AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 6, 2008 - 5:00 P.M.

Next Resolution # 4549
Next Ordinance # 1419

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.
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(a)) – -3- matters

1. City of El Segundo vs. City of Los Angeles, et. al. LASC No. BS094279
3. Jones vs. City of El Segundo, LASC Case No. YC057076

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -4- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -1- matters
1. Public Employee/Appointment – Title: City Manager

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0- matter

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

SPECIAL MATTERS: -0- matter
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 6, 2008 - 7:00 P.M.
REVISED

Next Resolution # 4549
Next Ordinance # 1419

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson
PRESENTATIONS

a. Proclamation announcing Saturday, May 10, 2008 as El Segundo Public Safety Day and inviting the community to a joint Open House.
b. Proclamation announcing the week of May 18th through 24th as “National Public Works Week”.
c. Proclamation inviting the community to participate in the Elderfest Celebration on Saturday, May 17, 2008.

ROLL CALL

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

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

C. UNFINISHED BUSINESS

1. Consideration and possible action to adopt the City of El Segundo Multi-Hazard Mitigation Plan subject to the document’s review and approval by the Federal Emergency Management Agency (FEMA). (Fiscal Impact: None)

Recommendation – (1) Staff recommends that the City Council adopt the City of El Segundo Multi-Hazard Plan subject to the document’s review and approval by FEMA; 2) Alternatively, discuss and take other action related to this item.

2. Consideration and possible action to receive and file air sampling reports conducted by Forensic Analytical Consulting Services. (Fiscal Impact: $10,000)

Recommendation – (1) Receive and file indoor and outdoor environmental quality air sampling reports; (2) Alternatively, discuss and take other action related to this item.
3. Consideration and possible action regarding the approval of plans and specifications and authorization to solicit construction bids for construction of a Fire Station at 2261 East Mariposa Avenue to replace the existing Fire Station No. 2. Approved Capital Improvement Program. Project No.: PW 08-06 (Fiscal Impact: $7,750,000)
Recommendation – (1) Approve plans and specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action regarding recommendations from the Downtown Committee to (1) approve a Downtown El Segundo light-pole banner program; (2) authorize evaluation of a wayfinding signage program; (3) authorize a Professional Services Agreement for program-related creative services, in a form as approved by the City Attorney, with Ryder Communications in an amount of $28,000; and (4) approve a pilot LED parkway decorative lighting project in the 300 block of Main Street and authorize funding in the amount of $5,000. (Fiscal Impact: $32,000).
Recommendation – (1) Receive a progress report from the Downtown Committee; (2) Approve Downtown Committee’s recommended light-pole banner designs and authorize funding for banner final design and fabrication; (3) Request the Downtown Committee develop a plan for downtown wayfinding signage design and placement and report back to City Council with recommendations; (4) Authorize the City Manager to execute a Professional Services Agreement, in a form as approved by the City Attorney, with Ryder Communications (formerly City Adworks) in an amount not to exceed $28,000 to develop/fabricate banner signage and provide creative design services for a wayfinding signage program; (5) Approve a pilot LED parkway decorative lighting project along the 300 block of Main Street and authorize funding in the amount of $5,000; (6) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding the approval of a Professional Services Agreement with Utility Cost Management (UCM) to investigate whether the appropriate rate structure has been applied to the City’s electricity and gas use. (Fiscal Impact: None)
Recommendation – (1) Authorize the City Manager to execute a Professional Services Agreement in a form as approved by the City Attorney with Utility Cost Management (UCM); (2) Alternatively, discuss and take other action related to this item.
E. CONSENT AGENDA

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

6. Warrant Numbers 2565293 to 2565656 on Register No. 14 in the total amount of $1,866,990.25 and Wire Transfers from 4/4/2008 through 4/24/2008 in the total amount of $1,893,760.18.

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.

7. Regular City Council Meeting Minutes of April 15, 2008; and Special City Council Meeting of April 24, 2008.

Recommendation – Approval.

8. Consideration and possible action (1) authorizing the City Manager to enter into an agreement to accept a grant of $52,483.58 in funding from the California Environmental Protection Agency (Cal/EPA) under Assembly Bill 1130, that authorizes the El Segundo Fire Department to develop and implement an aboveground petroleum storage tank inspection program in El Segundo; and (2) the adopting of a Resolution authorizing the implementation of an aboveground storage tank inspection program within El Segundo. (Fiscal Impact: $52,483.58)

Recommendation – (1) Authorize the City Manager to enter into an agreement to accept a grant of $52,483.58 in funds from the Cal/EPA to develop and implement an aboveground petroleum storage tank inspection program; (2) Adopt a Resolution authorizing the implementation of an aboveground storage tank inspection program within El Segundo; (3) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to ratify the waiver of the formal bidding process per the El Segundo Municipal Code Section 1-7-10 and authorize payment to Performance Allison Replacement Transmissions for a major transmission rebuild on Truck 32. (Fiscal Impact: $17,696.06)

Recommendation – (1) The City Council ratify the waiver of the formal bidding process per the El Segundo Municipal Code Section 1-7-10, and authorize payment to Performance Allison Replacement Transmissions for a transmission rebuild on Truck 32; (2) Alternatively, discuss and take other action related to this item.
10. Consideration and possible action regarding adoption of a Resolution to implement a salary range increase for the position of Emergency Services Coordinator in the 2007/08 Fiscal Year Operating Budget. (Fiscal Impact $6,100)
Recommendation – (1) Adopt the Resolution establishing a basic monthly salary range increase for the job classification of Emergency Services Coordinator; (2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding approval of a professional services agreement with Revenue & Costs Specialists, LLC to provide a Cost Allocation and User Fee Study to update the City's Development Permit Fees (Planning, Building, Plan Check, and Public Works Fees). (Fiscal Impact: $24,000)
Recommendation – (1) Authorize the City Manager to sign a professional services agreement approved as to form by the City Attorney; (2) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding adoption of plans and specifications for the 2007-2008 annual contract for curb, handicap access ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 08-05. CDBG Project No. 601066-07. (Fiscal Impact: $242,000)
Recommendation – (1) Approve plans and specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action regarding approval of a Resolution authorizing submittal of a Fiscal Year 2008-2009 application to the California Department of Conservation for a grant authorized under the California Beverage Container Recycling and Litter Reduction Act. (Fiscal Impact: $5,000 in grant fund revenue)
Recommendation – (1) Adopt the attached Resolution; (2) Authorize the Mayor to sign the resolution; (3) Alternatively discuss and take other action related to this item.

14. Consideration and possible action to adopt a resolution which authorizes the City Manager, or designee to apply for, receive and appropriate funds from the State of California for Capital Improvement Projects to be funded with Proposition 1B funding. (Fiscal Impact: $400,000 grant fund revenue)
Recommendation – (1) Adopt the attached resolution authorizing the City Manager, or designee to apply for, receive, and appropriate Proposition 1B funds; (2) Authorize the Mayor to sign the Resolution; (3) Alternatively, discuss and take other action related to this item.
15. Consideration and possible action regarding the award of a Standard Public Works Contract to Shaw Industries Inc. for the installation of new carpet at the Park Vista Senior Apartments (615 E. Holly Avenue) in the amount of $73,415.73 and the Lakes Golf Course (400 S. Sepulveda Boulevard) in the amount of $19,738.95 (Fiscal Impact: $93,154.68).

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with Shaw Industries Inc. in the amount of $93,154.68; (2) Alternatively, discuss and take other action related to this item.

16. Consideration and possible action authorizing the City Manager to execute a Memorandum of Agreement in a form as approved by the City Attorney with the City of Los Angeles for Monitoring Services to test for bacteria at shoreline storm drain outlets. Testing is required to comply with California's Regional Water Quality Control Board storm water regulations. (Fiscal Impact: $2,100)

Recommendation – (1) Authorize the City Manager to execute a Memorandum of Agreement (MOA) in a form as approved by the City Attorney with the City of Los Angeles for Monitoring Services; (2) Alternatively, discuss and take other action related to this item.

17. Consideration and possible action regarding approval of a resolution of the City Council authorizing the City Manager or designee to authorize the County of Los Angeles to act on the City's behalf to apply for, receive, and appropriate grant funds from the California Integrated Waste Management Board for the 14th Cycle Used Oil Block Grant. (Fiscal Impact: None)

Recommendation – (1) Adopt the attached Resolution; (2) Authorize the Mayor to sign the resolution; (3) Alternatively, discuss and take other action related to this item.

18. Consideration and possible action regarding approval of an annual purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company on a single-source basis to supply asphalt paving materials for Street Maintenance Division projects (Fiscal Impact: $35,000).

Recommendation – (1) Authorize the issuance of a blanket purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company on a single-source basis in an amount not to exceed $35,000 for the purchase of asphalt paving materials for Street Maintenance Division projects; (2) Alternatively, discuss and take other action related to this item.
19. Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Agreement No. 3782 with Tony Painting, Inc. The amendment would add items to the original scope of work for painting at the Park Vista Senior Apartments (615 E. Holly Avenue), the Lakes Golf Course (400 S. Sepulveda Boulevard) and the El Segundo Police Department Jail (348 Main Street). Project No.: PW 07 -12. (Fiscal Impact: $26,795.00).
Recommendation – (1) Authorize the City Manager, or designee, to execute an amendment in a form approved by the City Attorney to Agreement No. 3782 with Tony Painting, Inc., for an amount not to exceed $26,795.00; (2) Alternatively, discuss and take other action related to this item.

20. Consideration and possible action to adopt a resolution which authorizes the City Manager to direct award a public works contract to Republic Intelligent Transportation Services based upon the recent competitive bid process undertaken by the City of Los Alamitos for similar services. The project includes installing and maintaining 996 Lighting Emitting Diode (LEDs) lamps which will replace existing incandescent traffic signal bulbs. (Fiscal Impact: $151,343)
Recommendation – (1) Adopt the attached Resolution to authorize a contract award to Republic Intelligent Transportation without the need for a competitive bid process; (2) Authorize the City Manager to execute a standard public works contract; (3) Alternatively, discuss and take other action related to this item.

21. Consideration and possible action regarding the approval of the examination plans for the Personnel Merit System job classifications of Senior Plan Check Engineer and Facilities Systems Mechanic. (Fiscal Impact: None)
Recommendation – (1) Approve the examination plans; (2) Alternatively, discuss and take other action related to this item.

22. Consideration and possible action regarding awarding a contract in an amount not to exceed $186,607 to L3 Communications to provide and install mobile, digital, video recording devices in all patrol cars and motorcycles, as well as all related equipment, a computer server, wireless data transfer hardware, and data management software necessary to support the system and other digital media evidence created by the police department. (Fiscal impact: $186,607 – paid from available COPS Grant and Developer Fees.)
Recommendation – (1) Award the contract from RFP 08-01 to the lowest responsive bidder, L3 Communications, and approve the purchase and installation for an in-car digital video system and digital evidence management system; (2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA
F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

23. Consideration of possible action to adopt a resolution supporting SB 1722 (Oropeza), a bill creating a Green Line Construction Authority, for the purpose of connecting the Metro Green Line to Los Angeles International Airport.

Recommendation – (1) Adopt the attached resolution supporting SB 1722 and authorize legislative advocacy efforts to promote passage of the bill; (2) Alternatively, discuss and take other action related to this item.
Mayor McDowell –

24. Consideration and possible action to adopt a resolution supporting AB2780 (Lieu), a local agency protection measure providing that a public entity is not liable for damages for lost profits if a breach of contract is due to the enactment of a valid initiative. (Fiscal Impact: None.)

Recommendation – (1) Adopt the attached resolution supporting AB2780 and authorize appropriate legislative advocacy to promote passage of the bill; (2) Alternately, discuss and take other action related to this item.

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MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 5-1-08
TIME: 8:35 am
NAME: Cathy Dorman
Proclamation
City of El Segundo, California

WHEREAS, The El Segundo Fire and Police Departments have provided public safety services for over 80 years to the citizens of El Segundo, including fire suppression, criminal investigation, fire and crime prevention efforts through public awareness, as well as a commitment to our core values of respect, integrity, service and excellence; and

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

WHEREAS, The El Segundo Fire and Police Departments have set aside Saturday, May 10, 2008 from 10:00 a.m. to 2:00 p.m., to hold open house for the public to observe the many functions of their respective personnel, equipment, and facilities, observe a SWAT demonstration, and learn of their readiness to protect the lives and property of the citizens they serve; and

WHEREAS, The Fire Department Open House will take place at Fire Station No. 1, 314 Main Street. The Police Department Open House will take place at the Police Station, 348 Main Street.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo do hereby proclaim Saturday, May 10, 2008, as EL SEGUNDO PUBLIC SAFETY SERVICE DAY and invite the community to participate in the joint Open House from 10:00 a.m. to 2:00 p.m.

Mayor Kelly McDowell
Mentor Tom Eric H. Busch
Council Member Bill Fisher
Council Member Carl Jacobson
Council Member Don Brown
Proclamation

City of El Segundo, California

WHEREAS, Public works services provided in our community are an integral part of our citizens’ everyday lives; and

WHEREAS, the support of an informed citizenry is vital to the efficient operation of public works systems such as water, sewers, parks, streets, public buildings, and solid waste collection; and

WHEREAS, the health, safety, quality and maintenance of these facilities, as well as their design and construction, is dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments influenced by the people’s understanding of the importance of the work they perform.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the week of May 18th through 24th, 2008, as “National Public Works Week” and call upon all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make everyday to our health, safety, comfort and quality of life.

Mayor Kelly McDowell
Mayor Pro Tem Eric K. Busch
Council Member Carl Jacobson
Council Member Bill Fisher
Council Member Don Brann
Proclamation
City of El Segundo, California

WHEREAS, May is National Older Americans Month, a time to celebrate and pay tribute to the Senior Citizen Volunteers of El Segundo;

WHEREAS, Older Americans possess and share a wealth of experience, background and history, making them one of the City’s most enduring resources and an important part of the ties that bind both family and community;

WHEREAS, Today’s efforts in designing a coordinated community-based system of care and services will contribute to the well-being of all Americans in the 21st century;

WHEREAS, Lou Kutil was elected by his peers as the El Segundo 2008 Senior Citizen of the Year, a recognition which offers our residents an opportunity to reflect upon the multiple talents and accomplishments of our City’s older citizens.

NOW, THEREFORE, on this 6th day of May, 2008, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim the month of May, 2008,

OLDER AMERICANS MONTH
and
LOU KUTIL
the
2008 El Segundo Senior Citizen of the Year

and hereby invite the community to participate in the Elderfest Celebration on Saturday, May 17, 2008, from 11:00 a.m. to 1:30 p.m., at the Joslyn Center in Recreation Park honoring LOU KUTIL and other senior citizens who have given generously of their time and talent to improve the quality of life for all.

[Signature]
MAYOR KELLY MCDOWELL

[Signature]
MAYOR PRO TEM ERIC H. BUSCH

[Signature]
COUNCIL MEMBER BILL FISHER

[Signature]
COUNCIL MEMBER CARL JACOBSON

[Signature]
COUNCIL MEMBER DON BROWN

014
Consideration and possible action to adopt the City of El Segundo Multi-Hazard Mitigation Plan subject to the document’s review and approval by the Federal Emergency Management Agency (FEMA). (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1) Staff recommends that the City Council adopt the City of El Segundo Multi-Hazard Plan subject to the document’s review and approval by FEMA; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On May 16, 2006, the City Council authorized acceptance of $93,750 in grant funding from the United States Department of Homeland Security Hazard Mitigation Grant Program. These funds were to be used to reimburse the City for personnel time, consulting/contractor, advertising (public notice), and legal review in the development of a hazard mitigation plan for the City. Staff retained the services of Emergency Planning Consultants to assist in the development of a City hazard mitigation plan in February, 2007. (Continued next page)

ATTACHED SUPPORTING DOCUMENTS:

1. City of El Segundo Multi-Hazard Mitigation Plan
2. Resolution adopting the City of El Segundo Multi-Hazard Mitigation Plan

FISCAL IMPACT: None
Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required:

ORIGINATED BY: 
Kevin S. Smith, Fire Chief

REVIEWED BY: 
Bill Crowe, Assistant City Manager

DATE: 
April 28, 2008

DATE: 
4/29/08
The Hazard Mitigation Plan is required pursuant to the Stafford Act (42 U.S.C. § 5165). In accordance with that Act, local government agencies requesting future grant funding for mitigation projects must complete a comprehensive plan and have it approved by FEMA to be eligible for disaster relief and hazard mitigation funding. The City of El Segundo Multi-Hazard Mitigation Plan outlines the City’s vulnerabilities; develops hazard mitigation strategies; identifies critical facilities and infrastructure contained within the City limits; and identifies other risk factors.

City staff and the consultant have worked together for over a year to develop a hazard mitigation plan that complies with the Act. Staff has sought public input into the planning process through the use of surveys mailed to all City addresses and being made available on the City's website. The draft plan has also been made available for public review and input on the City's website as well as hard copies being made available at the City’s Library and Fire Station 1. Local newspapers have been used to make the public aware of the opportunity for input into the planning process. Staff has also forwarded the document to over sixty members from local business and industry for review. Additionally, the City’s Disaster Council has reviewed the Plan and recommends that the City Council adopt it. The Multi-Hazard Mitigation Plan is intended to be used to assist the City Council, City staff, and other El Segundo community leaders in making decisions that will enhance the safety of El Segundo residents, business owners, and their infrastructure.

Upon City Council adoption of the City of El Segundo Multi-Hazard Plan, the document will be forwarded to FEMA for approval. The approved Plan will be reviewed by staff annually and will need to be revised and resubmitted every five years to maintain continued FEMA approval.
City of El Segundo

Multi-Hazard Mitigation Plan

April 21, 2008

Prepared under contract with:
Emergency Planning Consultants
San Diego, California
Carolyn J. Harshman, President
RESOLUTION NO. ____

A RESOLUTION ADOPTING THE EL SEGUNDO MULTI-HAZARD MITIGATION PLAN IN ACCORDANCE WITH 44 C.F.R. § 201.6.

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

SECTION 1: The City Council finds as follows:

A. The Federal Disaster Mitigation Act of 2000 requires local governments to draft a Hazard Mitigation Plan to receive certain federal funding;

B. Failure to comply with the timely submission of an approved Mitigation Plan could prevent the City from obtaining financial reimbursement from the federal government following a catastrophic event;

C. The City prepared the Hazard Mitigation Plan which is attached as Exhibit “A,” and incorporated by reference (“Plan”). The Plan will assist City Council, City staff, and other El Segundo community leaders in making decisions that would enhance the safety of El Segundo residents, business owners, and City infrastructure.

SECTION 2: The Plan is adopted as set forth in Exhibit A. The City Manager, or designee, is authorized to execute any required documents to obtain additional federal or state approvals for the Plan.

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

PASSED AND ADOPTED this _____ day of __________, 2008.

________________________________________
Kelly McDowell, Mayor
ATTEST:

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

I, Cindy Mortensen, 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 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 __________, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________
Cindy Mortensen, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By:
________________________
Karl H. Berger, Assistant City Attorney
Consideration of possible action to receive and file air sampling reports conducted by Forensic Analytical Consulting Services. (Fiscal Impact: $10,000)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file indoor and outdoor environmental quality air sampling reports; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

At the August 7, 2007 City Council meeting, and at the request of former City Councilmember Jim Boulgarides, authorization was given to the City Manager to retain professional engineering services to perform air sampling at various locations within the city. Forensic Analytical Consulting Services was engaged to perform indoor and outdoor collection of air samples for volatile organic compounds (VOCs) and PM10 particulates. After conducting initial sampling, analysis and report generation, the consultant was asked to perform an additional series of collection samples for PM2.5 particulates. As with the original monitoring plan, a total of four indoor and three outdoor locations were chosen for the second set of air sampling tests.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

1. Copy of Forensic Analytical Consulting Services report dated October 9, 2007
2. Copy of Forensic Analytical Consulting Services report dated March 24, 2008

FISCAL IMPACT: $10,000

Operating Budget: $10,000
Amount Requested: N/A
Account Number: 001-400-2901-6214
Project Phase: N/A
Appropriation Required: No

ORIGINATED BY:  DATE:

Stephanie Katsouleas, Director of Public Works 4-29-08

REVIEWED BY:  DATE:

Bill Crowe, Assistant City Manager 4/29/08
Background and Discussion (cont’d):

Sample results taken on the day of testing indicated the following:

<table>
<thead>
<tr>
<th></th>
<th>Indoor Sites</th>
<th>Outdoor Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOC (67 chemicals tested)</td>
<td>Concentrations generally below EPA standards(^1)</td>
<td>Concentrations below EPA standards</td>
</tr>
<tr>
<td>PM10</td>
<td>24-hour average below EPA standards(^2)</td>
<td>24-hour average below EPA standards</td>
</tr>
<tr>
<td>PM2.5</td>
<td>24-hour average below EPA standards</td>
<td>24-hour average above EPA standards, which is consistent with the Los Angeles Basin</td>
</tr>
</tbody>
</table>

\(^1\) Acrolein (a common aldehyde) in three samples from City Hall exceeded OEHHA acute and chronic thresholds.

\(^2\) The Police Department Watch Commander Area observed a one-hour spike during the 24-hour testing period. It is not considered unusual.
INDOOR AND OUTDOOR ENVIRONMENTAL QUALITY SAMPLING REPORT

Site: City Hall Complex
     City of El Segundo
     350 Main Street
     El Segundo, CA 90245

Date: March 24, 2008

Prepared for: Jeff Stewart
               City Manager
               City of El Segundo

Prepared by: Michael S. Andrew, MS, CIH, CSP
              Forensic Analytical Consulting Services, Inc.

