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>KPIs</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>Quarterly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) City operations are unified and integrated</td>
<td>Cross-training and cross-communication</td>
<td>Building: 30 plan checks - 11.8 days to review</td>
<td>Building: 43 plan checks - 14 days to review</td>
<td>Building: 36 plan checks - 12.4 days to review</td>
<td>3-month average: Building: 36.3 plan checks - 12.9 days to review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enhance collaborative capacity Citywide (e.g., teleconferencing)</td>
<td>Electrical: 12 plan checks - 16.2 days to review</td>
<td>Electrical: 8 plan checks - 16.9 days to review</td>
<td>Electrical: 19 plan checks - 13.7 days to review</td>
<td>Electrical: 13 plan checks - 15.1 days to review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Build a business center for the development team and customers</td>
<td>Mechanical: 7 plan checks - 11.1 days to review</td>
<td>Mechanical: 9 plan checks - 18.9 days to review</td>
<td>Mechanical: 14 plan checks - 18.4 days to review</td>
<td>Mechanical: 10 plan checks - 16.8 days to review</td>
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<tr>
<td></td>
<td></td>
<td>Plumbing: 3 plan checks - 5 days to review</td>
<td>Plumbing: 3 plan checks - 30.3 days to review</td>
<td>Plumbing: 12 plan checks - 9.5 days to review</td>
<td>Plumbing: 6 plan checks - 12.2 days to review</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grading: 2 plan checks - 26 days to review</td>
<td>Grading: 0 plan checks - 0 days to review</td>
<td>Grading: 0 plan checks - 0 days to review</td>
<td>Grading: 1 plan check - 13 days to review</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>51 total plan checks &amp; an average of 8 FTEs = 6.75 per FTE</td>
<td>63 total plan checks &amp; an average of 8 FTEs = 7.9 per FTE</td>
<td>81 total plan checks &amp; an average of 8 FTEs = 10.1 per FTE</td>
<td>Monthly average of 65 total plan checks &amp; an average of 8 FTEs = 8.1 per FTE</td>
<td></td>
</tr>
</tbody>
</table>

- Average workdays to process plan check reviews & the number of plan checks per FTE (P&BS)
# Key Performance Indicators for the Month of April

## Enhance Customer Service and Engagement

### Goal 1(a): El Segundo provides unparalleled service to internal and external customers

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
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</tr>
</thead>
<tbody>
<tr>
<td>• Provide online business transactions for residents and business community</td>
<td>• Average workdays to process film permits &amp; the number of film permits per FTE (Finance)</td>
<td>6 permits reviewed for an average of 48 hours turnaround</td>
<td>4 permits reviewed for an average of 48 hours turnaround</td>
<td>3 permits reviewed for an average of 48 hours turnaround</td>
<td>Monthly average of 4 permits reviewed for an average of 48 hours turnaround</td>
<td></td>
</tr>
<tr>
<td><strong>E-file and Online Plan Check, online permitting (all business areas), Online business license renewal, new application process, payments. Online T.O.T. reporting and payment remittance</strong></td>
<td>• Monthly report on Resident/Business satisfaction survey’s (CM)</td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
<td></td>
</tr>
<tr>
<td>• Provide a user-friendly digital file cabinet for public to access online</td>
<td>• Turnaround time to process all City contracts &amp; the number of contracts processed per FTE (City Clerk)</td>
<td>Average of 8 days to process 14 agreements by .75 FTE</td>
<td>Average 6.9 days to process 39 Agreements by .75 FTE</td>
<td>Average 6.5 days to process 17 agreements, by .75 FTE</td>
<td>Monthly average of 7.1 days to process an average of 23 agreements, by .75 FTE</td>
<td></td>
</tr>
<tr>
<td>• Provide GIS software access to basic property information and relevant documents</td>
<td>• Employee satisfaction survey’s (H.R.) (to be developed)</td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
<td></td>
</tr>
<tr>
<td>• Create a citizens’ training academy</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Expand Library hours, search access, programs, etc.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Expand Parks &amp; Rec programs to (a) meet the customer demand of affordable, safe, and fun programs for youth</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>• Implement year-long festivities and celebration of the City’s Centennial</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Amend codes in response to issues discovered by staff and customers</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