FACS Project #: PJ4095

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APPENDICES

APPENDIX A: MATERIALS AND METHODS
APPENDIX B: RESULTS SUMMARY TABLES / FIGURES
INTRODUCTION

Forensic Analytical Consulting Services, Inc. (Forensic Analytical) was retained by the City of El Segundo to perform indoor and outdoor environmental quality sampling for particulates in the city hall complex and select outdoor sites in the surrounding neighborhoods.

The purpose of the investigation was to 1) supplement previous sampling for particulates (PM10) and VOCs conducted by Forensic Analytical (see report dated October 9, 2007) by collecting samples for PM2.5; 2) compare the sampling results to published guidelines and standards, and; 3) provide information for consideration in assessing risk to occupants and/or residents.

The findings contained in this report are based solely on the results of sample analysis and information provided. Additional sites or agents not discussed in this report are not represented. Potential hazardous exposures to other physical, chemical or biological agents not directly specified are not addressed in this report.

SCOPE OF WORK

This investigation consisted of the following:

- Collection of air samples for particulates 2.5 μm aerodynamic diameter and less (PM2.5) in indoor and outdoor areas;
- Analysis of data and report generation.

MONITORING PLAN

A total of 4 representative indoor locations (three in the City Hall building and one in the police department building) were chosen for sampling PM2.5. The sampling locations were as follows:

- City Hall: Steven Finton’s Office
- City Hall: Administration Area of City Council Office.
- City Hall: Basement Offices (Sound Insulation Department)
- Police Department: Commander Area.

A total of 3 representative outdoor locations were chosen for sampling PM2.5. Locations were determined by city personnel based on neighborhood location and site availability. The sampling locations were as follows:

- City Hall Rooftop
- Backyard of 730 Bungalow Dr., El Segundo, CA 90245
- Backyard of 827 Virginia St., El Segundo, CA 90245

Samples were collected for 24 hours strating the morning of March 19, 2008 and ending the morning of March 20, 2008.
RESULTS

Sample results are provided in the appendices of this report as follows:

- Table summarizing particulate air sampling (Appendix B).
- Graph of particulate air sampling data (Appendix B)

DISCUSSION AND CONCLUSIONS

Particle pollution (also called particulate matter or PM) is the term for a mixture of solid particles and liquid droplets found in the air. The United States Environmental Protection Agency (EPA), and the California EPA classify and regulate two size ranges of particulates in outdoor air 1) "inhalable coarse particles," with diameters larger than 2.5 micrometers and smaller than 10 micrometers and 2) "fine particles," with diameters that are 2.5 micrometers and smaller. Particulates less than 10 micrometers in diameter and smaller are known as PM10 and particles 2.5 micrometers in diameter and smaller are known as PM2.5.

Outdoor Air

For this study, Forensic Analytical measured PM2.5 for a 24-hour period (PM10 was sampled during previous study). Sample results indicate that on the day of sampling, all of the samples had an average PM2.5 concentration greater than the US EPA standard for a 24-hour period of 35 µg/m³ (see Table 1, Appendix B). Based on a review of California Air Resources Board data, this data is consistent with other samples collected in the Los Angeles county during this time period (also exceeded the standard). The US EPA recommends that at these levels, unusually sensitive people should consider reducing prolonged or heavy exertion.

These results should only be interpreted as an indication of possible trends. For the purpose of regulatory attainment, long-term sampling should be conducted as attainment is based on not exceeding the standard more than once per year on average over 3 years. Ambient particulate concentrations vary due to a variety of factors over days or months (e.g. local source emissions, weather, wind patterns, etc.)

Indoor Air

Particulates are also a concern in indoor environments because people generally spend the majority of their time indoors. In general, indoor particulate levels should be equivalent to or less than outdoor levels. High particulate levels indoors in a mechanically ventilated building would be indicative of a strong indoor source of particulates as they are generally removed via filtration.

As noted above, Forensic Analytical measured PM2.5 for a 24-hour period. Indoor sample results indicate that all of the samples had 24-hour average concentrations significantly (minimum 2.5 times) below the lowest outdoor 24-hour average concentrations (see Table 1, Appendix B). Additionally, indoor concentrations were generally lower than outdoor concentrations (desirable) throughout the 24-hour period (see Figure 1, Appendix B) and less than the US EPA outdoor standard for a 24-hour period of 35 µg/m³.
LIMITATIONS

The above findings, conclusions, and recommendations are indicative of conditions that existed at the time of the investigation and are subject to the limitations and variability associated with the investigation methodology. It should be noted that these conditions could change as a result of any number of factors, including environmental parameters and activities in the area. Should further research on the site be conducted the additional data should be reviewed by Forensic Analytical and the conclusions presented herein may be modified. This report is for the sole use of our client.

This report is not intended to guarantee that the subject site is or is not free from conditions that could pose a threat to human health or safety. Commonly accepted guidelines in the industrial hygiene industry maintain that the uncertainty inherent in sampling precludes investigators from definitively concluding or proving that an environment is "safe". However, these guidelines recognize that sampling and inspection findings may be used to support the assumption that an environment presents conditions of acceptable risk.

If you have any questions regarding this report, or require any additional information, please do not hesitate to contact our office. Thank you for the opportunity to work with the City of El Segundo.

Respectfully,

FORENSIC ANALYTICAL

Michael S. Andrew, MS, CIH, CSP, LEED AP
Senior Project Manager
APPENDIX A: MATERIALS AND METHODS

Particulates (PM2.5)

Particle measurements were made for 24-hours using a TSI Sidepak model Aerosol Monitor. This monitor uses a 90° light scattering measurement to continuously determine airborne particle concentrations. Results are measured gravimetrically as micrograms per cubic meter (µg/m³) and data-logged for download and analysis.
APPENDIX B: RESULTS SUMMARY TABLES / FIGURES
### TABLE 1: SUMMARY TABLE OF PM2.5 DATA

<table>
<thead>
<tr>
<th></th>
<th>Concentration (µg/m³)</th>
<th>NAAQS&lt;sup&gt;a&lt;/sup&gt;</th>
<th>Cal AAQS&lt;sup&gt;b&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24-hr Average</td>
<td>Maximum</td>
<td>24-hr</td>
</tr>
<tr>
<td><strong>Outdoor Sites</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall Rooftop</td>
<td>43</td>
<td>117</td>
<td></td>
</tr>
<tr>
<td>730 Bungalow Dr.*</td>
<td>96</td>
<td>561</td>
<td></td>
</tr>
<tr>
<td>827 Virginia St.</td>
<td>76</td>
<td>225</td>
<td></td>
</tr>
<tr>
<td><strong>Indoor Sites</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall Basement</td>
<td>17</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>City Hall Admin Area of Council Office</td>
<td>15</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>City Hall Steve Finton Office</td>
<td>16</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>Police Department - Commander Office**</td>
<td>10</td>
<td>17</td>
<td></td>
</tr>
</tbody>
</table>

<sup>a</sup>9-hr sample (sampler power failure due to animals destroying power cord)
<sup>b</sup>20-hr sample (sampler moved and stopped by unknown person)
<sup>a</sup>EPA National Ambient Air Quality Standards
<sup>b</sup>California Ambient Air Quality Standards (California does not have separate 24-hour PM2.5 standard. Federal standard is applicable.)
FIGURE 1. PM2.5 CONCENTRATIONS BY TIME OF DAY (24-HOUR)
INDOOR AND OUTDOOR ENVIRONMENTAL QUALITY SAMPLING REPORT

Site: City Hall Complex
City of El Segundo
350 Main Street
El Segundo, CA 90245

Date: October 9, 2007

Prepared for: Jeff Stewart
City Manager
City of El Segundo

Prepared for: Steve Finton
Director of Public Works
City of El Segundo

Prepared by: Michael S. Andrew, CIH
Forensic Analytical Consulting Services, Inc.

FACS Project #: LE7479

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APPENDICES

APPENDIX A: MATERIALS AND METHODS
APPENDIX B: RESULTS SUMMARY TABLES / FIGURES
APPENDIX C: ANALYTICAL LABORATORY REPORTS
INTRODUCTION

Forensic Analytical Consulting Services, Inc. (Forensic Analytical) was retained by the City of El Segundo to perform indoor and outdoor environmental quality sampling for volatile organic compounds (VOC) and particulates in the city hall complex and select outdoor sites in the surrounding neighborhoods.

The purpose of the investigation was to 1) collect samples for VOCs and particulates 2) compare the sampling results to published guidelines and standards 2) provide information for consideration in assessing risk to occupants and/or residents; and 3) provide recommendations for additional investigation and/or corrective actions as necessary.

The findings contained in this report are based solely on the results of sample analysis and information provided. Additional sites or agents not discussed in this report are not represented. Potential hazardous exposures to other physical, chemical or biological agents not directly specified are not addressed in this report.

SCOPE OF WORK

This investigation consisted of the following:

- Collection of air samples for volatile organic compounds (VOC) and particulates 10.0 μm aerodynamic diameter and less (PM-10) in indoor and outdoor areas;
- Analysis of data and report generation.

MONITORING PLAN

In general, the types, numbers, and locations of samples were determined based on site availability, Forensic Analytical observations, input from city personnel and project management considerations.

A total of 4 representative indoor locations (three in the City Hall building and one in the police department building) were chosen for sampling particulates PM10 and VOCs. The sampling locations were as follows:

- City Hall: Steven Finton’s Office
- City Hall: Administration Area of City Council Office.
- City Hall: Basement Offices (Sound Insulation Department)
- Police Department: Watch Commander Area.

A total of 3 representative outdoor locations were chosen for sampling particulates PM10 and VOCs. Locations were determined by city personnel based on neighborhood location and site availability. The sampling locations were as follows:

- City Hall Rooftop
- Backyard of 730 Bungalow Dr., El Segundo, CA 90245
- Backyard of 648 W. Sycamore Ave., El Segundo, CA 90245
RESULTS

Sample results are provided in the appendices of this report as follows:

- Table summarizing particulate air sampling (Appendix B).
- Graph of particulate air sampling data (Appendix B)
- Table summarizing VOC air sampling (Appendix B).
- Supporting laboratory reports (Appendix C).

DISCUSSION AND CONCLUSIONS

Particulates

1. Outdoor Air

Particle pollution (also called particulate matter or PM) is the term for a mixture of solid particles and liquid droplets found in the air. The United States Environmental Protection Agency (EPA), and the California EPA classify and regulate two size ranges of particulates in outdoor air 1) "inhalable coarse particles," with diameters larger than 2.5 micrometers and smaller than 10 micrometers and 2) "fine particles," with diameters that are 2.5 micrometers and smaller. Particulates less than 10 micrometers in diameter and smaller are known as PM10 and particles 2.5 micrometers in diameter and smaller are known as PM2.5.

For this study, Forensic Analytical measured PM10 for a 24-hour period. Sample results indicate that on the day of sampling, all of the samples had an average PM10 concentration less than the US EPA and Cal EPA standard for a 24-hour period, 150 µg/m³ and 50 µg/m³, respectively (see Table 1, Appendix B).

These results should only be interpreted as an indication of possible trends. For the purpose of regulatory attainment, long-term sampling should be conducted as attainment is based on not exceeding the standard more than once per year on average over 3 years. Ambient particulate concentrations vary due to a variety of factors over days or months (e.g. local source emissions, weather, wind patterns, etc.)

2. Indoor Air

Particulates are also a concern in indoor environments because people generally spend the majority of their time indoors. In general, indoor particulate levels should be equivalent to or less than outdoor levels. High particulate levels indoors in a mechanically ventilated building would be indicative of a strong indoor source of particulates as they are generally removed via filtration.

As noted above, Forensic Analytical measured PM10 for a 24-hour period. Indoor sample results indicate that all of the samples had 24-hour average concentrations below the lowest outdoor 24-hour average concentrations (see Table 1, Appendix B). Additionally, indoor concentrations were generally lower than outdoor concentrations (desirable) throughout the 24-hour period (see Figure 1, Appendix B).

However, a few notable exceptions were observed during the sampling period. First, a peak concentration of 246 µg/m³ was observed in the Police department watch commander’s area at approximately 9:30 AM. This was a short excursion and was likely due to human activity, such as
shuffling of papers, workers walking in at once, etc. and would not be considered unusual or problematic. Secondly, the PM10 concentration in the basement area began steadily rising at approximately midnight and continued to rise until the sampling was discontinued the following afternoon (see Figure 1, Appendix B). The final concentration exceeded the outdoor rooftop concentration significantly (i.e. doubled). The cause of the rise in particulate concentration is unknown.

Volatile Organic Compounds

1. Outdoor Air

Volatile organic compounds (VOCs) are chemicals emitted from a variety of natural and man-made sources. "Volatile" is a term meaning that these chemicals evaporate, or get into the air easily at normal temperature and pressure and "organic" is a term meaning that these types of chemicals contain carbon. VOCs include chemicals classified by the EPA as toxic air pollutants such as benzene, which is found in gasoline; perchlorethylene, which is emitted from some dry cleaning facilities; and methylene chloride, which is used as a solvent and paint stripper by a number of industries. The EPA does not promulgate ambient air quality standards for most individual VOCs (EPA regulates source emissions of toxic air pollutants). EPA does publish inhalation reference exposure limits (RfC) for some chemicals for the purpose of evaluating risk hazards. In addition, the California Office of Environmental Health Hazard Assessment (OEHHA) publishes acute and chronic reference exposure limits for a variety of VOCs.

For this study, Forensic Analytical collected samples for VOCs over a 24-hour period. The method used for this sampling is validated for 67 individual VOCs. Additionally, the laboratory reported any tentatively identified compounds (TIC) not on this list. Results of the VOC samples were generally unremarkable. Detectable levels of 2 to 5 individual chemicals (out of validated 67 list) were reported and concentrations were generally very low (less than 10 µg/m³). Concentrations were all well below any published OEHHA or EPA reference exposure levels at the time of sampling, if available (see Table 2, Appendix B).

As noted above for particulates, sampling data was for a relatively short term. Ambient VOC concentrations can vary due to a variety of factors over days or months (e.g. local source emissions, weather, wind patterns, etc.)

2. Indoor Air

Volatile organic compounds (VOCs) are also emitted from a variety of indoor sources such as interior furnishings, textiles, office equipment, cleaners, personal care supplies, and pesticides. The EPA has reported that their levels may be ten to thousands of times higher indoors than found in the outdoor air. Some may produce odors at very low levels that are considered objectionable. In addition, many VOCs are irritants and can result in headaches and eye, nose and throat irritation, and dizziness and can be toxic at high concentrations. The US Occupational Safety and Health Administration publishes occupational standards (OSHA PEL) for many individual VOCs, however, these standards are applicable mainly to occupational environments and not necessarily relevant to non-industrial indoor environments. As noted above the EPA and the OEHHA publish reference exposure limits for the purpose of evaluating risk hazards.

As above, Forensic Analytical collected samples for VOCs over a 24-hour period. In general, results of VOC samples were typical of indoor environments. Detectable levels of 7-8 individual
chemicals (out of validated 67 list) were reported and concentrations were generally low (less than 25 μg/m³). As would be expected in a non-industrial environment, all samples were many magnitudes lower than any published OSHA standards. Additionally, with one exception, the concentrations were well below any published OEHHA or EPA reference exposure levels, if available (see Table 2, Appendix B).

Indoor concentrations of acrolein (a common aldehyde) in the three samples from the city hall building (1.4 – 1.6 μg/m³) were greater than the published acute and chronic OEHHA RELs (0.19 μg/m³ and 0.06 μg/m³, respectively) and EPA reference exposure level (0.02 μg/m³). It should be noted that these reference levels are not regulatory standards but are estimates (with various uncertainty) of inhalation exposure to the human population (including sensitive subgroups) that is likely to be without appreciable risk of deleterious non-cancer effects. They are not direct estimators of risk but rather reference points to gauge the potential effects. At exposures increasingly greater than these levels the potential for adverse health effects increases. Exposure above these levels does not imply that adverse health effects will necessarily occur. In addition, research reported by Health Canada indicates that typical concentrations of acrolein in indoor air range from 2 to 50 μg/m³. Common sources of acrolein in indoor air include cigarette smoke, automobile or other gas combustion exhaust, materials / furnishings, and cooking oil.

RECOMMENDATIONS

1. Consider further investigation into unexplained continuous rise in particulate levels in the basement area.
2. Confirm that all outdoor smoking areas are sufficient distance from air intakes or infiltration points to prevent entrainment of cigarette smoke into the building.
3. For future purchases of office furnishings and/or equipment consider buying certified low-emitting products.

LIMITATIONS

The above findings, conclusions, and recommendations are indicative of conditions that existed at the time of the investigation and are subject to the limitations and variability associated with the investigation methodology. It should be noted that these conditions could change as a result of any number of factors, including environmental parameters and activities in the area. Should further research on the site be conducted the additional data should be reviewed by Forensic Analytical and the conclusions presented herein may be modified. This report is for the sole use of our client.

This report is not intended to guarantee that the subject site is or is not free from conditions that could pose a threat to human health or safety. Commonly accepted guidelines in the industrial hygiene industry maintain that the uncertainty inherent in sampling precludes investigators from definitively concluding or proving that an environment is "safe". However, these guidelines recognize that sampling and inspection findings may be used to support the assumption that an environment presents conditions of acceptable risk.
If you have any questions regarding this report, or require any additional information, please do not hesitate to contact our office. Thank you for the opportunity to work with the City of El Segundo.

Respectfully,

FORENSIC ANALYTICAL

Michael S. Andrew, CIH
Senior Project Manager
APPENDIX A: MATERIALS AND METHODS

Volatile Organic Compounds

Samples for VOCs were collected using an evacuated (i.e. Summa) canister supplied by Columbia Analytical Services (CAS). A flow controller was added to collect the samples at a low flow rate for a 24 hour time span. The samples were shipped to CAS and analyzed using a GC/MS according to the EPA method TO-15.

Particulates (PM10)

Particle measurements were made for 24-hours in the same areas as the VOC sampling (noted above section) using a TSI Sidepak model Aerosol Monitor. This monitor uses a 90° light scattering measurement to continuously determine airborne particle concentrations. The analytical range of this instrument is 1.0 to 10,000 µg/m³, for particles 10.0 µm aerodynamic diameter and less (PM-10). Instrument is factory calibrated to A1 test dust (i.e., Arizona test dust). Results are measured gravimetrically as micrograms per cubic meter (µg/m³) and data-logged for download and analysis.
APPENDIX B: RESULTS SUMMARY TABLES / FIGURES
### TABLE 1: SUMMARY TABLE OF PM10 DATA

<table>
<thead>
<tr>
<th></th>
<th>Concentration (µg/m³)</th>
<th>NAAQS**</th>
<th>Cal AAQS¹</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24-hr Average</td>
<td>Maximum</td>
<td>24-hr</td>
</tr>
<tr>
<td><strong>Outdoor Sites</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall Rooftop</td>
<td>29</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>730 Bungalow Dr.</td>
<td>50</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>648 W. Sycamore*</td>
<td>27</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td><strong>Indoor Sites</strong></td>
<td>150 µg/m³</td>
<td>50 µg/m³</td>
<td></td>
</tr>
<tr>
<td>City Hall Basement</td>
<td>25</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>City Hall Council Office</td>
<td>16</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>City Hall Steve Finton Office</td>
<td>11</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Police Department - Watch Commander Area</td>
<td>22</td>
<td>246</td>
<td></td>
</tr>
</tbody>
</table>

*9-hr sample (sampler stopped by homeowner)

**EPA National Ambient Air Quality Standards

¹California Ambient Air Quality Standards
**FIGURE 1. PM10 CONCENTRATIONS BY TIME OF DAY (24-HOUR)**
# TABLE 2: SUMMARY TABLE OF VOC DATA

<table>
<thead>
<tr>
<th>Chemical</th>
<th>648 W. Sycamore*</th>
<th>730 Bungalow Dr.</th>
<th>City Hall Rooftop</th>
<th>City Hall Basement</th>
<th>City Hall Council Office</th>
<th>City Hall - Finton</th>
<th>Police Depart.</th>
<th>OEHHA Acute REL</th>
<th>OEHHA Chronic REL</th>
<th>EPA RfC</th>
<th>OSHA REL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dichlorodifluoromethane (CFC 12)</td>
<td>2.3</td>
<td>2.3</td>
<td>2.2</td>
<td>2.3</td>
<td>2.2</td>
<td>2.3</td>
<td>2.2</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>4.95 X 10^6</td>
</tr>
<tr>
<td>Ethanol</td>
<td>8.9</td>
<td>ND</td>
<td>ND</td>
<td>23.0</td>
<td>11</td>
<td>25</td>
<td>21.0</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1.9 X 10^6</td>
</tr>
<tr>
<td>Acrolein</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>1.4</td>
<td>1.6</td>
<td>1.6</td>
<td>ND</td>
<td>0.19</td>
<td>0.06</td>
<td>0.02</td>
<td>250</td>
</tr>
<tr>
<td>Acetone</td>
<td>ND</td>
<td>8.8</td>
<td>ND</td>
<td>10</td>
<td>9.8</td>
<td>9.5</td>
<td>13.0</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>2.4 X 10^6</td>
</tr>
<tr>
<td>Trichlorofluoromethane</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>2.0</td>
<td>1.5</td>
<td>2.5</td>
<td>ND</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>5.6 X 10^6</td>
</tr>
<tr>
<td>2-Propanol (Isopropyl Alcohol)</td>
<td>ND</td>
<td>3.1</td>
<td>ND</td>
<td>2.1</td>
<td>2.8</td>
<td>2.2</td>
<td>16.0</td>
<td>3.2 x 10^3</td>
<td>7.0 x 10^3</td>
<td>--</td>
<td>9.8 X 10^6</td>
</tr>
<tr>
<td>2-Butanone (MEK)</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>1.3</td>
<td>ND</td>
<td>ND</td>
<td>1.3 x 10^4</td>
<td>--</td>
<td>5.0 x 10^3</td>
<td>5.9 X 10^6</td>
<td></td>
</tr>
<tr>
<td>Toluene</td>
<td>1.7</td>
<td>2.2</td>
<td>2.1</td>
<td>1.3</td>
<td>2.2</td>
<td>2.8</td>
<td>2.8</td>
<td>3.7 x 10^4</td>
<td>300</td>
<td>5.0 x 10^3</td>
<td>2,000</td>
</tr>
<tr>
<td>m,p-Xylenes</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>ND</td>
<td>1.4</td>
<td>2.0</td>
<td>1.7</td>
<td>2.2 x 10^4</td>
<td>700</td>
<td>100</td>
<td>4.35 X 10^5</td>
</tr>
<tr>
<td>d-Limonene</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>2.4</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

*9-hr sample (sampler stopped by homeowner)

1 California Office of Environmental Health Hazard Assessment, Reference Exposure Levels (non-regulatory)

2 United States Environmental Protection Agency, Inhalation reference concentration for chronic noncancerogenic health effects (non-regulatory)

3 Occupational Safety and Health Administration (regulatory)

ND = Non-detect
APPENDIX C: ANALYTICAL LABORATORY REPORTS

<table>
<thead>
<tr>
<th>The following analytical laboratory reports and all chains of custody / submittal forms can be found in this Appendix.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAS - P2702797</td>
</tr>
</tbody>
</table>
### COLUMBIA ANALYTICAL SERVICES, INC.

**RESULTS OF ANALYSIS**

Page 1 of 4

**Client:** Forensic Analytical  
**Client Sample ID:** Steve Finton's Office  
**Client Project ID:** City of El Segundo/LE 7479

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HiP5890 II+/MS2  
**Date Collected:** 9/10/07

**Analyzer:** Sadia Terranova  
**Date Received:** 9/12/07

**Sampling Media:** Summa Canister  
**Date(s) Analyzed:** 9/12/07

**Test Notes:**  
**Container ID:** AC00327

**Volume(s) Analyzed:** 1.00 Liter(s)

\[
\begin{align*}
\text{Pi} & = -1.5 \\
\text{Pf} & = 3.5 \\
\text{Cal D.F.} & = 1.38
\end{align*}
\]

<table>
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<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu g/m^3$</th>
<th>MRL $\mu g/m^3$</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Qualifier</th>
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<td>Vinyl Acetate</td>
<td>ND</td>
<td>6.9</td>
<td>ND</td>
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</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

Verified By: __________________________ Date: __________
### RESULTS OF ANALYSIS

Client: Forensic Analytical  
Client Sample ID: Steve Finton's Office  
Client Project ID: City of El Segundo/LE 7479  
CAS Project ID: P2702797  
CAS Sample ID: P2702797-001

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**  
**Container ID:** AC00327

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<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

---

Pi 1 = -1.5  
Pf 1 = 3.5  
Can D.F. = 1.38

---

Verified By: ___________________________ Date: ___________________________
**RESULTS OF ANALYSIS**

**Client:** Forensic Analytical  
**Client Sample ID:** Steve Finton's Office  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-001  

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTO CAN/HP5972/HP5890 II+/MS2  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)  

**Pl = -1.5  Pf = 3.5  Can D.F. = 1.38**

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<th>CAS #</th>
<th>Compound</th>
<th>Result μg/m³</th>
<th>MRL μg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
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**ND =** Compound was analyzed for, but not detected above the laboratory reporting limit.  
**MRL =** Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Client: Forensic Analytical
Client Sample ID: Steve Finton's Office
Client Project ID: City of El Segundo/LE 7479
CAS Project ID: P2702797
CAS Sample ID: P2702797-001

Tentatively Identified Compounds

| Test Code: | EPA TO-15 | Date Collected: 9/10/07 |
| Instrument ID: | Tekmar AUTOCAN/HP5972/HP5890 II+/MS2 | Date Received: 9/12/07 |
| Analyst: | Sadia Terranova | Date Analyzed: 9/12/07 |
| Sampling Media: | Summa Canister | Volume(s) Analyzed: 1.00 Liter(s) |
| Test Notes: | T | |
| Container ID: | AC00327 | |

Pi 1 = -1.5  Pf 1 = 3.5
Can D.F. = 1.38

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<th>Concentration µg/m³</th>
<th>Data Qualifier</th>
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<tbody>
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T = Analyte is a tentatively identified compound, result is estimated.
* = Possible Artifact.
## RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** City Council Office  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-002  
**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Volume(s) Analyzed:** 1.00 Liter(s)  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Pi 1 = -1.0**  
**Pf 1 = 3.5**  
**Can D.F. = 1.33**

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<tr>
<th>CAS #</th>
<th>Compound</th>
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<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tr>
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</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.  
M = Matrix interference due to coelution with a non-target compound; results may be biased high.

Verified By: __________________________  Date: __________________________

Page No. 46
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Client: Forensic Analytical
Client Sample ID: City Council Office
Client Project ID: City of El Segundo/LE 7479

CAS Project ID: P2702797
CAS Sample ID: P2702797-002

Test Code: EPA TO-15
Instrument ID: Tekmar AUTO CAN/HP5972/HP5890 II+/MS2
Analyst: Sadia Terranova
Sampling Media: Summa Canister
Test Notes:
Container ID: AC00420

Date Collected: 9/10/07
Date Received: 9/12/07
Date(s) Analyzed: 9/12/07
Volume(s) Analyzed: 1.00 Liter(s)

\[ P_i = -1.0 \quad P_f = 3.5 \]

Can D.F. = 1.33

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<th>MRL $\mu g/m^3$</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</table>

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COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Page 3 of 4

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Test Notes: 
Container ID: AC00420

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Date(s) Analyzed: 9/12/07
Volume(s) Analyzed: 1.00 Liter(s)

\[ \begin{align*}
\text{Pi} &= -1.0 \\
\text{Pf} &= 3.5 \\
\text{Can D.F.} &= 1.33
\end{align*} \]

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<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
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**COLUMBIA ANALYTICAL SERVICES, INC.**

**RESULTS OF ANALYSIS**

Page 4 of 4

Client: Forensic Analytical
Client Sample ID: City Council Office
Client Project ID: City of El Segundo/LE 7479

CAS Project ID: P2702797
CAS Sample ID: P2702797-002

**Tentatively Identified Compounds**

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<th>GC / MS Ret. Time</th>
<th>Compound Identification</th>
<th>Concentration µg/m³</th>
<th>Data Qualifier</th>
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<tbody>
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<td>Chlorodifluoromethane + Propene + Propane + Carbonyl Sulfide</td>
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<tr>
<td>6.29</td>
<td>Isopentane</td>
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<tr>
<td>15.14</td>
<td>Furfural</td>
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<tr>
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P1 = -1.0                 P1 = 3.5

Can D.F. = 1.33

T = Analyte is a tentatively identified compound, result is estimated.

* = Possible Artifact.

Verified By: ______________________ Date: ____________________
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<td>8.5</td>
<td>ND</td>
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<td>ND</td>
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</tbody>
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ND = Compound was analyzed for, but not detected above the laboratory reporting limit.
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
# COLUMBIA ANALYTICAL SERVICES, INC.

## RESULTS OF ANALYSIS

Page 2 of 4

**Client:** Forensic Analytical  
**Client Sample ID:** City Hall Rooftop  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-003

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**  
**Container ID:** AC01093

**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

\[
\begin{align*}
\pi_1 &= -4.0 \\
\phi_1 &= 3.5 \\
\text{Can D.F.} &= 1.70
\end{align*}
\]

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<tr>
<th>CAS #</th>
<th>Compound</th>
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<th>MRL μg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tr>
<td>71-55-6</td>
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</table>

**ND** = Compound was analyzed for, but not detected above the laboratory reporting limit.  
**MRL** = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
# RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** City Hall Rooftop  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-003  

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)  

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<th>MRL $\mu$g/m$^3$</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
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<tr>
<td>95-50-1</td>
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ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

Verified By: __________________________ Date: __________________________
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Page 4 of 4

Client: Forensic Analytical
Client Sample ID: City Hall Rooftop
Client Project ID: City of El Segundo/LE 7479

CAS Project ID: P2702797
CAS Sample ID: P2702797-003

Tentatively Identified Compounds

Test Code: EPA TO-15
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2
Analyst: Sadia Terranova
Sampling Media: Summa Canister
Test Notes: T
Container ID: AC01093

Date Collected: 9/10/07
Date Received: 9/12/07
Date Analyzed: 9/12/07
Volume(s) Analyzed: 1.00 Liter(s)

\[ Pi_1 = -4.0 \quad Pf_1 = 3.5 \]

Can D.F. = 1.70

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<th>Data Qualifier</th>
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T = Analyte is a tentatively identified compound, result is estimated.
**COLUMBIA ANALYTICAL SERVICES, INC.**  
**RESULTS OF ANALYSIS**  
Page 1 of 4

Client: Forensic Analytical  
Client Sample ID: Police Depart. Watch Com.  
Client Project ID: City of El Segundo/LE 7479  
CAS Project ID: P2702797  
CAS Sample ID: P2702797-004

Test Code: EPA TO-15  
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
Date Collected: 9/10/07  
Date Received: 9/12/07  
Date(s) Analyzed: 9/12/07

Analyzer: Sadia Terranova  
Sampling Media: Summa Canister  
Volume(s) Analyzed: 1.00 Liter(s)

Test Notes:  
Container ID: AC00576  

\[ Pi = -3.4 \quad Pf = 3.5 \quad \text{Can D.F.} = 1.61 \]

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<th>MRL</th>
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<tr>
<td>75-09-2</td>
<td>Methylene chloride</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.46</td>
<td></td>
</tr>
<tr>
<td>107-05-1</td>
<td>3-Chloro-1-propene (Allyl Chloride)</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.51</td>
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</tr>
<tr>
<td>76-13-1</td>
<td>Trichlorotrifluoroethane</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.21</td>
<td></td>
</tr>
<tr>
<td>75-15-0</td>
<td>Carbon Disulfide</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.52</td>
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</tr>
<tr>
<td>156-60-5</td>
<td>trans-1,2-Dichloroethene</td>
<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.41</td>
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</tr>
<tr>
<td>75-34-3</td>
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<td>ND</td>
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</tr>
<tr>
<td>1634-04-4</td>
<td>Methyl tert-Butyl Ether</td>
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<td>1.6</td>
<td>ND</td>
<td>0.45</td>
<td></td>
</tr>
<tr>
<td>108-05-4</td>
<td>Vinyl Acetate</td>
<td>ND</td>
<td>8.1</td>
<td>ND</td>
<td>2.3</td>
<td></td>
</tr>
</tbody>
</table>

**ND** = Compound was analyzed for, but not detected above the laboratory reporting limit.  
**MRL** = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.  
**M** = Matrix interference due to coelution with a non-target compound; results may be biased high.
**COLUMBIA ANALYTICAL SERVICES, INC.**

**RESULTS OF ANALYSIS**

Client: Forensic Analytical  
Client Sample ID: Police Depart. Watch Com.  
Client Project ID: City of El Segundo/LE 7479  
CAS Project ID: P2702797  
CAS Sample ID: P2702797-004

Test Code: EPA TO-15  
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
Analyst: Sadia Terranova  
Sampling Media: Summa Canister  
Test Notes:  
Container ID: AC00576  
Date Collected: 9/10/07  
Date Received: 9/12/07  
Date(s) Analyzed: 9/12/07  
Volume(s) Analyzed: 1.00 Liter(s)

\[ P_i = -3.4 \quad P_f = 3.5 \]

Can D.F. = 1.61

<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result ( \mu g/m^3 )</th>
<th>MRL ( \mu g/m^3 )</th>
<th>Result ( ppbV )</th>
<th>MRL ( ppbV )</th>
<th>Data Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>78-93-3</td>
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<td>ND</td>
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<tr>
<td>156-59-2</td>
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<tr>
<td>110-54-3</td>
<td>n-Hexane</td>
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<td>ND</td>
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<tr>
<td>67-66-3</td>
<td>Chloroform</td>
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<td>1.6</td>
<td>ND</td>
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<tr>
<td>107-06-2</td>
<td>1,2-Dichloroethane</td>
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<td>ND</td>
<td>0.40</td>
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<tr>
<td>71-55-6</td>
<td>1,1,1-Trichloroethane</td>
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<td>ND</td>
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<tr>
<td>71-43-2</td>
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<tr>
<td>56-23-5</td>
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<tr>
<td>78-87-5</td>
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<tr>
<td>75-27-4</td>
<td>Bromodichloromethane</td>
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<td>ND</td>
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<tr>
<td>79-01-6</td>
<td>Trichloroethene</td>
<td>ND</td>
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<td>ND</td>
<td>0.30</td>
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<tr>
<td>123-91-1</td>
<td>1,4-Dioxane</td>
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<td>ND</td>
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<td>ND</td>
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</tr>
<tr>
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<td>ND</td>
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<td>ND</td>
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<td>1.6</td>
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<td>108-88-3</td>
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<td>591-78-6</td>
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<td>ND</td>
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<td>ND</td>
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<td>ND</td>
<td>1.6</td>
<td>ND</td>
<td>0.24</td>
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</tr>
</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

Verified By: __________________________ Date: ________________
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Page 3 of 4

Client: Forensic Analytical
Client Sample ID: Police Dept. Watch Com.
Client Project ID: City of El Segundo/LE 7479
CAS Project ID: P2702797
CAS Sample ID: P2702797-004

Test Code: EPA TO-15
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2
Analyst: Sadia Terranova
Sampling Media: Summa Canister
Test Notes:
Container ID: AC00576

Date Collected: 9/10/07
Date Received: 9/12/07
Date(s) Analyzed: 9/12/07
Volume(s) Analyzed: 1.00 Liter(s)

\[ P_1 = -3.4 \quad P_f = 3.5 \]

Can D.F. = 1.61

<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu g/m^3$</th>
<th>MRL $\mu g/m^3$</th>
<th>Result $ppbV$</th>
<th>MRL $ppbV$</th>
<th>Data Qualifier</th>
</tr>
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<tbody>
<tr>
<td>108-90-7</td>
<td>Chlorobenzene</td>
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<td>ND</td>
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<tr>
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<td>$m,p$-Xylenes</td>
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<td>0.40</td>
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<td>Styrene</td>
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<td>111-84-2</td>
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<tr>
<td>79-34-5</td>
<td>1,1,2,2-Tetrachloroethane</td>
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<td>98-82-8</td>
<td>Cumene</td>
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<tr>
<td>80-56-8</td>
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<tr>
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<tr>
<td>108-67-8</td>
<td>1,3,5-Trimethylbenzene</td>
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<td>1.6</td>
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<td>0.33</td>
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</tr>
<tr>
<td>95-63-6</td>
<td>1,2,4-Trimethylbenzene</td>
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<td>100-44-7</td>
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<tr>
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<tr>
<td>106-46-7</td>
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<td>95-50-1</td>
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<td>ND</td>
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<td>120-82-1</td>
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<tr>
<td>91-20-3</td>
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<td>ND</td>
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<td>Hexachlorobutadiene</td>
<td>ND</td>
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<td>ND</td>
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</tr>
</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
**Tentatively Identified Compounds**

<table>
<thead>
<tr>
<th>GC / MS Ret. Time</th>
<th>Compound Identification</th>
<th>Concentration µg/m³</th>
<th>Data Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.63</td>
<td>Chlorodifluoromethane + Propene + Propane + Carbonyl Sulfide</td>
<td>6</td>
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<tr>
<td>5.03</td>
<td>Isobutane</td>
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<tr>
<td>6.29</td>
<td>Isopentane</td>
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<tr>
<td>18.33</td>
<td>Benzaldehyde</td>
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<td></td>
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<tr>
<td>20.64</td>
<td>n-Nonanal</td>
<td>5</td>
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<tr>
<td>21.40</td>
<td>Unidentified Siloxane</td>
<td>4</td>
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</tr>
</tbody>
</table>

T = Analyte is a tentatively identified compound, result is estimated.  
* = Possible Artifact.

---

Test Code: EPA TO-15  
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
Analyst: Sadia Terranova  
Sampling Media: Summa Canister  
Test Notes: T  
Container ID: AC00576  

Date Collected: 9/10/07  
Date Received: 9/12/07  
Date Analyzed: 9/12/07  
Volume(s) Analyzed: 1.00 Liter(s)  

Pi 1 = -3.4  
Pf 1 = 3.5  
Can D.F. = 1.61
# RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** Basement  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-005

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07

**Analyzer:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Volume(s) Analyzed:** 1.00 Liter(s)

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<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tbody>
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<td>75-71-8</td>
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<td>ND</td>
<td>0.31</td>
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</tr>
<tr>
<td>75-09-2</td>
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<td>1.2</td>
<td>ND</td>
<td>0.36</td>
<td></td>
</tr>
<tr>
<td>107-05-1</td>
<td>3-Chloro-1-propene (Allyl Chloride)</td>
<td>ND</td>
<td>1.2</td>
<td>ND</td>
<td>0.40</td>
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<tr>
<td>76-13-1</td>
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<td>ND</td>
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<td>ND</td>
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<tr>
<td>156-60-5</td>
<td>trans-1,2-Dichloroethene</td>
<td>ND</td>
<td>1.2</td>
<td>ND</td>
<td>0.31</td>
<td></td>
</tr>
<tr>
<td>75-34-3</td>
<td>1,1-Dichloroethane</td>
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<td>1.2</td>
<td>ND</td>
<td>0.31</td>
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</tr>
<tr>
<td>1634-04-4</td>
<td>Methyl tert-Butyl Ether</td>
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<td>ND</td>
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<tr>
<td>108-05-4</td>
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</tbody>
</table>

**Pi 1 = 0.0**  
**Pi 1 = 3.5**  
**Can D.F. = 1.24**

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

---

Verified By: __________________________ Date: __________________________
## RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** Basement  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-005

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**  
**Container ID:** AC00623

**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

\[
P_i = 0.0  
P_f = 3.5  
\text{Can D.F.} = 1.24
\]

### Table of Analytes

<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu g/m^3$</th>
<th>MRL $\mu g/m^3$</th>
<th>Result $ppbV$</th>
<th>MRL $ppbV$</th>
<th>Data Qualifier</th>
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<tbody>
<tr>
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</tbody>
</table>

**ND** = Compound was analyzed for, but not detected above the laboratory reporting limit.  
**MRL** = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
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<tr>
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<td>120-82-1</td>
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</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS
Page 4 of 4

Client: Forensic Analytical
Client Sample ID: Basement
Client Project ID: City of El Segundo/LE 7479
CAS Project ID: P2702797
CAS Sample ID: P2702797-005

Tentatively Identified Compounds

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<th>Test Code:</th>
<th>EPA TO-15</th>
<th>Date Collected: 9/10/07</th>
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<tbody>
<tr>
<td>Instrument ID:</td>
<td>Tekmar AUTOCAN/HP5972/HP5890 II+/MS2</td>
<td>Date Received: 9/12/07</td>
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<tr>
<td>Analyst:</td>
<td>Sadia Terranova</td>
<td>Date Analyzed: 9/12/07</td>
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<tr>
<td>Sampling Media:</td>
<td>Summa Canister</td>
<td>Volume(s) Analyzed: 1.00 Liter(s)</td>
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<tr>
<td>Test Notes:</td>
<td>T</td>
<td>Pi 1 = 0.0</td>
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<tr>
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<td>Pf 1 = 3.5</td>
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<td>Can D.F. = 1.24</td>
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<th>GC / MS Ret. Time</th>
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<th>Concentration µg/m³</th>
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<td></td>
<td>+ Propane + Carbonyl Sulfide</td>
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</tbody>
</table>

T = Analyte is a tentatively identified compound, result is estimated.
* = Possible Artifact.
### COLUMBIA ANALYTICAL SERVICES, INC.