## Objective

2) City services are convenient, efficient and user-friendly for all residents and businesses

- Enhance Customer Service and Engagement
- Expand Library hours, search access, programs, etc.
- Expand Parks & Rec programs to (a) meet the customer demand of affordable, safe, and fun programs for youth
- Implement year-long festivities and celebration of the City’s Centennial
- Amend codes in response to issues discovered by staff and customers
## Key Performance Indicators for the Month of April

### Enhance Customer Service and Engagement

**Goal 1(b): El Segundo’s engagement with the community ensures excellences – it understands and exceeds customer expectation**

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</tr>
</thead>
<tbody>
<tr>
<td><strong>3) The City is transparent regarding services and performance</strong></td>
<td>Report Citywide performance indicators</td>
<td>Quarterly status report to City Council on the strategic work plan (Finance)</td>
<td></td>
<td></td>
<td></td>
<td>To be reported on May 16 to City Council</td>
</tr>
<tr>
<td></td>
<td>Assess customer satisfaction via</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
</tr>
<tr>
<td></td>
<td>- Annual resident and business surveys</td>
<td>Monthly report on Resident/Business satisfaction surveys (Finance)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Post service or event questionnaires</td>
<td>Number of Library card holders, library visitors, number of circulation of materials, &amp; attendance at programs (Library)</td>
<td>19,586 card holders, 13,386 visitors, 13,553 Circulation of Materials, Attendance at Programs - 333</td>
<td>19,223 card holders, 16,612 Visitors, 16,242 Circulation of Materials, Attendance at Program - 619</td>
<td>19,065 card holders; 14,022 visitors; 11,951 Circulation of Materials; Attendance at Programs - 367</td>
<td>Monthly average of: 19,291 card holders; 14,673 visitors; 13,915 Circulation of Materials; Attendance at Programs - 440</td>
</tr>
<tr>
<td></td>
<td>- Personal outreach throughout year</td>
<td></td>
<td></td>
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<tr>
<td><strong>4) The City engages in regular, intentional information gathering</strong></td>
<td>Provide inter-departmental tours and brief overview of services provided</td>
<td>Enrollment in Park/Rec programs &amp; General Fund cost per attendee (Rec/Park)</td>
<td>Quarter results (Jan-March): Class enrollment = 1,056 Special Events = 5 Home delivered meals = 1,371 <strong>Aquatics Programs (direct program costs only):</strong> Lap Swim - 1901 attendance @ cost of $28.38/attendee Swinnastics - 499 attendees @ cost of $11.37/attendee Recreation Swim - 602 attendees @ cost of $24.06/attendee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expand use of social media as communication tool</td>
<td>Event attendance &amp; General Fund cost per attendee (Rec/Park)</td>
<td></td>
<td></td>
<td></td>
<td><strong>Transportation Services (Direct program costs only):</strong> Dial-A-Ride - 1,229 riders @ a cost of $7/ridder Lunchtime Shuttle - 1,204 riders @ a cost of $3.06/ridder Doctor Dial-A-Ride - 39 riders @ a cost of $45.43/ridder</td>
</tr>
<tr>
<td></td>
<td>Expand use of E-newsletters as communication tool</td>
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</tbody>
</table>
## Key Performance Indicators for the Month of April