**RESULTS OF ANALYSIS**

**Page 1 of 4**

**Client:** Forensic Analytical  
**Client Sample ID:** 648 W. Sycamore  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-006

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

**Pl 1 = -1.6  Pf 1 = 3.5  Can D.F. = 1.39**

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<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
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<td>75-71-8</td>
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<td>ND</td>
<td>0.35</td>
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<td>7.0</td>
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MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

**Verified By:** ___________________________ **Date:** ______________
# RESULTS OF ANALYSIS

**COLUMBIA ANALYTICAL SERVICES, INC.**

**Client:** Forensic Analytical  
**Client Sample ID:** 648 W. Sycamore  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-006

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**  
**Container ID:** AC00717

**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

\[ Pi = -1.6 \quad Pf = 3.5 \]

Can D.F. = 1.39

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<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result μg/m³</th>
<th>MRL μg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tbody>
<tr>
<td>78-93-3</td>
<td>2-Butanone (MEK)</td>
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<tr>
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<td>ND</td>
<td>1.4</td>
<td>ND</td>
<td>0.35</td>
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<tr>
<td>110-54-3</td>
<td>n-Hexane</td>
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<td>1.4</td>
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<tr>
<td>67-66-3</td>
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<tr>
<td>71-55-6</td>
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<tr>
<td>75-27-4</td>
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<td>123-91-1</td>
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<tr>
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<tr>
<td>108-88-3</td>
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<td>591-78-6</td>
<td>2-Hexanone</td>
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<tr>
<td>124-48-1</td>
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<td>ND</td>
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</tr>
</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

**Verified By:** __________  
**Date:** __________

---

2797VA1 XLS - Sample (6)

San Francisco • Los Angeles • Sacramento • San Diego • Las Vegas • Portland
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Client: Forensic Analytical
Client Sample ID: 648 W. Sycamore
Client Project ID: City of El Segundo/L E 7479

CAS Project ID: P2702797
CAS Sample ID: P2702797-006

Test Code: EPA TO-15
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2
Date Collected: 9/10/07
Instrument ID: Sadia Terranova
Date Received: 9/12/07
Sampling Media: Summa Canister
Volume(s) Analyzed: 1.00 Liter(s)
Test Notes:
Container ID: AC00717

\[ \text{Pi} = -1.6 \quad \text{Pf} = 3.5 \quad \text{Can D.F.} = 1.39 \]

<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu g/m^3$</th>
<th>MRL $\mu g/m^3$</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>108-90-7</td>
<td>Chlorobenzene</td>
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<td>100-42-5</td>
<td>Styrene</td>
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<tr>
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<tr>
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<td>Cumene</td>
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<td>alpha-Pinene</td>
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<td>4-Ethyltoluene</td>
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<tr>
<td>108-67-8</td>
<td>1,3,5-Trimethylbenzene</td>
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<td>ND</td>
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<td>95-63-6</td>
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<td>100-44-7</td>
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<td>ND</td>
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<td>106-46-7</td>
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<td>95-50-1</td>
<td>1,2-Dichlorobenzene</td>
<td>ND</td>
<td>1.4</td>
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<td>5989-27-5</td>
<td>d-Limonene</td>
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<tr>
<td>96-12-8</td>
<td>1,2-Dibromo-3-chloropropane</td>
<td>ND</td>
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<td>ND</td>
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<tr>
<td>120-82-1</td>
<td>1,2,4-Trichlorobenzene</td>
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<td>ND</td>
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<td>91-20-3</td>
<td>Naphthalene</td>
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<td>87-68-3</td>
<td>Hexachlorobutadiene</td>
<td>ND</td>
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</tr>
</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS
Page 4 of 4

Client: Forensic Analytical
Client Sample ID: 648 W. Sycamore
Client Project ID: City of El Segundo/LE 7479
CAS Project ID: P2702797
CAS Sample ID: P2702797-006

Tentatively Identified Compounds

<table>
<thead>
<tr>
<th>Test Code:</th>
<th>EPA TO-15</th>
<th>Date Collected: 9/10/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instrument ID:</td>
<td>Tekmar AUTOCAN/HP5972/HP5890 II+/MS2</td>
<td>Date Received: 9/12/07</td>
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<tr>
<td>Analyst:</td>
<td>Sadia Terranova</td>
<td>Date Analyzed: 9/12/07</td>
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<tr>
<td>Sampling Media:</td>
<td>Summa Canister</td>
<td>Volume(s) Analyzed: 1.00 Liter(s)</td>
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<td>Test Notes:</td>
<td>T</td>
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<tr>
<td>Container ID:</td>
<td>AC00717</td>
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</tr>
</tbody>
</table>

\[ Pi_1 = -1.6 \quad Pf_1 = 3.5 \]
\[ \text{Can D.F.} = 1.39 \]

<table>
<thead>
<tr>
<th>GC / MS Ret. Time</th>
<th>Compound Identification</th>
<th>Concentration $\mu g/m^3$</th>
<th>Data Qualifier</th>
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<tbody>
<tr>
<td>4.63</td>
<td>Chlorodifluoromethane + Propene + Propane + Carbonyl Sulfide</td>
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<tr>
<td>6.29</td>
<td>Isopentane</td>
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<tr>
<td>15.43</td>
<td>Hexamethylocyclotrisiloxane</td>
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<tr>
<td>19.11</td>
<td>Unidentified Siloxane</td>
<td>9</td>
<td>*</td>
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</table>

T = Analyte is a tentatively identified compound, result is estimated.
* = Possible Artifact.
### RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** 730 Bungalow  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-007  
**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyzer:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Volume(s) Analyzed:** 1.00 Liter(s)  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/13/07

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<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu$g/m³</th>
<th>MRL $\mu$g/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</thead>
<tbody>
<tr>
<td>75-71-8</td>
<td>Dichlorodifluoromethane (CFC 12)</td>
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<tr>
<td>74-87-3</td>
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<tr>
<td>75-01-4</td>
<td>Vinyl Chloride</td>
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<tr>
<td>106-99-0</td>
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<td>ND</td>
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<td>75-09-2</td>
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<td>1.4</td>
<td>ND</td>
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<tr>
<td>107-05-1</td>
<td>3-Chloro-1-propene (Allyl Chloride)</td>
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<tr>
<td>76-13-1</td>
<td>Trichlorotrifluoroethane</td>
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<td>ND</td>
<td>0.19</td>
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<tr>
<td>75-15-0</td>
<td>Carbon Disulfide</td>
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<tr>
<td>156-60-5</td>
<td>trans-1,2-Dichloroethene</td>
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<td>ND</td>
<td>0.36</td>
<td></td>
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<tr>
<td>75-34-3</td>
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<td>ND</td>
<td>0.36</td>
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<tr>
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<td>ND</td>
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</tbody>
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**Pi 1 = -2.1**  
**Pf 1 = 3.5**  
**Can D.F. = 1.44**

**ND** = Compound was analyzed for, but not detected above the laboratory reporting limit.  
**MRL** = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.  
**M** = Matrix interference due to coelution with a non-target compound; results may be biased high.
### Results of Analysis

**Client:** Forensic Analytical  
**Client Sample ID:** 730 Bungalow  
**Client Project ID:** City of El Segundo/LE 7479  
**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Container ID:** AC01398  
**Volume(s) Analyzed:** 1.00 Liter(s)  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/13/07  

\[ P_i = -2.1 \quad P_f = 3.5 \]

Can D.F. = 1.44

<table>
<thead>
<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</thead>
<tbody>
<tr>
<td>78-93-3</td>
<td>2-Butanone (MEK)</td>
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<td>ND</td>
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<td>156-59-2</td>
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<td>1.4</td>
<td>ND</td>
<td>0.36</td>
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<tr>
<td>110-54-3</td>
<td>n-Hexane</td>
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<td>1.4</td>
<td>ND</td>
<td>0.41</td>
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<tr>
<td>67-66-3</td>
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<td>1.4</td>
<td>ND</td>
<td>0.29</td>
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</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.  

---

Verified By: ____________________________  Date: ____________

---

San Francisco • Los Angeles • Sacramento • San Diego • Las Vegas • Portland
### RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** 730 Bungalow  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P2702797-007

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTO CAN/HP5972/HP5890 II+/MS2  
**Date Collected:** 9/10/07  
**Date Received:** 9/12/07  
**Date(s) Analyzed:** 9/13/07

**Analyzer:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Volume(s) Analyzed:** 1.00 Liter(s)

**Container ID:** AC01398  
**Can D.F. = 1.44**

<table>
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<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tbody>
<tr>
<td>108-90-7</td>
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<td>98-82-8</td>
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<td>ND</td>
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<tr>
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<td>120-82-1</td>
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<td>91-20-3</td>
<td>Naphthalene</td>
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<td>87-68-3</td>
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</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
Client: Forensic Analytical  
Client Sample ID: 730 Bungalow  
Client Project ID: City of El Segundo/LE 7479  
CAS Project ID: P2702797  
CAS Sample ID: P2702797-007

Tentatively Identified Compounds

<table>
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<tr>
<th>Test Code</th>
<th>EPA TO-15</th>
<th>Date Collected: 9/10/07</th>
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<tbody>
<tr>
<td>Instrument ID</td>
<td>Tekmar AUTOCAN/HP5972/HP5890 II+/MS2</td>
<td>Date Received: 9/12/07</td>
</tr>
<tr>
<td>Analyst</td>
<td>Sadia Terranova</td>
<td>Date Analyzed: 9/13/07</td>
</tr>
<tr>
<td>Sampling Media</td>
<td>Summa Canister</td>
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<td>Test Notes</td>
<td>T</td>
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<td>Container ID</td>
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Volume(s) Analyzed: 1.00 Liter(s)

\[ P_I = -2.1 \quad P_F = 3.5 \]

Can D.F. = 1.44

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<tr>
<th>GC / MS Ret. Time</th>
<th>Compound Identification</th>
<th>Concentration (\mu g/m^3)</th>
<th>Data Qualifier</th>
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<tbody>
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<td>4.63</td>
<td>Chlorodifluoromethane + Propene + Propane + Carbonyl Sulfide</td>
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<tr>
<td>6.29</td>
<td>Isopentane</td>
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<td>18.32</td>
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<tr>
<td>22.75</td>
<td>Cinnamaldehyde</td>
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T = Analyte is a tentatively identified compound, result is estimated.
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS

Page 1 of 4

Client: Forensic Analytical
Client Sample ID: Method Blank
Client Project ID: City of El Segundo/LE 7479

CAS Project ID: P2702797
CAS Sample ID: P070912-MB

Test Code: EPA TO-15
Instrument ID: Tekmar AUTOCAN/HP5972/HP5890 II+/MS2
Analyst: Sadia Terranova
Sampling Media: Summa Canister

Date Collected: NA
Date Received: NA
Date(s) Analyzed: 9/12/07
Volume(s) Analyzed: 1.00 Liter(s)

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<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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<tbody>
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<td>75-71-8</td>
<td>Dichlorodifluoromethane (CFC 12)</td>
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<td>75-01-4</td>
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</tr>
</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

Verified By: ____________________________ Date: _______________
### RESULTS OF ANALYSIS

**Client:** Forensic Analytical  
**Client Sample ID:** Method Blank  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P070912-MB

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**

**Date Collected:** NA  
**Date Received:** NA  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

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<th>CAS #</th>
<th>Compound</th>
<th>Result $\mu g/m^3$</th>
<th>MRL $\mu g/m^3$</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</tbody>
</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.
# COLUMBIA ANALYTICAL SERVICES, INC.

## RESULTS OF ANALYSIS

Page 3 of 4

**Client:** Forensic Analytical  
**Client Sample ID:** Method Blank  
**Client Project ID:** City of El Segundo/LE 7479  
**CAS Project ID:** P2702797  
**CAS Sample ID:** P070912-MB

**Test Code:** EPA TO-15  
**Instrument ID:** Tekmar AUTOCAN/HP5972/HP5890 II+/MS2  
**Analyst:** Sadia Terranova  
**Sampling Media:** Summa Canister  
**Test Notes:**

**Date Collected:** NA  
**Date Received:** NA  
**Date(s) Analyzed:** 9/12/07  
**Volume(s) Analyzed:** 1.00 Liter(s)

### CAS Table

<table>
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<tr>
<th>CAS #</th>
<th>Compound</th>
<th>Result µg/m³</th>
<th>MRL µg/m³</th>
<th>Result ppbV</th>
<th>MRL ppbV</th>
<th>Data Qualifier</th>
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</table>

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.  
MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

Verified By: __________________________ Date: ___________
COLUMBIA ANALYTICAL SERVICES, INC.

RESULTS OF ANALYSIS
Page 4 of 4

Client: Forensic Analytical
Client Sample ID: Method Blank
Client Project ID: City of El Segundo/LE 7479
CAS Project ID: P2702797
CAS Sample ID: P070912-MB

Tentatively Identified Compounds

<table>
<thead>
<tr>
<th>Test Code:</th>
<th>EPA TO-15</th>
<th>Date Collected: NA</th>
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<tr>
<td>Instrument ID:</td>
<td>Tekmar AUTOCAN/HP5972/HP5890 II+/MS2</td>
<td>Date Received: NA</td>
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<tr>
<td>Analyst:</td>
<td>Sadia Terranova</td>
<td>Date Analyzed: 9/12/07</td>
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<tr>
<td>Sampling Media:</td>
<td>Summa Canister</td>
<td>Volume(s) Analyzed: 1.00 Liter(s)</td>
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<td>Test Notes:</td>
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D.F. = 1.00

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<tr>
<th>GC / MS Ret. Time</th>
<th>Compound Identification</th>
<th>Concentration µg/m³</th>
<th>Data Qualifier</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>No Compounds Detected</td>
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</table>

Verified By: ______________ Date: ______________
Consideration and possible action regarding the approval of plans and specifications and authorization to solicit construction bids for construction of a Fire Station at 2261 East Mariposa Avenue to replace the existing Fire Station No. 2. Approved Capital Improvement Program. Project No.: PW 08-06 (Fiscal Impact: $7,750,000)

RECOMMENDED COUNCIL ACTION:

(1) Approve plans and specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On September 18, 2006, the City took possession of a parcel at the northeast corner of the intersection of Mariposa Avenue and Parkview Drive South between Nash and Douglas Streets for development of a new fire station to replace existing Fire Station 2 which is in need of extensive repairs. The existing station was not designed to accommodate mixed gender occupancy and does not have adequate space to house current staff, apparatus, and equipment.

(Background and discussion continued on the next page........)

ATTACHED SUPPORTING DOCUMENTS:
Proposed Facility Layout
Image of proposed building

FISCAL IMPACT: $7,750,000

Capital Improvement Program: $7,750,000 (Public Safety)
Amount Requested: $7,750,000
Account Number: 301-400-8201-8999
Project Phase: Adopt plans and specifications
Appropriation Required: No

ORIGINATED BY: 
Stephanie Katsouleas, Public Works Director

REVIEWED BY: 
Bill Crowe, Assistant City Manager
BACKGROUND & DISCUSSION: (continued)

On December 5, 2006, the City Council approved a Professional Service Agreement with RRM Design Group to provide architectural design services for the replacement of the existing Fire Station. On February 19, 2007, the City Council approved a professional service agreement with Bernard's for the construction management of the new station.

The design consultant, RRM Design Group, has completed the plans and specifications according to the direction provided by City Council. Staff is ready to advertise the project for construction bids. The bid documents will request bid prices for both the work directed by City Council (Base Bid) and the work removed (Deductive Alternative Items) to provide flexibility to add recommended work if bid comes in low or if additional funding is identified.

The plans and specifications are available for review at the Public Works Department Counter in City Hall.
AGENDA DESCRIPTION: Consideration and possible action regarding recommendations from the Downtown Committee to (1) approve a Downtown El Segundo light-pole banner program; (2) authorize evaluation of a wayfinding signage program; (3) authorize a Professional Services Agreement for program-related creative services, in a form as approved by the City Attorney, with Ryder Communications in an amount of $28,000; and (4) approve a pilot LED parkway decorative lighting project in the 300 block of Main Street and authorize funding in the amount of $5,000. (Fiscal Impact: $32,000).

RECOMMENDED COUNCIL ACTION:
1) Receive a progress report from the Downtown Committee; 2) Approve Downtown Committee’s recommended light-pole banner designs and authorize funding for banner final design and fabrication; 3) Request the Downtown Committee develop a plan for downtown wayfinding signage design and placement and report back to City Council with recommendations; 4) Authorize the City Manager to execute a Professional Services Agreement, in a form as approved by the City Attorney, with Ryder Communications (formerly City Adworks) in an amount not to exceed $28,000 to develop/fabricate banner signage and provide creative design services for a wayfinding signage program; 5) Approve a pilot LED parkway decorative lighting project along the 300 block of Main Street and authorize funding in the amount of $5,000; 6) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
The City Council established an ad hoc Downtown Committee for the purpose of making expenditure recommendations for impact fees totaling $250,000 which were incorporated in the development agreement between the City and Rosecrans-Sepulveda Partners, LLC (Plaza El Segundo) for downtown business promotional activities. That sum was recently augmented with an additional $25,000 as a part of the Plaza El Segundo Phase IB entitlement process.

(Continued on next page)

ATTACHED SUPPORTING DOCUMENTS:
City Adworks’ Banner Signage Designs

FISCAL IMPACT: $32,000
Operating Budget:
Amount Requested: $32,000
Account Number: 001-400-2901-6201
Project Phase:
Appropriation Required: X Yes __ No

ORIGINATED BY: Bill Crowe, Assistant City Manager

REVIEWED BY: DATE: 4/29/08
Background and Discussion (continued):

In November 2006, the Council approved the Downtown Committee’s initial work plan. One element of the program called for Ryder Communications (formerly City Adworks) to provide creative services for re-positioning and branding Downtown El Segundo for fees and expense of $36,000. Ryder Communications completed deliverables including re-branding elements (i.e. logo and tagline), developed artwork for downtown advertising and promotion (i.e. Downtown Guide) and created preliminary designs for light-pole banners and gateway entry signage elements (gateway monument sign, gateway pylon sign, gateway arch).

Additionally, the Downtown Committee continues to work with staff on a new downtown retail business recruitment proposal, as well as an implementation and funding plan for the previously City Council discussed downtown gateway signage and archway elements.

It is the Downtown Committee’s recommendation that the City Council 1) Approve the recommended light-pole banner designs and authorize funding for final banner design and fabrication; 2) Request the Downtown Committee develop a plan for downtown wayfinding signage designs and placement and report back to City Council with recommendations; 3) Authorize the City Manager to execute a Professional Services Agreement, in a form as approved by the City Attorney, with Ryder Communications (formerly City Adworks) in an amount not to exceed $28,000 to develop/fabricate banner signage and provide creative services for a wayfinding signage program; and 4) Approve a pilot LED Parkway decorative lighting project along the 300 block of Main Street and authorize funding in the amount of $5,000.
Consideration and possible action regarding the approval of a Professional Services Agreement with Utility Cost Management (UCM) to investigate whether the appropriate rate structure has been applied to the City’s electricity and gas use. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1) Authorize the City Manager to execute a Professional Services Agreement in a form as approved by the City Attorney with Utility Cost Management (UCM); (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

At the January 15, 2008 City Council meeting, the Mayor and City Council adopted the Environmental Work Plan. One of the energy and/or cost savings measures identified in the work plan is to conduct a utility bill analysis for electricity and gas to identify whether the correct utility rate structure has been applied.

For the past ten years, UCM has analyzed utility rate structures for public agencies in California under the State of California Utility Bill Auditing Program. UCM analyzes billing records to identify charges that do not comply with the statutes, cases, regulations and administrative rulings that govern utility service in California. Since 1997, UCM has secured over $25 million in refunds and savings for about 550 clients, including schools districts, cities and state agencies.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:
Agreement

FISCAL IMPACT: None

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: Execute Agreement
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas
Stephanie Katsouleas, Director of Public Works

REVIEWED BY: Bill Crowe
Bill Crowe, Assistant City Manager

DATE: 4-29-08
DATE: 4/30/08
Background and Discussion (con't).

UCM is compensated only if they are successful in recovering funds or generating savings for the City. If the City receives a refund or credit that was identified in the Findings Letter, then the City will pay UCM 50% of the amount refunded or credited. Under the terms of the agreement, if future utility savings are identified in the Findings Letter, then the City will pay a portion of the future savings according to the following formula:

- Year 1 - 50% of savings
- Year 2 - 40% of savings
- Year 3 - 30% of savings
- Year 4 – None

The agreement will require UCM to conduct audits of Southern California Edison, and The Gas Company. The City would retain all future savings retained from UCM's work in year four and beyond. If no savings or refunds are discovered, UCM receives no compensation.

Staff researched other similar companies that conduct such analysis such as Southern California Edison, which has a cost-saving program designed to assist cities in becoming more energy efficient. These programs have monthly fees, or are not designed to identify existing or past billing errors. Staff found they did not provide the same services as UCM.
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF EL SEGUNDO AND
UTILITY COST MANAGEMENT, LLC

This AGREEMENT is entered into this 6th day of May, 2008, by and between the CITY OF EL SEGUNDO ("CITY"), and UTILITY COST MANAGEMENT, LLC ("UCM").

1. CONSIDERATION.

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

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

   C. As additional consideration, CITY agrees to pay UCM as specified below.

2. SCOPE OF SERVICES. UCM will perform the following services:

   A. Applicable to City’s Utility Accounts. This Agreement applies to all, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which CITY:

      i. is receiving utility service as of the Effective Date (as defined below),
      ii. has received utility service within three years prior to the Effective Date,
      iii. receives utility service within one year after the Effective Date, or
      iv. has provided UCM with a copy of the utility bill.

      The gas and electric accounts described in this paragraph are hereinafter referred to as "Utility Accounts". The "Effective Date", as that term is used above, is the first day of the calendar month after both UCM and CITY have signed this Agreement.

   B. Client to Provide Utility Bills. On or promptly after Client’s execution of this Agreement, Client will provide UCM with a copy of at least one month’s utility bills for all of Client’s Utility Accounts.UCM Authorized to Obtain Information on Utility Accounts. UCM is hereby authorized to obtain and review information relating to the Utility Accounts.

   C. UCM’s Findings Letter. UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client’s Utility Accounts. UCM will send a “Findings Letter” to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM shall issue the Findings Letter within 90 days from the execution of this Agreement. UCM may, from time to time, supplement or amend its Findings Letter and such supplement or amendment
will be deemed to have occurred on the date the original Findings Letter was sent to Client. However, in no event shall the supplement or amendment be made after the completion date of this Agreement, i.e. May 5, 2011.

D. Steps To Obtain Refunds or Savings. UCM is authorized by the City to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter, such steps may include, but are not limited to, communicating, dealing, and negotiating with utility providers, and seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding at no cost to the City.

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

3. PAYMENTS. CITY will pay UCM for its services as follows:

A. Refunds or Credits. If CITY receives a refund or credit that was identified in the Findings Letter, then CITY will pay to UCM 50% of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by CITY prior to the date that the overcharges no longer appeared on the City’s utility bill. Payment of UCM’s compensation is due within 60 days of the date CITY receives an invoice from UCM.

B. If CITY obtains Future Savings that were identified in the Findings Letter, then CITY will pay UCM 50% of such Future Savings that accrue during the First-Year Savings Period, 40% of such Future Savings that accrue during the Second-Year Savings Period, and 30% of such Future Savings that accrue during the Third-Year Savings Period. “Future Savings” is the amount by which CITY charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount CITY was billed on its Utility Accounts during the First-Year Savings Period, Second-Year Savings Period and Third-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the First-Year Savings Period, Second-Year Savings Period, and Third-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The “First-Year Savings Period” begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on City’s utility bill, and ends one year thereafter; the Second-Year Savings Period begins upon the end of the First-Year Savings Period and ends one year thereafter; and the Third-Year Savings Period begins upon the end of the Second-Year Savings Period and ends one year thereafter.
UCM will submit invoices periodically to CITY for payment based on the Future Savings as they accrue. The invoices will verify (a) that Future Savings have actually been realized by CITY, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 60 days of the date the invoices are mailed to CITY. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by CITY, or (b) the result of City’s utilization of a different utility supplier that provides lower cost utility service. UCM understands and agrees that CITY is not obligated to change its billing rate, calculation, method or procedure or obtain the Future Savings identified in the Findings Letter.

Under no circumstances will CITY pay UCM unless CITY receives its refunds, credits, or Future Savings. If no refunds, credits, or Future Savings are recovered or realized by CITY, then UCM receives no compensation.

i. UCM will work with utility providers, government authorities, and/or regulatory agencies to obtain refunds, credits, and Future Savings that it identifies. CITY may elect to utilize legal professionals or other persons to obtain any refund, credit, or Future Savings identified by UCM. Such an election will be at CITY’s sole option and expense. CITY will remain obligated to pay UCM as set forth in this Agreement.

ii. If not paid when due, amounts owing under this agreement will bear interest at a rate of 1.5% per month.

iii. Notwithstanding termination of this Agreement under Section 5 or Section 11, CITY will remain obligated to pay UCM, pursuant to this Section 3, for refunds, credits or Future Savings that were identified in a Findings Letter that was sent to CITY prior to such termination and are thereafter obtained by CITY.

iv. CITY is not obligated to pay UCM for any refund, credit or Future Savings received by CITY for which CITY had submitted to the utility provider a written claim prior to the date of UCM’s Findings Letter. However, CITY is obligated to pay UCM pursuant to this paragraph whether or not CITY knew of the basis for the refund, credit or Future Savings prior to the date of UCM’s Findings Letter, and whether or not City’s receipt of the refund, credit or Future Savings was the result of steps taken by UCM.

4. NO WARRANTY; RELEASE OF LIABILITY. CITY acknowledges and agrees that UCM has made no express or implied representation or warranty that it will identify any refunds, credits, or Savings. Accordingly, CITY releases UCM from liability, and waives any claim, relating to any failure by UCM to identify or recover refunds, credits, or Savings to which CITY may be entitled.
5. **TERM.** The term of this Agreement will be from May 6, 2008, to May 5, 2011. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

   A. Completion of the work specified in this Agreement;

   B. Termination as stated in Section 11;

   C. The end of the term of this Agreement, i.e., May 5, 2011.

6. **TIME FOR PERFORMANCE.** UCM will not perform any work under this Agreement until:

   A. UCM furnishes proof of insurance as required under Section 17 of this Agreement; and

   B. CITY gives UCM a written, signed, Notice to Proceed.

      i. Should UCM begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at UCM’s own risk.

7. **TAXPAYER IDENTIFICATION NUMBER.** UCM will provide CITY with a Taxpayer Identification Number.

8. **PERMITS AND LICENSES.** UCM, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

9. **PROJECT COORDINATION AND SUPERVISION.**

   A. Michael Kerkorian will be assigned as Project Manager and will be responsible for job performance, negotiations, contractual matters, and coordination with CITY’s Project Manager.

   B. Public Works Director or assigns a City’s Project Manager and will be personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with UCM’s Project Manager.

10. **WAIVER.** CITY’s review or acceptance of, or payment for, work product prepared by UCM under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from UCM’s performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any
other term, covenant, or condition contained in this Agreement, whether of the same or different character.

11. TERMINATION.

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

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

If termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client’s utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.

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

12. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by UCM under this Agreement are CITY’s property; but notwithstanding the foregoing, all information that is contained within or is part of a computer database or spreadsheet (including all data, formulas, and programming code) is the exclusive property of UCM. UCM may retain copies of the documents, data, studies, drawings, maps, models, photographs and reports that are City’s property, but will deliver all originals of such materials to CITY upon CITY’s written notice. CITY agrees that use of UCM’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY’s own risk.

13. INDEMNIFICATION.

A. Except as specified in Section 4, UCM indemnifies, will defend (at CITY’s request and with counsel satisfactory to CITY), and holds CITY harmless from and against any claim, action, damages, costs (including without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance, including any such liability caused, in part, by CITY’s passive negligence. Should CITY be named in any suit, or should any claim be against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, UCM will defend CITY (with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

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

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

E. The requirements as to the types and limits of insurance coverage to be maintained by UCM as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by UCM pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for UCM's professional services. UCM's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

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

16. AUDIT OF RECORDS. UCM will maintain full and accurate records with respect to all services and matters covered under this Agreement. Except for information that is exclusively UCM's (as set forth in Paragraph 12), CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all data, documents, proceedings and activities. UCM will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.
17. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

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

E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section

18. USE OF CONSULTANTS. UCM must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such consent must approve of the proposed consultant and the terms of compensation.

19. INCIDENTAL TASKS. UCM will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

20. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

<table>
<thead>
<tr>
<th>CITY</th>
<th>UCM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Public Works</td>
<td>Michael Kerkorian</td>
</tr>
<tr>
<td>City of El Segundo</td>
<td>6475 N. Palm Avenue, Suite 105</td>
</tr>
<tr>
<td>350 Main Street</td>
<td>Fresno, CA 93704</td>
</tr>
<tr>
<td>El Segundo, CA 90245</td>
<td>Fax: (559) 261-9231</td>
</tr>
<tr>
<td>Fax: (310) 640-0489</td>
<td></td>
</tr>
</tbody>
</table>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

21. SOLICITATION. UCM maintains and warrants that it has not employed nor retained any company or person, other than UCM’s bona fide employee, to solicit or secure this Agreement. Further, UCM warrants that it has not paid nor has it agreed to pay any company or person, other than UCM’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should UCM breach or violate this warranty, CITY may rescind this Agreement without liability.

22. NO THIRD PARTY BENEFICIARY. This Agreement and every provision herein is for the exclusive benefit of UCM and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of UCM’s or CITY’s obligations under this Agreement.

23. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
24. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets for the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

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

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY’s city manager, or designee, may execute any such amendment on behalf of CITY.

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

30. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

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

32. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties’ control, then the Agreement will immediately terminate without obligation of either party to the other.
33. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, UCM represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. UCM represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that UCM is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

I

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

---

**CITY OF EL SEGUNDO**

---

**Utility Cost Management, LLC**

---

Bill Crowe  
Assistant City Manager

Michael Kerkorian  
6475 N. Palm Avenue, Suite 105  
Fresno, CA 93704  
Fax: (559)261-9231

---

**ATTEST:**

---

Cindy Mortesen  
City Clerk

---

**Taxpayer ID No. 94-314-2741**

---

**APPROVED AS TO FORM:**

MARK D. HENSLER, City Attorney

---

By:  

Karl H. Berger, Assistant City Attorney
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<th>Account Code</th>
<th>Description</th>
<th>Amount</th>
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<td>104</td>
<td>TRAFFIC SAFETY FUND</td>
<td>-</td>
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<td>106</td>
<td>STATE GAS TAX FUND</td>
<td>-</td>
</tr>
<tr>
<td>109</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>109</td>
<td>ASSET FORFEITURE FUND</td>
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<td>COMM. DEVL. BLOCK GRANT</td>
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<td>114</td>
<td>PROP &quot;C&quot; TRANSPORTATION</td>
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<td>115</td>
<td>AIR QUALITY INVESTMENT PROGRAM</td>
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<td>116</td>
<td>HOME SOUND INSTALLATION FUND</td>
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<td>117</td>
<td>HYPERION MITIGATION FUND</td>
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<td>118</td>
<td>TDA ARTICLE 3 - SB 821 BIKEWAY FUND</td>
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<td>119</td>
<td>MTA GRANT</td>
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<tr>
<td>121</td>
<td>FEMA</td>
<td>-</td>
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<tr>
<td>120</td>
<td>C.O.P.S. FUND</td>
<td>-</td>
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<tr>
<td>122</td>
<td>L.A.W.A. FUND</td>
<td>-</td>
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<td>202</td>
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<td>301</td>
<td>CAPITAL IMPROVEMENT FUND</td>
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<td>302</td>
<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>405</td>
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<td>501</td>
<td>WATER UTILITY FUND</td>
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<td>502</td>
<td>WASTEWATER FUND</td>
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<td>-</td>
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<tr>
<td>709</td>
<td>OUTSIDE SERVICES TRUST</td>
<td>1,515.32</td>
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</table>

**Total Warrants:** $1,866,990.25

**State of California**

**County of Los Angeles**

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

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

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

**Codes:**

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

- **A** = Payroll and Employee Benefit checks.

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

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

**Finance Director:** [Signature]

**Date:** 4/29/08

**City Manager:** [Signature]

**Date:** 4/29/08
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/7/2008</td>
<td>Nationwide Retirement</td>
<td>28,696.00</td>
<td>457 contributions (corrects 3/30/08 memo)</td>
</tr>
<tr>
<td>3/21/2008</td>
<td>Manufactures &amp; Traders</td>
<td>(38,242.53)</td>
<td>Vantage 457 (corrects 4/4/08 memo)</td>
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<tr>
<td>4/4/2008</td>
<td>Federal Reserve</td>
<td>350.00</td>
<td>Employee I Bonds</td>
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<tr>
<td>4/4/2008</td>
<td>State of CA</td>
<td>982.16</td>
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<tr>
<td>4/4/2008</td>
<td>Nationwide Retirement</td>
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<td>457 contributions</td>
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<td>4/4/2008</td>
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<td>4/9/2008</td>
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<td>4/9/2008</td>
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<td>4/10/2008</td>
<td>West Basin</td>
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<td>ABAG Payment</td>
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<td>Workers Comp Activity</td>
<td>28,923.46</td>
<td>SCRMA checks issued</td>
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</tbody>
</table>

1,893,760.18

DATE OF RATIFICATION: 5/6/08
TOTAL PAYMENTS BY WIRE:

1,893,760.18

Certified as to the accuracy of the wire transfers by:

Deputy Treasurer
Mary J. Kobay
4/29/08

Director of Finance
Deborah J. Mull
4/29/08

City Manager
Bill Crane
4/29/08

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 15, 2008

5:00 AND 7:00 P.M. SESSIONS – CANCELLED - NO ITEMS OF BUSINESS

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 15, 2008 – 6:00 p.m.

CALL TO ORDER – Mayor McDowell at 6:00 p.m.

INVOCATION – Pastor SeHee Han, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher

PRESENTATIONS –

a. Presentation and recognition of the Election Poll workers and Election night workers for their valuable services rendered to The City of El Segundo during the April 2008 Municipal Election:

Earthell “Buck” Buckner        Maryam Jonas          Betsey Kozykoski
Sam Lee                        Michael McDaniel        Margie Randall
Judy Ramirez                   Naomi Rojas             Mona Tobiason
Carl McKinney                  Lois Moreau             Tim Talkington
Deborah Macko                  Chris Garrett            Katherine Dixon
Colleen Ramsey                 Barbara Pinchuk         Elaine Allen
Marilyn Thomas                 Blanche Heitkamp       Betty Combs
Fran Richmond                  Mary Shah               George Renfro
Lou Kutil                      Norma Kessler          Natalia Quraishi
Jimmy Vlahos                   Oriana Luquetta        Richard Seigel
Alexander Richardson           Garrison Adomain         Sarah Briney

RSVP’s Jack Schott and George Bardwil

ROLL CALL

Mayor McDowell                -       Present
Mayor Pro Tem Busch           -       Present
Council Member Boulgarides    -       Present
Council Member Fisher         -       Present
Council Member Jacobson       -       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.

Rod Spackman, Chevron, congratulated our Council Members elect and our retiring Council Member.

Liz Garnholz, resident, spoke regarding the South Coast Air Quality Management System notice regarding the Generating Plant and possible air pollution and Council's position.

Ron Swanson, resident, thanked outgoing Council Member Jim Boulgarides for his service.

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Jacobson, SECONDED by Council Member Boulgarides to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, BOARDS AND COMMISSIONS

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 2565073 through 2565292 on Register No. 13 in the total amount of $2,554,016.32 and Wire Transfers from 3/21/2008 through 4/04/2008 in the total amount of $1,141,392.23. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Approved City Council Meeting Minutes of April 1, 2008.

MOTION by Council Member Jacobson, SECONDED by Council Member Boulgarides to approve Consent Agenda Items 1 and 2. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA
F. NEW BUSINESS

G. REPORTS – CITY MANAGER – NONE

H. REPORTS – CITY ATTORNEY – NONE

I. REPORTS – CITY CLERK – ITEMS TO BE TAKEN LATER IN THE MEETING

J. REPORTS – CITY TREASURER - Congratulated the newly elected Council Member, and re-elected Officers.

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Boulgarides – Congratulated the elected members. Thanked the Staff for their support and help.

Council Member Fisher – Thanked Council Member Boulgarides for the work he has done on the Council.

Council Member Jacobson – Thanked Council Member Boulgarides for the work he has done and working with him on committees.

Mayor Pro Busch – Thanked Council Member Boulgarides for his dedicated service.

Mayor McDowell – Thanked the entire Council for their work.

L. REPORTS – CITY CLERK

3. Consideration and possible action reciting the fact of the General Municipal Election held on April 8, 2008, declaring the results.

RESOLUTION NO. 4548


MOVED by Council Member Boulgarides, SECONDED by Council Member Fisher to adopt Resolution No. 4548, declaring the results of the General Municipal Election held April 8, 2008.
MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Presentations made to retiring Council Member Jim Boulgarides.
4. Consideration and possible action regarding Administering Oath of Office to City Clerk, City Treasurer and Council Members.

Deputy City Clerk Domann administered the Oath of Office to City Clerk Mortesen.

Clerk Mortesen administered the Oath of Office to Council Members Brann, Busch and Jacobson and City Treasurer Ralph Lanphere.

5. Consideration and possible action regarding election of Mayor and Mayor Pro Tem by seated Council Members.

Council Member Brann nominated Council Member Busch for Mayor. Council Member Jacobson nominated Council Member McDowell for Mayor and was SECONDED by Council Member Busch. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

Mayor opened the floor to nominations for Mayor Pro Tem. MOVED by Council Member Fisher SECONDED by Council Member Brann to nominate Council Member Busch for Mayor Pro Tem. MOTION PASSED BY UNANIMOUS 5/0.

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

Evelyn Somers, resident, spoke regarding the market on Richmond and Mariposa, across from Richmond Street School.

Don Brann thanked the special people who assisted him in his campaign.

ADJOURNMENT at 7:05 p.m.

Cindy Mortesen, City Clerk

RECEPTION IMMEDIATELY FOLLOWING FOR OUTGOING AND INCOMING COUNCIL MEMBERS
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
THURSDAY, APRIL 24, 2008 – 4:00 P.M.

CALL TO ORDER - Mayor McDowell at 4:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present – arrived at 4:06 p.m.
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit per person, 30 minute limit total). Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

Mark Hensley, City Attorney, announced that Council would be meeting in closed session pursuant to items identified on the agenda.

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


Council moved to open session at 5:00 p.m.

Mark Hensley, City Attorney, announced that the City Council unanimously accepted the resignation of City Manager Jeff Stewart that is effective May 1, 2008.

ADJOURNMENT at 5:02 p.m.

______________________________
Mona Shilling, City Clerk Pro Tem
Consideration and possible action (1) authorizing the City Manager to enter into an agreement to accept a grant of $52,483.58 in funding from the California Environmental Protection Agency (Cal/EPA) under Assembly Bill 1130, that authorizes the El Segundo Fire Department to develop and implement an aboveground petroleum storage tank inspection program in El Segundo; and (2) the adopting of a Resolution authorizing the implementation of an aboveground storage tank inspection program within El Segundo. (Fiscal Impact: $52,483.58)

RECOMMENDED COUNCIL ACTION:

1) Authorize the City Manager to enter into an agreement to accept a grant of $52,483.58 in funds from the Cal/EPA to develop and implement an aboveground petroleum storage tank inspection program; 2) Adopt a Resolution authorizing the implementation of an aboveground storage tank inspection program within El Segundo; 3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On October 13, 2007, Assembly Bill 1130 was chaptered, authorizing Certified Unified Program Agencies (CUPA) to regulate aboveground petroleum storage tanks. The purpose of regulating these aboveground storage tanks is to protect the environment from accidental spills of petroleum products, which would impact surface and ground water resources.

(Continued next page)

ATTACHED SUPPORTING DOCUMENTS:

1) Cal/EPA Aboveground Petroleum Storage Act (APSA) Grant Agreement
2) Resolution authorizing City Manager to enter into an agreement with State of California for expenditure of grant funds to implement Aboveground Petroleum Storage Tank Act.

FISCAL IMPACT: $52,483.58

Operating Budget: None
Amount Requested: None
Account Number: 001-300-0000-3703 State Grants $52,500
                   001-400-3205-6206 Contractual Services $52,500
Project Phase: N/A
Appropriation Required: X Yes __No

ORIGINATED BY: DATE:

Kevin S. Smith, Fire Chief April 29, 2008

REVIEWED BY: DATE:

Bill Crowe, Assistant City Manager 4/29/08
BACKGROUND & DISCUSSION, continued:

The El Segundo Fire Department is a CUPA and currently inspects facilities that have aboveground storage tanks. Each facility is checked to ensure they have a Spill Prevention Control and Counter-Measure plan in place. Assembly Bill 1130 requires CUPAs to perform additional inspection elements, elements which were previously performed by the State Water Resources Control Board. Recognizing there would be costs associated with these additional requirements, Cal/EPA has encumbered a minimum of $40,000 for each CUPA in the State to develop and implement a program for the inspection of aboveground petroleum storage tanks, in conjunction with its regular inspections.

To sustain and ensure continuity of this program, the statute allows for the collection of revenues by the CUPA beginning January 1, 2010.
March 10, 2008

Mr. Steve H. Tsumura
Environmental Safety Manager
City of El Segundo CUPA
314 Main Street
El Segundo, California 90245

Dear Mr. Tsumura:

The California Environmental Protection Agency (Cal/EPA) has received the Aboveground Petroleum Storage Act (APSA) grant application for the City of El Segundo Certified Unified Program Agency (CUPA). Cal/EPA has approved and processed the grant application. Please review the enclosed APSA Grant Agreement and return the signed agreement by no later than June 2, 2008. There will be no extensions to this due date since all grant agreements must be processed by June 30, 2008, to encumber the money from the Environmental Protection Trust Fund this fiscal year.

Once Cal/EPA receives City of El Segundo CUPA’s signed grant agreement and local resolution, Cal/EPA will disburse the initial advance allocation of 80 percent of the CUPA’s total allocation for their implementation of the APSA program. The remaining 20 percent of the CUPA’s total allocation will be available on a reimbursement basis after the initial 80 percent has been expended.

If you need further assistance or have questions regarding the APSA Grant Agreement, you may contact John Paine at (916) 327-5092 or jpaine@calepa.ca.gov.

Sincerely,

Jim Bohon, Manager
Unified Program
California Environmental Protection Agency

Enclosure
ABOVEGROUND PETROLEUM STORAGE ACT PROGRAM
GRANT AGREEMENT BETWEEN THE
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF EL SEGUNDO
CERTIFIED UNIFIED PROGRAM AGENCY
AGREEMENT NO. 07-638-550

State and Grantee hereby agree as follows:

1. **PROVISIONS.** The following statute authorizes the State to enter into this Grant Agreement:

   A. California Health and Safety Code, division 20, chapter 6.67, section 25270.11

2. **PURPOSE.** The State shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Environmental Protection Trust Fund (EPTF) to the Certified Unified Program Agencies (CUPAs), in accordance with the formula and process determined by the Secretary for Environmental Protection (Secretary) in consultation with the CUPAs. Up to 80% of the grant is authorized by statute to be paid in advance and will be paid upon approval of the grant. The CUPAs shall expend those funds for the purpose of implementing the Aboveground Petroleum Storage Act (APSA).