### Support Community Safety and Preparedness

#### Goal 2: El Segundo is a safe and prepared city

<table>
<thead>
<tr>
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<th>April</th>
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</tr>
</thead>
<tbody>
<tr>
<td>- Ensure equipment, systems and staffing remain up to date with standards and local needs (e.g., high-density construction and increased service demands, changed crime rates, State laws and funding)</td>
<td>Monthly report on Crime Statistics (P.D.)</td>
<td>See attached &quot;Exhibit A&quot;</td>
<td>See attached &quot;Exhibit B&quot;</td>
<td>See attached &quot;Exhibit C&quot;</td>
<td>Reported monthly</td>
<td></td>
</tr>
<tr>
<td>- Institute proactive plans to mitigate hazards within the City with community involvement</td>
<td>Monthly report on Priority 1 response times &amp; number of Priority 1 responses per FTE (P.D.)</td>
<td>155 calls with 24 FTEs = 6.5 calls per FTE</td>
<td>112 calls with 24 FTEs = 4.7 calls per FTE</td>
<td>115 calls with 24 FTEs = 4.8 calls per FTE</td>
<td>Monthly average: 127 calls with 24 FTEs = 5.3 calls per FTE</td>
<td></td>
</tr>
<tr>
<td>- Ensure redundancies are in place</td>
<td>Number of CERT members trained annually &amp; the number of labor hours by staff (F.D.)</td>
<td>19 Members Trained</td>
<td>9 Members Trained</td>
<td>60 Members Trained</td>
<td>Monthly average of 9 Members Trained &amp; 60 labor hours of training conducted by FD Staff</td>
<td></td>
</tr>
<tr>
<td>1) The City has a proactive approach to risk and crime that is outcome focused</td>
<td>Average total response time for Fire &amp; EMS calls and the number of FTEs responding per call (FD)</td>
<td>EMS Calls: Avg. time Dispatch to Arrive on scene 4 min 03 sec</td>
<td>EMS Calls: Avg. time Dispatch to Arrive on scene 4 min 09 sec</td>
<td>EMS Calls: Avg. time Dispatch to Arrive on scene 4 min 28 sec</td>
<td>Monthly Average EMS Calls: Avg. time Dispatch to Arrive on scene 4 min 13 sec</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire Calls: Avg. time Dispatch to Arrive on scene 4 min 59 sec</td>
<td>Fire Calls: Avg. time Dispatch to Arrive on scene 5 min 23 sec</td>
<td>Fire Calls: Avg. time Dispatch to Arrive on scene 5 min 30 sec</td>
<td>Fire Calls: Avg. time Dispatch to Arrive on scene 5 min 17 sec</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of total service calls per Sworn Patrol FTE</td>
<td>2,695 service calls at 24 patrol FTEs = 112.3 service calls per FTE</td>
<td>3,066 service calls at 24 patrol FTEs = 127.8 service calls per FTE</td>
<td>2,866 service calls at 24 patrol FTEs = 119.4 service calls per FTE</td>
<td>2,876 service calls at 24 patrol FTEs = 119.8 service calls per FTE</td>
</tr>
<tr>
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</tr>
</tbody>
</table>
## Key Performance Indicators for the Month of April

### 2) Proactive communication and community engagement
- Inform owners re retro-fit for earthquakes
- Use social media to keep community & staff informed & engaged
- Citizen surveys & questionnaires (CM)