3. **GRANT AMOUNT.** $52,483.58

4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on January 1, 2008, and end on March 1, 2010. The grant is for the implementation of the APSA Program from January 1, 2008, through December 31, 2009. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER June 1, 2011.

5. **REPRESENTATIVES.** Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

   **California Environmental Protection Agency**
   **GRANT MANAGER**
   John Paine, Staff Environmental Scientist
   1001 "I" Street, 4th Floor
   Sacramento, California 95814
   Phone (916) 327-5092
   Fax (916) 322-6555
   jpaine@calepa.ca.gov

   **City of El Segundo CUPA**
   **GRANTEE**
   Name of Project Director, Title: Steve H. Tsumura, Environmental Safety Manager
   Street Address: 314 Main Street
   City, Zip: El Segundo, 90245
   Phone: (310) 524-2242
   Fax: (310) 414-0929
   e-mail: stsumura@elsegundo.org

6. **STANDARD AND SPECIAL PROVISIONS.** The following exhibits are attached and made a part of this Agreement by this reference:

   Exhibit A   REPORTING AND INVOICING PROVISIONS
   Exhibit B   SPECIAL AND GENERAL PROVISIONS
   Exhibit C   APSA GRANT APPLICATION
7. **GRANTEE REPRESENTATIONS.** The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. **DEFINITIONS.** The following defined terms apply throughout this Agreement:
   - "APSA" means the Aboveground Petroleum Storage Act;
   - "AST" means aboveground storage tank;
   - "Cal/EPA" means the California Environmental Protection Agency;
   - "CUPA" means the Certified Unified Program Agency;
   - "EPTF" means the Environmental Protection Trust Fund;
   - "Grantee" means City of El Segundo CUPA;
   - "PA" means the Participating Agency;
   - "Project" means the implementation of the Aboveground Petroleum Storage Act;
   - "Secretary" means the Secretary of the California Environmental Protection Agency; and
   - "State" means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

Grantee Signature (as authorized in the resolution)

Grantee Name, Title (Typed/Printed)

Date

By:

Donald A. Johnson, Assistant Secretary
California Environmental Protection Agency

Date
EXHIBIT A

REPORTING AND INVOICING PROVISIONS

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit APSA Program Implementation Status Reports, including invoices for documentation of expenditures, and an inventory of aboveground storage tank (AST) facilities to the Cal/EPA Grant Manager at the following address:

   California Environmental Protection Agency
   Unified Program Section
   c/o John Paine, Staff Environmental Scientist
   1001 "I" Street, 4th Floor
   Sacramento, California 95814

2. Each report shall provide a brief description of all the actions taken and work activities performed during the reporting period. As necessary, the report shall also include a description of any problems encountered or potential issues identified that may affect the terms, conditions, provisions, or commitments contained under this Agreement.

3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.

4. For purposes of the APSA Program Implementation Status Reports, the reporting period is as follows:

   b. 2nd Report = July 1, 2008, to December 31, 2008
   c. 3rd Report = January 1, 2009, to June 30, 2009
   d. Final Report = July 1, 2009, to December 31, 2009

5. Submission of the reports and invoices shall be in accordance with the following schedule:

   a. 1st Report & Invoice Due Date August 1, 2008
   b. 2nd Report & Invoice Due Date February 1, 2009
   c. 3rd Report & Invoice Due Date August 1, 2009
   d. Final Report & Invoice Due Date March 1, 2010

6. For purposes of the inventory of AST facilities, the Grantee shall submit a revision of the Cal/EPA list of AST facilities for the CUPA's jurisdiction. The revision will serve to determine the final percentage share for each CUPA for any funds remaining from the Environmental Protection Trust Fund. The Grantee shall use the format provided in the Cal/EPA list of AST facilities.

7. The Grantee shall submit the revised inventory of AST facilities to Cal/EPA no later than December 1, 2008.

B. INVOICING PROVISIONS

1. Invoices shall be used to depict the expenditures incurred by the Grantee in implementation of the APSA Program from January 1, 2008, through December 31, 2009.

2. The invoice shall include all APSA Program implementation expenditures (direct and indirect) incurred by the Grantee during the reporting period.

3. The invoice shall be submitted as an attachment to the "Implementation Status Report," in accordance with the submission schedule provided above.

4. The Grantee shall use the invoice template format provided by Cal/EPA.
EXHIBIT B

SPECIAL AND GENERAL PROVISIONS

A. SPECIAL PROVISIONS

1. AMENDMENTS: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

2. DISPUTES: The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.

3. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:

a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all EPTF amounts received and expended during the term of this Agreement, including but not limited to:
   i. EPTF advance allocation amounts, including interest earned;
   ii. Additional EPTF allocations amounts;
   iii. All APSA Program implementation expenditures (direct and indirect); and
   iv. Running balance of EPTF allocations and expenditures.

4. RECORDS MANAGEMENT: Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the EPTF allocation that shall adequately document all significant activities and actions relative to the Implementation of the APSA Program, including but not limited to:
   a. Fiscal accounting;
   b. APSA Implementation Status Reports; and,
   c. Invoicing and supporting documentation.

5. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with APSA Program implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and invoices as stipulated in this Agreement.
6. WITHHOLDING OF GRANT DISBURSEMENTS: Cal/EPA may withhold all or any portion of the EPTF allocations provided for by this Agreement in the event the Grantee:
   a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
   b. Fails to maintain reasonable progress toward implementation of the APSA Program.

B. GENERAL PROVISIONS

1. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.

2. AUDIT: Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated EPTF moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

3. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

4. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

5. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

6. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

7. NONDISCRIMINATION: During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

8. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

9. TERMINATION: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation of the EPTF.

10. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
EXHIBIT C

APSA GRANT APPLICATION
(see enclosure)
RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS TO IMPLEMENT THE ABOVEGROUND PETROLEUM STORAGE TANK ACT.

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

SECTION 1: The City Manager, or designee, is authorized to apply for a grant of approximately $52,000 from the California Environmental Protection Agency ("CEPA") in accordance with Health and Safety Code § 25270.11 to be used for implementing the requirements of the Aboveground Petroleum Storage Tank Act (Health and Safety Code §§ 25270, et seq.).

SECTION 2: The City Manager, or designee, is authorized to execute any required documents to receive the grant for the purposes identified herein.

SECTION 3: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 4: The City Council hereby amends or supplements the City’s Budget for fiscal year 2007/2008 or (if applicable) 2008/2009, to appropriate the monies identified herein for the purpose stated in the City’s grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of __________, 2008.

__________________________
Kelly McDowell, Mayor
ATTEST:

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

I, Cindy Mortesen, 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 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 _____, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By: _____________________________
Karl H. Berger, Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

Consideration and possible action to ratify the waiver of the formal bidding process per the El Segundo Municipal Code Section 1-7-10 and authorize payment to Performance Allison Replacement Transmissions for a major transmission rebuild on Truck 32. (Fiscal Impact: $17,696.06)

RECOMMENDED COUNCIL ACTION:

1) Recommend that the City Council ratify the waiver of the formal bidding process per the El Segundo Municipal Code Section 1-7-10, and authorize payment to Performance Allison Replacement Transmissions for a transmission rebuild on Truck 32; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Fire Department’s Truck 32 experienced a major transmission failure in November, 2007. Truck 32 is the only aerial ladder truck in the City and vital to the Fire Department’s emergency response capabilities. As such, the City Manager approved an emergency authorization per Municipal Code Section 1-7-12 to allow this repair to be made expeditiously. Performance Allison Replacement Transmissions performed a rebuild of the transmission. These repairs were completed in December, 2007. Performance Allison Replacement Transmission did not invoice the City for these repairs until March, 2008.

ATTACHED SUPPORTING DOCUMENTS:

Invoice provided by Performance Allison Replacement Transmissions

FISCAL IMPACT: 17,696.06
Operating Budget: $209,850
Amount Requested: $17,696.06
Account Number: 001-400-4601-5204
Project Phase: N/A
Appropriation Required: [ ] Yes [X] No

ORIGINATED BY:            DATE:

[Signature]
Kevin S. Smith, Fire Chief        April 28, 2008

REVIEWED BY:            DATE:

[Signature]
Bill Crowe, Assistant City Manager  4/30/08
# P.A.R.T.s

**PERFORMANCE ALLISON REPLACEMENT TRANSMISSION'S**

SHOP ADDRESS: 120 S. Irwindale Avenue • Azusa, California 91702  
MAILING ADDRESS: 306 N. Yaeleon Ave. • W. Covina, California 91790  
Telephone: (626) 393-6003 • Fax: (626) 334-6003

---

**INVOICE NO.** 4343  
**ATTN Garry**  
**Fax 310-414-0911**  
**DATE 12-5-07**

---

**CUSTOMER ORDER NO.**  
**PHONE NUMBER**

**Sold to:**  
**E1 Segundo Fire**

---

**Vehicle NO.** E32  
**Dealer**

---

**Driver**  
**Shipper**

---

**DESCRIPTION**  
**QUANTITY**  
**UNIT**  
**PRICE**  
**AMOUNT**

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**RECEIVED ON ACCOUNT:** $  
**TOTAL AMOUNT:** $  
**CHECK NO:**  
**RECEIVED BY:**

---

**TERMS ARE NET 10 days. DELINQUENT ACCOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, PURSUANT TO CALIFORNIA CODE. IF IT BECOMES NECESSARY TO FILE SUIT FOR THE COLLECTION OF ANY ACCOUNTS, INCLUDING REASONABLE ATTORNEY'S FEES SHALL BE PAID BY THE BUYER. SIGNATURE ON THIS DOCUMENT INDICATES CUSTOMER AGREES TO ALL TERMS AS STIPULATED.**

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**INVOICE NO.** 4343  
**INVOICE TOTAL:** $17,816.06  
**RECEIVED BY:**
Consideration and possible action regarding adoption of a Resolution to implement a salary range increase for the position of Emergency Services Coordinator in the 2007/08 Fiscal Year Operating Budget. (Fiscal Impact $6,100)

RECOMMENDED COUNCIL ACTION:

1) Adopt the Resolution establishing a basic monthly salary range increase for the job classification of Emergency Services Coordinator; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

In May of 2006, staff conducted an evaluation of the salary range for the position of Emergency Services Coordinator in response to a request for a reclassification review that was initiated by the Emergency Services Coordinator in place at the time. Staff sought to establish a salary mean amongst survey cities with the intention of providing compensation for the position at roughly 5% above the mean. Staff's evaluation found that there was an absence of a reasonable number of similar positions within survey cities from which to develop an appropriate salary mean. The City's past practice in these instances has been to "benchmark" the position being studied with that which is most similar to the El Segundo position. In this case, staff found that the Emergency Services Coordinator position in the City of Torrance served as a sound benchmark. At the time, the salaries were within $12 of one another. Recently, the salary range for the position in Torrance was increased. Staff continues to believe that the position in Torrance is an appropriate benchmark for the position in El Segundo.

(continued on next page)

ATTACHED SUPPORTING DOCUMENTS:

Resolution Establishing a Basic Monthly Salary Range for the Job Classification of Emergency Services Coordinator

FISCAL IMPACT: $6,100
Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required: X Yes NO

ORIGINATED BY:

KEVIN S. SMITH
April 28, 2008

REVIEWED BY:

BILL CROWE
April 30, 2008
BACKGROUND & DISCUSSION:

Staff recommends that the salary range for the position of Emergency Coordinator in El Segundo be changed to be consistent with the benchmark position in Torrance. This change will ensure that the City is able to retain quality staff in the position as well as effectively recruit quality candidates for the position when it is vacant.
RESOLUTION NO.__________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY RANGE FOR THE JOB CLASSIFICATION OF EMERGENCY SERVICES COORDINATOR.

Be it resolved by the Council of the City of El Segundo as follows:

Section 1: The City Council approves the following basic monthly salary range:

<table>
<thead>
<tr>
<th></th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Services Coordinator Range 45S</td>
<td>6054.24</td>
<td>6360.73</td>
<td>6682.75</td>
<td>7021.06</td>
<td>7376.50</td>
</tr>
</tbody>
</table>

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

PASSED AND ADOPTED this ___6th__ day of ____May____, 2008.

________________________________________

Kelly McDowell,
Mayor
I, Cindy Mortesen, 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 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 18th day of March, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cindy Mortesen, City Clerk

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

By:
Karl H. Berger
Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a professional services agreement with Revenue & Costs Specialists, LLC to provide a Cost Allocation and User Fee Study to update the City’s Development Permit Fees (Planning, Building, Plan Check, and Public Works Fees). (Fiscal Impact: $24,000)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to sign a professional services agreement approved as to form by the City Attorney; and/or,
2. Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
At the March 4, 2008 City Council meeting staff presented a report on the status of the Cost Allocation and Fee Study regarding the evaluation and updating of the development fees charged by the City for services. This item is a follow-up to that report.

Staff has prepared and circulated a Request for Proposal (RFP) to qualified consulting firms that have experience in the preparation of these studies. The purpose of the RFP is to assess the City’s current fees and analyze the potential for any increase or additional fees for the services that the City provides.

(Continued on next page)

ATTACHED SUPPORTING DOCUMENTS:
1. Request for Proposal (RFP) Bid Packet
2. Proposal from Revenue & Costs Specialist, LLC

FISCAL IMPACT:
Operating Budget: $309,450
Amount Requested: $24,000
Account Number: 001-400-2402-6214
Project Phase: N/A
Appropriation Required: X Yes _ No

ORIGINATED BY:
Gary Chicots, Director of Planning and Building Safety

REVIEWED BY:
Bill Crowe, Assistant City Manager

DATE: 4-29-08
DATE: 4/29/08
BACKGROUND & DISCUSSION (cont)

Based on City records, the fees for various entitlements and permits have not been reviewed since the mid 1990's. It is important that the City periodically review its fee structure to insure that the fees are appropriate with the services that the City provides. The City's primary objective in this effort is to prepare a comprehensive report that includes legal requirements as well as an analytical approach to the cost allocation process, and the preparation of a user fee study in order to recommend an appropriate fee to be charged for each service provided by the City. In addition, the resulting methodology used by the consultant must comply with all applicable federal, state, and local laws and regulations.

Upon receipt of the requested bids, staff conducted a review of each proposal submitted. That review included the participation of an interview panel consisting of staff from Finance, Building Safety, and Planning.

The following firms have responded to the RFP request. They are as follows;

1. Revenue & Costs Specialist, LLC. $24,000
2. Muni-financial $53,000

Staff reviewed the submitted bid proposals based on technical expertise, familiarity with the City, knowledge of rules and regulations, experience with other comparable local agencies, costs, and presentation. In addition, staff conducted after-interview reference checks as listed in the bid proposals. Based on the review of the bids submitted, both Muni-financial and Revenue & Costs Specialist were very qualified to perform the study. However, based on RFP criteria and the particular needs of El Segundo, the staff has determined that Revenue & Costs Specialist, LLC will provide the best overall program for preparation of the Cost Allocation and User Fee Study.

Upon approval, staff will work with the consultant in the preparation of the Cost Allocation and Fee Study and present a final draft for City Council consideration at a future date. Staff anticipates a final draft of the study by July 30, 2008.

Recommendation

Staff therefore recommends that the City Council authorize the City Manager to sign a professional services agreement approved as to form by the city attorney with Revenue & Costs Specialist, LLC to provide a Cost Allocation and User Fee Study updating the development fees (Planning, Building, Plan Check, and Public Works Fees).
CITY OF EL SEGUNDO

REQUEST FOR PROPOSALS

COST ALLOCATION & USER FEE STUDY

FEBRUARY 22, 2008
City of El Segundo
Finance Department

Bidders List for Request for Proposal
Cost Allocation & User Fee Study

1. Munifinancial California/Southwest Region
   Attn: Arlene Romanelli
   27368 Via Industria, Suite 110
   Temecula, CA 92590
   Voice: (951) 587-3500
   Fax: (951) 587-3510

2. Keyser Marston Associates
   Attn: Calvin Hollis
   500 South Grand Ave.
   Suite 1480
   Los Angeles, CA 90071
   Voice: (213) 622-8095
   Fax: (213) 622-5204

3. Zucker Systems
   1545 Hotel Circle South
   Suite 300
   San Diego, CA 92108
   Voice: (619) 260-2680
   Fax: (619) 260-1138

4. Revenue & Cost Specialists, LLC
   Attn: Rick Kermer
   2545 E. Chapman Ave.
   Suite 103
   Fullerton, CA 92831
   Voice: (714) 992-9020
RFP Data

Commodity Title: Cost Allocation & User Fee Study Consulting Services

Issue Date: February 22, 2008

Please mark envelopes containing your responses with RFP # and Title.

RFP Opening

Day / Date: Thursday, March 13, 2008
Time: 5:00 PM
Location: Finance Department Office
          Attn: Deborah Cullen, Director of Finance
          350 Main Street, Room 4
          El Segundo, CA 90245-3813

Directions:

The Finance department must receive a total of 4 sets (1 original and 3 copies) sealed written Responses no later than the date, time and location indicated above for the Bid Opening. Submittal of Response by fax is not acceptable.

RFP Contents

1.0 SPECIFICATIONS
2.0 EVALUATION CRITERIA
3.0 RFP PROPOSAL SHEET
4.0 VENDOR QUESTIONNAIRE
5.0 INSURANCE REQUIREMENTS
6.0 PROFESSIONAL SERVICES AGREEMENT

The Finance department office must receive a total of 4 sets (1 original and 3 copies) sealed written Responses no later than the date, time and location indicated above for the Proposal Opening.

Note: This RFP does not constitute an order for the goods or services specified.
SECTION 1 - SPECIFICATIONS

A. INTRODUCTION

The City of El Segundo requests proposals for a Cost Allocation & User Fee Study. The scope of work detail for this project is described in this RFP. The resulting methodology for all fees must comply with applicable federal, state and local laws and regulations.

B. BACKGROUND

The City of El Segundo is located 14 miles southwest of Downtown Los Angeles, adjacent to the Los Angeles International Airport. The City was incorporated January 18, 1917, as a general law city, with the Standard Oil Company of California refinery as the major industrial taxpayer and employer. The substantial petroleum base of the local economy remains evident, although the defense industry emerged as a major segment during World War II. Aerospace experienced rapid growth during the early 1980's and accounted for a significant share of El Segundo's industrial growth during those years. The available commercial/industrial space is now attracting new business-to-business retail and services segments and is providing new opportunities to diversify and enhance the revenue sources of the City:

With a daytime population estimated at 70,000 persons, El Segundo is an employment center of regional and statewide significance. Many geographic and regional aspects contribute to the City's appeal to the business community. The City borders the Century Freeway (105) on the north and the San Diego Freeway (405) on the east, both of which provide linkages to the other major freeways traveling north, south and east. Additionally, the city is adjacent to the Los Angeles International Airport and is within 15 miles of the Port of Los Angeles.

The City operates many community facilities including one Police Station, one Public Safety Communications Center, and two Fire Stations. In addition, the City provides the following facilities: one main library; the Joslyn Senior Center; the Teen Center; the Lakes at El Segundo golf course; and fourteen parks, including Recreation Park, the largest in the City, which houses the George E. Gordon Clubhouse, Teen Center, and Joslyn Center where the majority of recreation classes and activities are held.

The City has a Council-Manager form of government, with five Council members and a City Manager. Members of the City Council are elected to alternating four-year terms. Other elected positions include the City Clerk and City Treasurer, both of whom also serve four-year terms. The City government is operated on a Civil Service system of merit appointments and promotions. The positions of City Manager and City Attorney are appointed by and serve at the pleasure of the City Council. Department Heads are appointed by and serve at the will of the City Manager. All other positions are filled by appointment, based on structured, competitive examinations. Currently, the City has 358 authorized full-time and full-time equivalent positions, which provide all municipal
services including Administrative Support Services, Planning and Building Safety, Police, Fire, Recreation and Parks, Library, Cable, and Public Works.

For Fiscal Year 2007/2008 El Segundo has an operating budget of $105.1 million across all funds. The General Fund, which includes public safety, library, recreation and parks, planning and other functions, makes up $55.3 million of the total. While City operations generate revenue from various public services such as permitting and recreational activities, the three primary sources of revenue for the General Fund are from taxes: sales tax ($26.5 million); business tax ($9.2 million); and property tax ($5.8 million). The balance of the budget is attributed to funds for miscellaneous services and grants.

C. OBJECTIVE

The City's primary objective is to obtain a report that includes a legal, comprehensive citywide user fee/rate analysis, calculations for the full cost of each current or potential user fee, and recommendation for the appropriate fee to be charged for each service.

D. SCOPE OF SERVICES REQUIRED – COST ALLOCATION & USER FEE STUDY

Work with selected City staff to prepare an assessment of current fees, analyses of potential additional fees, with a recommended plan for implementation which is both accurate and appropriate for the City's needs.

E. COST ALLOCATION PLAN

The following are to be included in, but not limited to, the Cost Allocation Plan:

- Planning & Building Safety
- Public Works
- Fire Department

F. SCOPE OF SERVICES REQUIRED – USER FEE STUDY

The consultant shall conduct a review of the City's fee and rate structure with the goal of establishing a consistent and objectively based fee and rate structure that meets the needs of the City and its citizens.

G. USER FEE TYPE PLAN

The following User Fee Types are to be included in the User Fee Study:

- All Planning Fees
- All Building Permits
- All Plan Check Fees
- All Work in the Public Right-of-Way
H. CITY'S RESPONSIBILITIES

The City staff will provide the consultant with all relevant information it has pertaining to the City and its operations including operating and capital budgets, the existing cost allocation plan and current fee resolutions and related documents.

I. PROPOSAL FORMAT

Proposal should include the information requested below:

• Cover letter summarizing the proposal, signed and dated by an individual authorized to negotiate a contract on behalf of the firm.

• Scope of work (a description of the work program including a description of deliverables and activities).

• Description of the Project Team. The names, title and qualifications (resumes) of the proposed project manager and support staff and subcontractors who will be conducting the work on this assignment, including their experience and projects in which they had "hands on" responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the project manager's duties, as they would relate to this engagement. Describe your organization, date founded, ownership and other business affiliations, including the number of professionals employed by your firm by classification. Describe the organization structure of staff members and sub-consultants (if any).

• Description of recent projects of a similar nature including client references with names and telephone numbers.

• Outline of the proposed work plan, including the information needed from City staff to complete the project and an estimate of the time and effort needed to assist the consultant in completing the project. Identify your firm's proposed methodology, philosophy and understanding of the City's requested services.

• Proposed project schedule to finish assignment no later than June 30, 2008.

• Project budget for each of the two projects, Cost Allocation Plan and the User Fee Study. A requested payment schedule should accompany the work schedule. Consultant must list "not to exceed amount" for each project budget.

• A list of at least five references for similar projects completed within the last five years, including names of contact persons and telephone numbers.

• Additionally, completion of the attached Professional Services Agreement will be required.
J. **SELECTION PROCEDURE**

The following is an outline of the selection procedure and a tentative time schedule:

- RFP issued
  - February 22, 2008
- Proposal deadline
  - March 13, 2008
- Screen all proposals and determine finalist(s)
  - March 21, 2008
- City interviews with final candidates
  - April 4, 2008
- City Manager’s recommendation to the City Council
  - April 15, 2008
- Work begins
  - TBD
- Completion of project
  - June 30, 2008

K. **PRIMARY CONTACT**

All questions regarding this project should be directed to Deborah Cullen, Director of Finance, via e-mail (but not proposals) to (dcullen@elsegundo.org).

L. **ALTERNATE CONTACTS**

Rolf Schleicher – Fiscal Services Manager
rschleicher@elsegundo.org

Gary Chicots – Director, Planning & Bldg. Safety
gchicots@elsegundo.org

M. **DIRECTIONS FOR DELIVERY OF THE PROPOSAL**

Due to time constraints, the proposal response must be date stamped into the Finance department office no later than 5:00 PM, Thursday, March 13, 2008, to:

RFP for Cost Allocation & User Fee Study Consulting Services
Attn: Deborah Cullen, Director of Finance
El Segundo City Hall
350 Main Street, Room 4
El Segundo, California 90245-3813
N. REVISION TO THE REQUEST FOR PROPOSAL

The City reserves the right to revise the RFP prior to the indicated due date.

O. SCOPE OF REQUIRED SERVICES

The City of El Segundo is seeking a Professional Services firm to provide the following services:

1. Provide information and methodology to be used to conduct a cost allocation & user fee study.

2. Provide information on the reports the firm will issue (include samples).

3. Provide valuation data compiled in a PC readable electronic format by the end of the engagement to allow the City to easily update cost allocation & user fee study.

4. Specifically define what is considered to be the minimum level of data necessary to satisfy cost allocation & user fee study requirements.

5. Discuss qualifications and methodology for performing the following:
   - Review and analysis of the City's current cost allocations & user fees.
   - Extent of involvement expected from City employees.
   - Provide customize excel program to track cost allocation & user fee study by category.

6. Other services, if any required to develop the cost allocation & user fee study will be developed during negotiations with the selected firm.

7. Final scope shall be determined based on the outcome of final negotiations.

Internal management shall be interviewed and local sources of economic data and existing studies, condition assessments, etc. shall be utilized and/or investigated to reduce costs and so that no elements of identifiable value are overlooked.

Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.
SECTION 2 - EVALUATION CRITERIA

Consultants will be evaluated on the following criteria:

A. Project Understanding
   1. Comprehension of the Scope of Services required
   2. Awareness of the City's need
   3. Familiarity with the project type
   4. Familiarity with Cost Allocation & User Fee Study issues

B. Experience
   1. Relevant technical experience
   2. Similar projects completed
   3. City's prior experience with the consultant

C. Capabilities
   1. Capability of developing innovative or cost/time saving techniques
   2. Past performance on related assignments
   3. Stature in industry

D. Local Sensitivity
   1. Knowledge of the area and project
   2. Distance from site; availability

E. Financial Responsibility, Budgeting and Scheduling
   1. Cost control techniques
   2. Ability to complete the project on time and within budget
SECTION 3 - RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Cost Allocation & User Fee Study Consulting Services. Further, if awarded the contract, I agree to perform the work in accordance with the terms and conditions of the bid and enter into the City of El Segundo’s Professional Services agreement as written.

Bid Amounts: For Cost allocation & User Fee Study Consulting Services, as outlined in the specifications:

1. Total cost for "ALL" services specified in this RFP. $ __________________________

2. Identify all position(s) to be allocated in providing services specified above and the minimum number of hours you anticipate allocating for each to perform stated services.

The undersigned agrees to furnish above service in accordance with Notice Inviting Bids, Specification and Bid Form, which are intended to be read and interpreted as a whole.

Bid submitted by (complete all blanks):

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>By (Print name &amp; title):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Street Address:</td>
<td>Signature:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Date:</td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
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<tr>
<td>Email:</td>
<td>Web site:</td>
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<td>Terms:</td>
<td>Delivery:</td>
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<td>________% _______days, net _____days</td>
<td>________days ARO</td>
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March 11, 2008

Ms. Deborah Cullen, Director of Finance
City of El Segundo
350 Main Street, Room 4
El Segundo, CA 90245-3813

IN RE: Request for Proposal - Cost Allocation & User Fee Study

Revenue & Cost Specialists (RCS) appreciates the opportunity to respond with this Proposal to perform a Cost Allocation & User Fee Study. RCS principals have performed similar analysis for over two hundred agencies in five states. RCS has a long and respected history of performing our studies in a professional and expeditious manner using only firm principals - we do not send out junior staff to perform these vital services to our clients.

RCS also has a history of satisfied clients and would strongly encourage the City to check our references.

RCS looks forward to being of assistance to the City of El Segundo and appreciates the opportunity to respond with this proposal.

Sincerely,

ERIC S. JOHNSON
Vice President
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
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<tbody>
<tr>
<td>Scope of Work - Cost Allocation Plan</td>
<td>1</td>
</tr>
<tr>
<td>Scope of Work - User Fee Study</td>
<td>2</td>
</tr>
<tr>
<td>Work Plan - Cost Allocation Plan</td>
<td>3</td>
</tr>
<tr>
<td>Work Plan - User Fee Study</td>
<td>4</td>
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<tr>
<td>Software</td>
<td>6</td>
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<tr>
<td>Timing of Services</td>
<td>7</td>
</tr>
<tr>
<td>Fee for Services</td>
<td>8</td>
</tr>
<tr>
<td>Project Staff</td>
<td>9</td>
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<tr>
<td>Appendix A - Resumes</td>
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</tr>
<tr>
<td>Appendix B - References</td>
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</tbody>
</table>
City of El Segundo - Cost Allocation & User Fee Study Proposal

SCOPE OF WORK

User Fee Study

RCS proposes to utilize its copyrighted Governmental Business System which uses a Windows-based stand-alone program to calculate the full-business cost of all current fee and potential fee services within the following areas:

- All Planning Fees
- All Building Permits
- All Plan Check Fees
- All Work in the Public Right-of-Way

This process will include all of the above services in the following departments:

- Planning & Building Safety
- Public Works
- Fire Department
City of El Segundo - Cost Allocation & User Fee Study Proposal

WORK PLAN

Cost Allocation Plan

RCS proposes to follow the following outline of the major steps and milestones in the process:

Identify Subpools and Allocate Staff Time

Identify Subpools for indirect departments and allocate staff time and costs to those subpools. City staff time would be approximately 1-2 hours per department in this process and would need to meet with consultant to establish subpool listing, quantify department staff time involved in those subpools, and review the results.

Develop Allocation Factors

Identify and review index of methods of allocation for each subpool identified. It is this index which will form the basis for allocation of the costs. City staff time could vary widely depending on the availability of the data which will form the basis of the index. For example, if the number of departmental charges is the basis for spreading the Accounts Payable function, and City staff has that information readily available, then staff time will be minimal. Therefore, City staff involvement for data gathering is a function of the availability of this required information.

Review Results with Departments

Calculate allocations to the functional centers and review the results with the managers of the various indirect departments. City staff time for this process will be 1-2 hours per department to review the results of the allocations.

Prepare Draft Cost Allocation Plan and Review with City Staff

Make any changes and prepare a Draft Report with allocations to end user departments. RCS will review this Draft Report with the City's management group and make any necessary adjustments.

Prepare Final Cost Allocation Plan

Make any changes and prepare a Final Report with allocations to end user departments. If requested, RCS will make a presentation to the City Council to assist in their understanding of the cost allocation process and its results.
City of El Segundo - Cost Allocation & User Fee Study Proposal

WORK PLAN

User Fee Study

RCS proposes to follow the following outline of the major steps and milestones in the process:

Kick-off Meeting

Conduct a meeting with City staff explaining the operational methodology of the study and the role of City staff. We will work with City staff to determine the calculation method that the City wants, and is allowed, to use. For instance, for Building Permits we could determine that we want to continue to use valuation for Building Plan Check and Inspection, but cost out the various permits for Mechanical, Electrical, and Plumbing individually. The end result, whichever method is utilized, will be a fee structure that best fits the City of El Segundo.

Determine Staff Time Allocations

Interview personnel providing "end-user" services to insure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the step above. We do not ask City staff to do our job by filling out forms detailing where they spend their time. This iterative process, and the fact that we allocate 100% of all departmental staff, allows everyone to insure that the information being generated is valid and reliable.

Develop Fully Allocated Hourly Rates

Develop a fully allocated hourly rate for the calculation of each departmental employee, including salaries and benefits, miscellaneous operating service and supply costs, overhead costs from the above Cost Allocation Plan, debt service, and other direct costs as identified, which can be used for all charging and costing processes.

Prepare Draft Report

Prepare a draft report that identifies the total costs for each service, the current fees, and makes fee recommendations for each service presented. RCS will review this draft report with the departments, so that each department will have final input on the fees presented in the final report.
Prepare Final Report

Based on staff input, prepare a final report, which will have recommendations for new fees and subsidy percentages and projections of new revenues from those fees. All recommended fees will be in compliance with Propositions 4 and 218 and any other applicable laws.

Present Report to the City Council

Assist the City Council in the review and adoption of revised service fees and subsidy percentages and assist the staff in the implementation of the revised service fees at up to two meetings.
SOFTWARE

RCS has developed a unique and sophisticated Windows-based stand-alone software package that is both user friendly and comprehensive at the same time. The navigation between modules is clear and easily understood while the mechanisms for inputting data is not contrived and duplicative. Once a number is put into the system no further adjustments are necessary. The system is based on an easily downloaded package. It is not a spreadsheet based format, but uniquely designed for municipal City purposes in determining cost allocations and service costs. This is the software that will be turned over to the City at the conclusion of the project and training provided at that time.

This will allow the City to continuously update the Cost Allocation and User Fee Studies, as well as input hypothetical services to calculate the estimated costs of providing new services.

Additionally, RCS commits as a firm to making our clients independent of consultants for updating the results of our reports. We have an active user group, an active group of City staff responsible for updating their service costs, and RCS has committed to its user group that any improvements in our software will be provided at no additional cost to our licensed users.

A demonstration of the software can be downloaded at www.costallocation.com.
City of El Segundo - Cost Allocation & User Fee Study Proposal

TIMING OF SERVICES

Work would begin immediately on notification by the City. RCS proposes to complete the work based on the following schedule:

COST ALLOCATION STUDY PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>TASK</th>
<th>PERIOD</th>
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<tbody>
<tr>
<td>Identify Subpools and Staff Allocation Times</td>
<td>Weeks 1 - 3</td>
</tr>
<tr>
<td>Develop Allocation Factors</td>
<td>Weeks 1 - 3</td>
</tr>
<tr>
<td>Prepare Draft Report and Review with City Staff</td>
<td>Week 4</td>
</tr>
<tr>
<td>Prepare 5 copies of Final Report</td>
<td>Week 6</td>
</tr>
</tbody>
</table>

USER FEE STUDY PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>TASK</th>
<th>PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection of staff times and services units</td>
<td>Weeks 1 - 4</td>
</tr>
<tr>
<td>Prepare Draft Report and Review with City Staff</td>
<td>Week 6</td>
</tr>
<tr>
<td>Prepare 20 copies of Final Report</td>
<td>Week 8</td>
</tr>
</tbody>
</table>

The above schedule is tight and would require availability of staff for review of the data and results.
City of El Segundo - Cost Allocation & User Fee Study Proposal

FEE FOR SERVICES

Basic Fee. The basic fee for RCS to perform the above tasks is as follows:

Cost Allocation Plan ....................................................... $8,000
User Fee Study ............................................................... $16,000
Windows-based Municipal Business System Software and Training ........... $6,000
(Plus appropriate Sales Tax)

The above fees cover all costs except the following additional costs which the City may incur:

- any business license tax imposed on RCS which is not waived by the City,
- insurance coverage beyond our basic general liability and workers compensation requiring an additional premium\(^1\),
- sales or use tax or any other tax imposed on these fees, and
- report reproduction beyond identified number of copies of the final Reports.

RCS will submit three equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission. The software, if the City chooses that option, will be billed at the end of the project after the software has been installed at the City.

Term of Offer. These prices and the Proposal will be honored until June 30, 2008.

\(^1\)RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability insurance with a minimum combined single limit coverage of $1,000,000 and professional liability insurance with a minimum coverage of $1,000,000 per occurrence.
City of El Segundo - Cost Allocation & User Fee Study Proposal

PROJECT STAFF

Our professional qualifications are attached hereto as Appendix A. Only firm principals will be involved in the project.

Rick Kermer, CPA, President

Eric Johnson, Vice President

Jim Seagraves, Vice President

REFERENCES

We have completed similar projects for the jurisdictions listed in Appendix B and would request you to contact them for references. A more extensive and specific list can be provided on request. Please also see listings on individual professional resumes.

CONCLUSION

RCS looks forward to being of assistance to the City of El Segundo in identifying and allocating its costs.
Consideration and possible action regarding adoption of plans and specifications for the 2007-2008 annual contract for curb, handicap access ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 08-05. CDBG Project No. 601066-07. (Fiscal Impact: $242,000)

RECOMMENDED COUNCIL ACTION:

(1) Approve plans and specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On an annual basis, the City contracts for the repair of displaced sidewalks, curbs and driveways citywide. This year, a fund in the amount of $100,000 is available for sidewalk, curb and driveway repair from Gas Tax. An additional $142,000 in Community Development Block Grant Funds is available for the construction of curb ramps to enhance handicapped access at corners. A list of locations to be improved under this project is attached.

Plans and Specifications are available for review at the Public Works counter and City Clerk's Office.

ATTACHED SUPPORTING DOCUMENTS:

- Location Map
- List of addresses

FISCAL IMPACT: $242,000

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ORIGINATED BY: Stephanie Katsouleas

Stephanie Katsouleas, Public Works Director 4-29-08

REVIEWED BY: Bill Crowe

Bill Crowe, Assistant City Manager 4/29/08
<table>
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Consideration and possible action regarding approval of a resolution authorizing submittal of a Fiscal Year 2008/09 application to the California Department of Conservation for a grant authorized under the California Beverage Container Recycling and Litter Reduction Act. (Fiscal Impact: $5,000 in grant fund revenue)

RECOMMENDED COUNCIL ACTION:

(1) Adopt the attached Resolution; (2) Authorize the Mayor to sign the resolution; (3) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Department of Conservation is awarding $10.5 million to eligible cities and counties for beverage container recycling and litter cleanup activities. The City of El Segundo has applied for and received this grant annually since 2003. To date, the funding has been used to (1) establish classroom recycling at the elementary schools and high school, (2) purchase recycled plastic lumber benches, tables and recycling containers in Recreation Park, Holly/Kansas Park, Clutters Park and Library Park, and (3) provide technical assistance and outreach to increase awareness of waste reduction and recycling. Grant funding for FY 2008/09 will be used to continue these activities and establish classroom recycling at the middle school.

ATTACHED SUPPORTING DOCUMENTS:

Resolution for the Beverage Container Recycling Grant.

FISCAL IMPACT: $5000 in grant funding

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: None
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works

REVIEWED BY: Bill Crowe, Assistant City Manager
RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE CALIFORNIA DEPARTMENT OF CONSERVATION PURSUANT TO THE CALIFORNIA BEVERAGE CONTAINER RECYCLING AND LITTER REDUCTION ACT.

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

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

A. The California Beverage Container Recycling and Litter Act ("Act") that provides Funds to cities and counties for beverage container recycling and litter cleanup Activities;

B. The California Department of Conservation’s Division of Recycling ("Department") has the responsibility for implementing and administering the Act;

C. Pursuant to Public Resources Code §14581(a) (4) (E), the City must submit a funding request form to the Department within ninety days after May 6, 2008.

SECTION 2: The City Manager, or his designee, is authorized to apply for funding from the Department under the Act for beverage container recycling and litter cleanup activities.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive the funding for the purposes identified in the Resolution.

SECTION 4: The City Manager or designee is authorized to accept and spend the grant monies identified in this Resolution for the purposes stated above.

SECTION 5: The City Council amends or supplements the City’s Budget for Fiscal Year 2008/09 and appropriates the monies identified by this Resolution to pay for activities proposed by the City in support of funding request form. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of ______, 2008.
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF EL SEGUNDO  

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. __________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ______ day of ______________, 2008, and the same was so passed and adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

ATTEST:

__________________________  
Cindy Mortesen,  
City Clerk  

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

By:  
__________________________  
Karl H. Berger  
Assistant City Attorney
Consideration and possible action to adopt a resolution which authorizes the City Manager, or a designee to apply for, receive and appropriate funds from the State of California for Capital Improvement Projects to be funded with Proposition 1B funding. (Fiscal Impact: $400,000 grant fund revenue)

RECOMMENDED COUNCIL ACTION:

(1) Adopt the attached resolution authorizing the City Manager, or designee to apply for, receive, and appropriate Proposition 1B funds; (2) Authorize the Mayor to sign the Resolution; (3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

State Proposition 1B has earmarked a total $2 billion for counties and cities to make safety improvements and repairs to local transportation facilities. El Segundo is eligible to receive $400,000 during this 2007/08 fiscal cycle. In order for the City to receive the funds, Council is required to approve their use by resolution and staff must submit evidence of that approval to the California Department of Finance (DOF) as part of its application process. Once the proof of approval and application are received, DOF will notify the State Controllers Office, who will then transmit the funds to the City. Lastly, the Proposition provides the City the flexibility to prioritize and determine which project(s) the 2007/08 funds will be allocated toward and the funds must be expended by June 30, 2010.

ATTACHED SUPPORTING DOCUMENTS:

Resolution for the Prop 1B funding

FISCAL IMPACT: $400,000 Prop 1B grant award

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: N/A
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
DATE: 4-29-08

REVIEWED BY: Bill Crowe, Assistant City Manager
DATE: 4/29/08
RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO APPLY FOR, RECEIVE AND APPROPRIATE FUNDS FROM THE STATE OF CALIFORNIA FOR CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED WITH PROPOSITION 1B FUNDING

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

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

A. The City of El Segundo is required to appropriate the spending of funds received for normal and capital activities;

B. The State of California appropriated Proposition 1B funding with its 2008/09 budget, and the amount allocated to the City of El Segundo is $400,000;

C. The State of California's Department of Finance is requiring evidence of the adoption of a spending plan for the Fiscal Year 2008/09 Proposition 1B funds that have been allocated to the City of El Segundo.

SECTION 2: The City Manager, or designee, is authorized to apply for funding from the State of California for Proposition 1B funding.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive the funding for the purpose identified in this Resolution.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the Proposition 1B funding identified in this Resolution for the purposes stated above.

SECTION 5: The City Council amends or supplements the City’s Budget for Fiscal Years 2008/09 to appropriate the funds identified by this Resolution to pay for activities proposed by the City in support of the funding request. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this ______ day of May 2008.

____________________
Kelly McDowell
Mayor

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five, that the foregoing Resolution No_______ was duly passed and adopted by said City Council, approved and signed by the Mayor and City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ______ day of ______, 2008, and the same was so passed and adopted by the following roll call vote:

AYES

NOES

ABSENT

ABSTAIN

ATTEST

____________________
Cindy Mortesen
City Clerk

APPROVED AS TO FORM
Mark D Hensley, City Attorney

By____________________
Karl H Berger
Assistant City Attorney
Consideration and possible action regarding the award of a Standard Public Works Contract to Shaw Industries Inc. for the installation of new carpet at the Park Vista Senior Apartments (615 E. Holly Avenue) in the amount of $73,415.73 and The Lakes Golf Course (400 S. Sepulveda Boulevard) in the amount of $19,738.95 (Fiscal Impact: $93,154.68).