### Develop as a Choice Employer and Work Force

**Goal 3(a): El Segundo is a City employer of choice and consistently hires for the future**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>KPIs</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>Quarterly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City has a strong culture of customer service, employee retention, and internal feedback</td>
<td>Institute a wellness program to enhance wellbeing and morale</td>
<td>Average time to fill recruitments &amp; the number of recruitments filled per H.R. FTE</td>
<td>74 days &amp; 16 recruitments filled</td>
<td>129 Days &amp; 8 recruitments filled</td>
<td>107 Days &amp; 8 recruitments filled</td>
<td>Monthly average: 96 Days &amp; 11 recruitments filled</td>
</tr>
<tr>
<td></td>
<td>Institute a formal Employee Recognition Program</td>
<td>Number of vacancies (H.R.)</td>
<td>32 full-time</td>
<td>33 full-time</td>
<td>34 Full-time</td>
<td>Average of 33 vacancies per month</td>
</tr>
<tr>
<td></td>
<td>Ensure process excellence to attract qualified applicants</td>
<td>Quarterly turnover percentage (H.R.)</td>
<td>2 (1 f/t &amp; 1 p/t)</td>
<td>6 (2 f/t &amp; 4 p/t)</td>
<td>3 (2FT &amp; 1PT)</td>
<td>Monthly average of 1.6 FTEs &amp; 2 PTEs</td>
</tr>
<tr>
<td>2) The City provides a competitive environment and nimble hiring / on-boarding process for its employees</td>
<td>Train employees to effectively and efficiently perform their jobs</td>
<td>Applicant surveys &amp; the total number of surveys received per recruitment (H.R.) (to be developed)</td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
</tr>
<tr>
<td></td>
<td>Develop employees so they are prepared to progress in the organization</td>
<td>Number of internal promotions (H.R.)</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>Average of 1 per month</td>
</tr>
<tr>
<td></td>
<td>Develop employees to be able to fill critical vacancies from within</td>
<td></td>
<td></td>
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</tbody>
</table>

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N/A - To be developed
## Key Performance Indicators for the Month of April

### Develop as a Choice Employer and Work Force

**Goal 3(b):** The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation

<table>
<thead>
<tr>
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<th>Quarterly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>4) The City has a culture of innovation, trust and efficiency</td>
<td>• Each department will develop plans for advancing these items</td>
<td>Annual Employee satisfaction surveys (H.R.) (to be developed)</td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
</tr>
<tr>
<td>5) City Staff enjoy mastery, autonomy and purpose in their work – pride</td>
<td>• Department leaders as a group will develop plans for reinforcing these items</td>
<td></td>
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</table>

### Develop Quality Infrastructure & Technology

**Goal 4(a):** El Segundo’s physical infrastructure supports an appealing, safe, and effective City

<table>
<thead>
<tr>
<th>Objective</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>Quarterly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City optimizes its physical resources</td>
<td>• Regularly assess Citywide facility needs meet safety standards and best practices</td>
<td>Quarterly report on status of capital improvement plan implementation (PW)</td>
<td></td>
<td></td>
<td></td>
<td>Verbal presentation to be provided by Ken Berkman, Director of PW</td>
</tr>
<tr>
<td></td>
<td>• Identify funding and commit to future infrastructure needs</td>
<td>Monthly report on number of potholes &amp; sidewalk repairs completed &amp; the number of labor hours spent per repair (PW)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Coordinate multi-agency CIP</td>
<td>366 potholes, 20 skim patches, 174 labor hours</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>• Maintain park equipment and fixtures to meet safety standards and best practices</td>
<td>254 potholes, 13 sidewalk grinding/AC repairs, 32 skim patches, 2 Digouts - 139 labor hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Enhance trimming schedule to mitigate risk</td>
<td>111 potholes, 55 sidewalk grinding/AC repairs, 12 skim patches, 2 Digouts - 161 labor hours</td>
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<tr>
<td></td>
<td></td>
<td>Average: 243 potholes, 23 sidewalk grinding/AC repairs, 21 skim patches, 1.3 Digouts - 158 labor hours</td>
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</table>
## Key Performance Indicators for the Month of April

### Develop Quality Infrastructure & Technology

#### Goal 4(b): El Segundo’s technology supports effective, efficient, and proactive operations

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>2) The City has an integrated focus on technology</td>
<td>• Improve efficiency and effectiveness of staffing and leave replacement, with safety focus</td>
<td>• Status update of IS master plan implementation (IS)</td>
<td></td>
<td></td>
<td></td>
<td>Under Technology Committee review</td>
</tr>
<tr>
<td>3) The City has an effective structure to meet the technology needs of the City and its constituents</td>
<td>• Use the full potential of software</td>
<td>• Number of online transactions conducted from residents, businesses and employees (City-wide/Finance to report)</td>
<td>Water bill: 406 online payments made</td>
<td>Water bill: 601 online payments made</td>
<td>Water bill: 448 online payments made</td>
<td>Water bill: 485 online payments made</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Employees: 320 online timesheets submitted</td>
<td>Employees: 318 online timesheets submitted</td>
<td>Employees: 318 online timesheets submitted</td>
<td>Employees: 319 online timesheets submitted</td>
</tr>
</tbody>
</table>
# Key Performance Indicators for the Month of April

## Develop Quality Infrastructure & Technology

**Goal 4(b): El Segundo’s technology supports effective, efficient, and proactive operations**

<table>
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<tr>
<th>Objective</th>
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</tr>
</thead>
</table>
| 4) The City invests in systems as necessary in order to add citizen value, provide access to information that is easily available, engage residents in civic participation, and provide mass notification | - Use mobile app to allow residents to easily report ROW problems and issues  
- Implement paperless: Payroll, Purchasing & A/P  
- Scan historical documents  
- Develop an updated and user friendly website that is easily navigated; communicating City’s ability to meet citizen and business service expectations; attracts new business; and is feature-rich  
- Expand Library access to internet  
- Agenda Management System(s)  
- Replace Online classes & reservations system (CLASS)  
- Plan and implement self-checkout  
- Wi-Fi in all critical City facilities  
- Purchase equipment and systems | Monthly analytical analysis of City website traffic: number of visitors (hits), what webpage was most viewed, and how many inquiries were made from community via web tools (IS - pending implementation of new website)  
- Monthly reporting of Total IS tickets, closed tickets, and hours spent resolving tickets | 279 Total IS Tickets, 272 Closed tickets, 180 hours spent resolving tickets | 322 Total IS Tickets, 296 Closed Tickets, 533 hours spent resolving tickets | 286 Total IS Tickets, 251 Closed Tickets, 292 hours spent resolving tickets | Monthly Average: 296 IS tickets issued, 273 Closed Tickets, 335 hours spent resolving tickets. |
## Key Performance Indicators for the Month of April

### Champion Economic Development & Fiscal Sustainability

#### Goal 5(a): El Segundo promotes community engagement and economic vitality

<table>
<thead>
<tr>
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<th>March</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1) Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents, businesses and visitors</td>
<td>- Advocate and promote local arts</td>
<td>- Tracking of economic indicators and tax revenue annually (Econ Dev)</td>
<td></td>
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<td>N/A - part of annual report</td>
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<tr>
<td></td>
<td>- Promote business attraction and retention</td>
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<td></td>
<td>- Use events strategically</td>
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<tr>
<td></td>
<td>- Actively communicate, advertise and engage in Public Relations</td>
<td>- Business retention/attraction/satisfaction surveys (Econ Dev to be developed)</td>
<td></td>
<td></td>
<td></td>
<td>N/A - To be developed</td>
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</tbody>
</table>

#### Goal 5(b): El Segundo approaches its work in a financially disciplined and responsible way

<table>
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<th>Quarterly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) The City will maintain a structurally balanced budget with appropriate reserve levels</td>
<td>- Annual adoption of a structurally balanced budget</td>
<td>- Monthly OpenGov status reports on budget versus actuals (accessed via City website) (Finance)</td>
<td></td>
<td></td>
<td></td>
<td>Each month has been uploaded</td>
</tr>
<tr>
<td></td>
<td>- Develop revenue streams and reserve fund to keep infrastructure advancing</td>
<td></td>
<td>February data updated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Review and refine the budget / strategic plan process</td>
<td>- Quarterly status report to City Council on the strategic work plan progress (Finance)</td>
<td></td>
<td></td>
<td></td>
<td>Quarterly report presented to City Council on May 16</td>
</tr>
<tr>
<td></td>
<td>- Develop a comprehensive master fee schedule and cost recovery policy to support City needs</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>- Review of Business License Tax</td>
<td>- Annual percent of costs recovered for services provided (Finance)</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Quarterly investment policy compliance (Treasury)</td>
<td></td>
<td></td>
<td></td>
<td>Fully in Compliance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fully in compliance</td>
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<td>Fully in compliance</td>
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<td></td>
<td></td>
<td>Fully in compliance</td>
<td></td>
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</tr>
</tbody>
</table>

9|Page
# ESPD Performance Metrics

## Exhibit C: Monthly Report - March 2017

<table>
<thead>
<tr>
<th>CRIME TYPE</th>
<th># of Crimes El Segundo</th>
<th>Percent Change From Previous Year (YTD)</th>
<th>Culv</th>
<th>Gar</th>
<th>Haw</th>
<th>HBch</th>
<th>MBch</th>
<th>Ing</th>
<th>PV</th>
<th>RBch</th>
<th>Torr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homicide</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rape</td>
<td>1</td>
<td>100%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robbery</td>
<td>1</td>
<td>-33%</td>
<td>16</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggravated Assault</td>
<td>0</td>
<td>40%</td>
<td>9</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burglary</td>
<td>22</td>
<td>9%</td>
<td>26</td>
<td>11</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theft / Larceny</td>
<td>30</td>
<td>-15%</td>
<td>66</td>
<td>37</td>
<td>70</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Vehicle Theft</td>
<td>3</td>
<td>17%</td>
<td>18</td>
<td>7</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Arson</td>
<td>0</td>
<td>0%</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Part 1</strong></td>
<td><strong>57</strong></td>
<td><strong>-5%</strong></td>
<td><strong>137</strong></td>
<td>0</td>
<td>57</td>
<td>97</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIORITY TYPE</th>
<th># of Calls El Segundo</th>
<th>Response Times (Dispatch to Onscene)</th>
<th>All RCC Agencies -- # of Calls / Response Times (Dispatch to Onscene)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority E</td>
<td>1</td>
<td>:17</td>
<td>82 calls / 4:07 minutes</td>
</tr>
<tr>
<td>Priority 1</td>
<td>115</td>
<td>4:07</td>
<td>1881 calls / 5:55 minutes</td>
</tr>
<tr>
<td>Total</td>
<td>116</td>
<td>4:05</td>
<td>1963 calls / 5:51 minutes</td>
</tr>
</tbody>
</table>

## Position

**RECRUITMENT & HIRING**

- **Entry - Police Officer** March 14th - Police Officer Trainee Test; 101 Applications; 23 took PAT (22 passed); 9 took Pellet B
- **Pre-Service / Lateral** March 14th - Lateral/Academy Grads Test; 11 Applications
- **Entry - Police Officer** March 16th - Police Officer Trainee was released from the Academy - Failed Learning Domains
- **Police Service Officer** Eligibility List has been exhausted; Preparing for Test
- **Police Assistant** Application are being reviewed; Written Exam is scheduled for April 11th
- **Police Cadet** 1 Resigned - Joined the US Marines

## Date

**SPECIAL ENFORCEMENT, EDUCATION & MEETINGS, AUDITS & INSPECTIONS**

- **3/1/2017** Traffic Enforcement Tactical Action Plan (TAP) @ Walnut / Selby
- **3/3-4/2017** UnderCover TAP 550 N. Sepulveda - 1 Subject arrested felony vandalism & possession of Meth
- **3/4/2017** ABC Minor decoy - Regional Operation; 22 locations, 1 citation
- **3/8/2017** Traffic Enforcement Tactical Action Plan (TAP) @ East Imperial Ave. - 19 Citations
- **3/9-10/2017** Citywide Burglary Suppression TAP
- **3/16/2017** Citywide Traffic - Cell Phone TAP - 19 citations
- **3/27-28/2017** Clutter's Bluff TAP

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