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with Shaw Industries Inc. in the amount of $93,154.68; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The existing carpet at Park Vista Senior Apartments is worn and requires replacement. Replacement of the carpet is scheduled and budgeted through the Park Vista Senior Housing operating budget. The carpet at The Lakes Golf Course is also scheduled for replacement with funding provided by the golf course enterprise fund. Staff recommends piggybacking onto the State of California Contract No. 4-97-72-0008A with Shaw Industries Inc. for purchase of carpeting at both of these facilities.

The State contract was secured through a competitive bid process, and other public agencies can piggyback onto the contract to take advantage of competitive pricing. City Council recently approved a similar piggyback contract for re-carpeting of the City Library (2006) and Joslyn Center (2007).

ATTACHED SUPPORTING DOCUMENTS:

Shaw Industries Price Quote for Park Vista Senior Apartments and The Lakes Golf Course

FISCAL IMPACT: $93,154.68

Amount Requested: $93,154.68
Account Number: 503-400-5301-8104 - $19,738.95 Golf Course Enterprise Fund
$73,415 Park Vista Operating Budget
Project Phase: Award of Contract
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas
Stephanie Katsouleas, Public Works Director 4-29-08

REVIEWED BY: Bill Crowe
Bill Crowe, Assistant City Manager 4/29/08
**Proposal Submitted To**
City of El Segundo

**Attention**
Richard Hogate

**Phone**
(310) 524-2339

**Fax**
(310) 322-2756

**Date**
03/27/08

---

**Proposal Name**
The Lakes at El Segundo

**Job Name**
City of El Segundo

**Job #**
5948

**Street**
15 East Holly Avenue

**Job Street**
400 S. Sepulveda Blvd.

**Proposal ID**
7046

---

**City, State and Zip**
El Segundo, CA 90245

**Architect**
CMAS

**Date of Plans**

**Add #**

**Job City, State and Zip**
EL SEGUNDO, CA 90245

**Customer Job #**
None

**Customer PO**
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**We hereby submit specifications and estimates for:**

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**Base Bid Total:** $19,738.95

---

**Proposal Inclusions and Exclusions:**

1. CMAS Contract 4-97-72-0008A
2. Local Contact: Stuart Sharts 805-432-9097
3. All pricing is based on work being completed during normal working hours, on prevailing wage.

---

**Customer:** City of El Segundo

**Signed:**

**Date:**

---

Page 1 of 2
Proposal Inclusions and Exclusions:

4. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.

5. Exclusions: attic stock, major floor prep, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.

6. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.

7. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.

8. Proposal does not include removal of any materials containing asbestos.

9. Please fax your Purchase Order to the Strategic Solutions Group at fax # 706-271-0611 to initiate the order process. A purchase order is required before materials can be shipped.

10. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than “acts of God” will result in charges for down-time.

11. Lines 1-7 include Pro Shop, Pro Shop Office and Closet.

12. Lines 8-13 include Front Lobby, Front Lobby Office, Restaurant and Banquet Room.

13. Lines 14-18 include Snack Bar.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Teresa Taylor
Teresa Taylor
$19,738.95

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.

2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw’s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.

3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.

4. Prior to commencement of Shaw’s work: (a) Customer shall test all concrete subfloors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw’s work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers’ requirements for installation will require correction or the execution of a separate waiver agreement.

5. All work is contingent upon strikes, accidents or delays beyond Shaw’s control. Customer shall carry insurance for all hazards, including fire. Shaw’s workers are fully covered by Worker’s Compensation and Liability Insurance.

6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw’s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.

You are authorized to do the work as specified.

Customer: City of El Segundo
Signed: ____________________________ Date: __________

Page 2 of 2
We hereby submit specifications and estimates for:

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<tr>
<th>Item Description</th>
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<th>UOM</th>
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<td>Install carpet on seven (7) staircases</td>
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<td>Install rubber base around all walls</td>
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Base Bid Total: $73,415.73

Proposal Inclusions and Exclusions:

1. CMAS Contract 4-97-72-0008A
2. Local Contact: Stuart Sharts 805-432-9097
3. All pricing is based on work being completed during normal working hours, on prevailing wage.
4. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
5. Exclusions: attic stock, major floor prep, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
6. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. Work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.
7. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
8. Proposal does not include removal of any materials containing asbestos.
9. Please fax your Purchase Order to the Strategic Solutions Group at fax # 706-275-2639 to initiate the order process. A purchase order is required before materials can be shipped.
10. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.

Customer: City of El Segundo  Signed: ___________________________ Date: __________
We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Teresa Taylor

Teresa Taylor

$73,415.73

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.

2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.

3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.

4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) if Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.

5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.

6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: City of El Segundo

Signed: ____________________________ Date: ____________
Consideration and possible action authorizing the City Manager to execute a Memorandum of Agreement (in a form as approved by the City Attorney) with the City of Los Angeles for Monitoring Services to test for bacteria at shoreline storm drain outlets. Testing is required to comply with California’s Regional Water Quality Control Board storm water regulations. (Fiscal Impact: $2,100)

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager to execute a Memorandum of Agreement (MOA) in a form as approved by the City Attorney with the City of Los Angeles for Monitoring Services; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

In 2002 the Regional Water Quality Control Board (RWQCB) adopted Resolutions No. 2002-004 and No. 2002-022 establishing dry and wet weather Total Maximum Daily Load (TMDL) limits (respectively) for bacteria discharged to Santa Monica Bay beaches. These TMDLs were incorporated into the MS4 Permit (NPDES Permit) readopted on December 13, 2001. Currently, the County and several public agencies covered under the MS4 Permit, including El Segundo, must test for bacteria at beach storm drain outlets to assure that TMDL limits are not exceeded.

This MOA allows El Segundo to contract with the City of Los Angeles, an agency which has the capabilities, expertise and equipment to perform the required bacteria testing.

ATTACHED SUPPORTING DOCUMENTS:

Memorandum of Agreement

FISCAL IMPACT: $2,100.00

Operating Budget: Public Works Storm Drain Contractual Services Fund
Amount Requested: $2,100
Account Number: 301-400-4302-6206
Project Phase: Renewal
Appropriation Required: No

ORIGINATED BY: 
Stephanie Katsouleas, Director of Public Works

DATE: 4-29-08

REVIEWED BY: 
Bill Crowe, Assistant City Manager

DATE: 4/29/08
MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF LOS ANGELES AND CITY OF EL SEGUNDO

FOR

SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TMDLs
SHORELINE WATER QUALITY MONITORING
MEMORANDUM OF AGREEMENT

SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TMDLs
SHORELINE WATER QUALITY MONITORING

This Memorandum of Agreement ("MOA") is made and entered into by and between the CITY OF LOS ANGELES ("Los Angeles") and CITY OF EL SEGUNDO ("El Segundo") collectively referred to herein as the "Parties" or individually as "Party".

WHEREAS, on January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB") adopted Resolution No. 2002-004 ("Resolution 2002-004"), establishing the limit for the Total Maximum Daily Loads for bacteria during dry weather for Santa Monica Bay Beaches, a true and correct copy of which can be located on the internet at http://www.waterboards.ca.gov/losangeles/water_issues/programs/tmdl/tmdl_list.shtml; and

WHEREAS, on December 12, 2002, the RWQCB adopted Resolution No. 2002-022 ("Resolution 2002-022"), establishing the limit for the Total Maximum Daily Loads for bacteria during wet weather for Santa Monica Bay Beaches, a true and correct copy of which can be located on the internet at http://www.waterboards.ca.gov/losangeles/water_issues/programs/tmdl/tmdl_list.shtml; and

WHEREAS, Resolutions 2002-004 and Resolution 2002-022 are jointly referred to herein as "Bacteria TMDLs"; and

WHEREAS, the Bacteria TMDLs became effective on July 15, 2003; and

WHEREAS, the Bacteria TMDL was incorporated into the National Pollutant Discharge Elimination System Permit regarding Waste Discharge Requirements For Municipal Stormwater and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities therein, except the City of Long Beach, dated December 13, 2001 ("NPDES Permit") and amended on September 14, 2006, by Order R4-2006-0074; and

WHEREAS, the Bacteria TMDLs address documented bacteriological water quality impairments at 44 beaches from the Los Angeles/Ventura County line (to the northwest) to Outer Cabrillo Beach (just south of the Palos Verdes Peninsula); and

WHEREAS, the Bacteria TMDLs required for a monitoring plan to be submitted to RWQCB for approval; and

WHEREAS, on April 28, 2004, RWQCB approved the Santa Monica Bay Beaches Bacterial TMDLs’ Coordinated Shoreline Monitoring Plan ("Monitoring Plan") submitted by the Counties of Los Angeles and Ventura, Los Angeles County Flood Control District, Caltrans, California Department of Parks and Recreation, Cities of Los Angeles, Calabasas, Santa Monica, El Segundo, Rancho Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills, Rolling
Hills Estates, Manhattan Beach, Hermosa Beach, Culver City, West Hollywood, Beverly Hills, Agoura Hills, Thousand Oaks, Westlake Village, Simi Valley, Hidden Hills, Inglewood, and Torrance (collectively herein referred to as “Municipalities”, or individually as Municipality); and

WHEREAS, the Parties intend to enter into an agreement to cooperatively establish a monitoring program that is consistent with the approved Monitoring Plan and consistent with the provisions of the Bacteria TMDLs; and

WHEREAS, Los Angeles has the expertise and equipment to perform monitoring services consistent with the Monitoring Plan (hereinafter "Monitoring Services"); and

WHEREAS, El Segundo is willing to pay Los Angeles to perform Monitoring Services on their behalf at locations identified in Exhibit A and Los Angeles is willing to provide, perform and to be reimbursed for such Monitoring Services as indicated in Exhibit B; and

NOW, THEREFORE, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE I – Purpose of MOA

1. Purpose of MOA – The purpose of this MOA is to memorialize the Parties' willingness to coordinate the payment and performance of Monitoring Services that are consistent with the provisions of the Monitoring Plan and the Bacteria TMDLs.

2. Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan (Monitoring Plan) – The Bacteria TMDLs provide for a Monitoring Plan to be submitted to the RWQCB for approval by November 12, 2003. The Monitoring Plan identifies all the monitoring locations, the type of monitoring and the frequency of monitoring. RWQCB approved the Monitoring Plan on April 28, 2004; the approved Monitoring Plan can be located on the internet at http://dpw.lacounty.gov/wmd/NPDES/beachplan/Contents.pdf.

ARTICLE II– Responsibilities of Los Angeles

1. Monitoring – Los Angeles will perform Monitoring Services at locations as indicated in Exhibit A on behalf of El Segundo. Performance of Monitoring Services by Los Angeles at locations listed in Exhibit A is expressly conditioned upon all Participating Municipalities listed in Exhibit A entering into monitoring services agreements with Los Angeles for the performance of Monitoring Services. Los Angeles will not be obligated to perform Monitoring Services, and El Segundo will not be obligated to pay Los
Angeles for such Monitoring Services until said condition is satisfied. If Los Angeles does not obtain similar agreements with all Participating Municipalities in order to perform Monitoring Services at locations listed in Exhibit A that will be consistent with the timeframes set forth in the Monitoring Plan and the Bacteria TMDLs, El Segundo may seek to have the Monitoring Services performed by another entity.

2. **Cost per monitoring location** – Los Angeles, in consultation with the Participating Municipalities, established each Municipality's share of cost for the Monitoring Services. The cost allocation percentages among Participating Municipalities and the estimated cost for each monitoring location are shown in Exhibit A.

3. **Reports** – Los Angeles will submit monitoring reports to RWQCB each month and forward a copy to El Segundo as described in the Monitoring Plan.

4. **Exceedances** – Los Angeles will conduct accelerated monitoring according to existing Los Angeles County Department of Health Services protocol at each location where exceedance is detected. Exceedance will be determined according to the Monitoring Plan. Los Angeles will provide additional accelerated monitoring at the request of El Segundo. This MOA does not include any research or investigation of the reason(s) or source(s) that caused the exceedance.

**ARTICLE III – Responsibilities of El Segundo**

1. **Documentations** – El Segundo agrees to provide all readily available information and documentation to Los Angeles that is deemed necessary to perform the Monitoring Services at no cost to Los Angeles.

2. **Grant of Access Rights** – During the term of this MOA, El Segundo hereby grants to Los Angeles the right of access and entry to, but not limited to, all storm drains, channels, creeks, beaches, and existing monitoring stations at beaches subject to this MOA at all reasonable times for the purpose of performing the duties and obligations described in this MOA.

3. **Cost Reimbursement** – El Segundo agrees to reimburse Los Angeles for the amount as shown in Exhibit B annually for the systematic weekly monitoring and accelerated monitoring.

**ARTICLE IV – Invoice and Payment**

1. **Annual Payment** – El Segundo shall reimburse Los Angeles an amount as shown in Exhibit B annually to cover the systematic weekly and accelerated monitoring services performed by Los Angeles. The Annual Payment shall be increased by the Consumer
Price Index (CPI) annually. The accelerated monitoring cost shown in Exhibit A is an estimate only; the actual cost of the accelerated monitoring will be reconciled with the next Annual Payment. Notwithstanding the foregoing, the Annual Payment shall be revised only upon mutual consent of both parties in writing.

2. **Invoice** – Los Angeles will invoice El Segundo for the annual payment in January of each calendar year, beginning January 2009 for that fiscal year (July 1 to June 30). El Segundo shall pay the invoice within 45 days of its receipt from Los Angeles.

3. **Late Payment Penalty** – Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.

**ARTICLE V – Term of MOA**

1. The term of this MOA shall begin upon all Participating Municipalities listed in Exhibit A entering into monitoring services agreements with Los Angeles for the performance of Monitoring Services and shall terminate on June 30, 2009. During the unexpired term of this MOA, either Party may demand that the other Party negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of any of the following changed circumstances:

   A. There is a material change in the regulatory framework for stormwater and urban runoffs; or

   B. There is a proposed change, either addition or deletion of monitoring locations, tests and frequency of tests; or

   C. There is a material change in the cost of providing monitoring in the approved locations

2. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until either El Segundo requests Los Angeles in writing to cease the Monitoring Services on behalf of El Segundo or a new MOA is executed for employing Los Angeles to perform Monitoring Services on behalf of El Segundo, but not
to exceed twelve (12) months. The cost for the monthly monitoring shall be one twelfth of the annual cost.

ARTICLE VI – General Provisions

1. Notices – Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

City of Los Angeles:

Invoice:

City of Los Angeles
Bureau of Sanitation
Public Works Building
1149 S. Broadway, 9th floor
Los Angeles, CA 90015
Attention: Financial Management Division
Fax No.: 213-485-4269

Others:

City of Los Angeles
Hyperion Treatment Plant
Bureau of Sanitation
12000 Vista Del Mar
Harry Pregerson Technical Support Facility
Playa Del Rey CA 90293
Attention: Environment Monitoring Division
Fax No.: (310) 648-5731
City of El Segundo:

City of El Segundo  
350 Main Street  
El Segundo, CA  90245  
Attention: Public Works Director  
Fax No.: (310) 640-0489

2. **Relationship of the Parties** – The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOA.

3. **Cooperation, Further Acts** – Parties shall cooperate fully with one another to attain the purposes of this MOA.

4. **Amendments** – All amendments must be in writing, approved and executed by both Parties. The authorized signatory of this MOA is authorized to execute any amendments that do not extend this MOA by more than twelve months and/or increase in cost for less than $ 5,000.

5. **Indemnification** – Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOA. Both Parties shall indemnify, defend, and hold one another harmless for all losses, claims, and liability (including attorney fees and costs) arising to the extent of their negligence or willful misconduct.

6. **Governing Law** – This MOA is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

7. **Severability** – If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.
IN WITNESS WHEREOF, the Parties to this MOA have caused this MOA to be executed on their behalf as of the date specified below, respectively, as follows:

CITY OF LOS ANGELES

Attest:

Cynthia M. Ruiz, President
Department of Public Works

Karen E. Falfayan
Interim City Clerk

Approved as to Form:
Rockard J. Delgadillo
City Attorney

Christopher M. Westhoff
Assistant City Attorney
CITY OF EL SEGUNDO
A general law city

Attest:

Jeff Stewart
City Manager

Cindy Mortesen
City Clerk

Approved as to Form:
Mark D. Hensley, City Attorney

Karl H. Berger
Assistant City Attorney
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<td>1.24</td>
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Note:

- New 2006 cost per exceedance: $118.32
- New 2008 cost per sample: $110.82
- New 2008 cost per observation: $36.46

EXHIBIT A
## ESTIMATED ANNUAL MONITORING SERVICE COST BY AGENCY

<table>
<thead>
<tr>
<th>TMDL Monitoring Station</th>
<th>County of Los Angeles</th>
<th>Caltrans</th>
<th>Cal. Dept. Rec. &amp; Parks</th>
<th>City of Malibu</th>
<th>City of Los Angeles</th>
<th>City of Calabasas</th>
<th>City of El Segundo</th>
<th>City of Santa Monica</th>
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<tbody>
<tr>
<td>1-02</td>
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<td>$341.71</td>
<td>$71.46</td>
<td>$5.87</td>
<td>$23.63</td>
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| Subtotal                | $45,518               | $25,630  | $979                   | $585           | $867                | $593            | $16,119           | $9,050              | $20,479             | $14,969             | $193                | $109                | $1,236              | $886                | $2,210              | $2,607              |
| Total                   | $71,147.83            | $1,563   | $1,460                 | $25,169        | $36,448             | $302            | $2,122            | $8,817              | $2,927.53            | $2,404.26            | $0.00                | $0.00                | $0.00                | $0.00                |

**EXHIBIT B**
Consideration and possible action regarding approval of a resolution of the City Council authorizing the City Manager or designee to authorize the County of Los Angeles to act on the City's behalf to apply for, receive, and appropriate grant funds from the California Integrated Waste Management Board for the 14th Cycle Used Oil Block Grant. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

(1) Adopt the attached Resolution and (2) Authorize the Mayor to sign the Resolution; (3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The California Integrated Waste Management Board (CIWMB) Used Oil Recycling Program develops and promotes safe alternatives to the illegal disposal of used oil. Through a Used Oil Recycling Block Grant, funding is available to California cities and counties to establish used oil collection sites and promote the proper disposal of used oil.

To be eligible for funding, a jurisdiction must establish a used oil collection site within its boundaries. Collection sites can include service garages, automobile parts retailers, and service station with facilities to accept and store used oil. Currently, there are no such facilities in El Segundo.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: None

<table>
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<th>Operating Budget:</th>
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<td>Account Number:</td>
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<tr>
<td>Project Phase:</td>
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<td>Appropriation Required:</td>
<td>No</td>
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ORIGINATED BY:  
Stephanie Katsouleas, Director of Public Works  
DATE: 4-29-08

REVIEWED BY:  
Bill Crowe, Assistant City Manager  
DATE: 4/29/08
Background and Discussion (con’t):

For several years, a service station in El Segundo was certified as a used oil collection site. The station had a garage and was able to accept used oil from residents, particularly on weekends. In 2003, the station eliminated the garage’s weekend hours and ultimately discontinued used oil collection. Staff attempted to establish a new collection site with no success. The City’s unique demographics coupled with the grant requirements has made it difficult to establish a new site within city limits.

El Segundo residents do have several regional options to recycle oil: 1) Los Angeles County, household hazardous waste collections events, which are held periodically in El Segundo and neighboring cities; 2) permanent collection sites in neighboring cities (i.e., Pep Boys, EZ Lube); and 3) the City of Los Angeles household hazardous waste collection center at Hyperion, which is open on weekends.

The County of Los Angeles is the Regional Lead for Used Oil Block Grants in Southern California. The CIWMB recommends that the City of El Segundo become a regional participant given that the City is unable to participate at a local level. The City can authorize the County of Los Angeles to act on its behalf and use the funding for the regional program to reimburse collection sites for costs associated with storing and disposing of used oil. Additionally, regional participation as opposed to no participation in the Used Oil Recycling Program will enable the City to continue complying with storm water pollution prevention programs.
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO AUTHORIZE THE COUNTY OF LOS ANGELES TO ACT ON ITS BEHALF AND APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE 2008/2009 USED OIL RECYCLING BLOCK GRANT FUNDING (14th CYCLE) PURSUANT TO 14 CODE OF CALIFORNIA REGULATIONS § 18659.1.

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

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

A. In accordance with Public Resources Code § 48653, the City seeks to implement a used oil collection program. Among other things, the program helps prevent illegal and environmentally damaging disposal of used oil for the Fiscal Year 2008/2009 cycle.

B. The California Integrated Waste Management Board (CIWMB) is responsible for administering the grant and, if awarded, will enter into a Grant Agreement with the County of Los Angeles for use of the funds.

C. The funds may be used for any activities that establish or enhance permanent, sustainable used oil recycling programs. Staff plans to utilize the 2008/2009 funds to continue ongoing Household Hazardous Waste Collection Programs, specifically the ongoing used oil and oil filter drop-off locations at local businesses.

SECTION 2: The City Manager, or his designee, is authorized to request that the County of Los Angeles submit a regional participant application to the California Integrated Waste Management Board for the Used Oil Recycling Block Grant on its behalf for approximately $5,000 in accordance with 14 Code of California Regulations § 18659.1 and any related statute or regulation.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive the grant for the purposes identified herein.

SECTION 4: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this day of 2008

______________________________
Kelly McDowell
Mayor

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. __________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ______ day of ________________, 2008, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

______________________________
Cindy Mortesen,
City Clerk

APPROVED AS TO FORM:

By: ____________________________
   Karl H. Berger
   Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of an annual purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company on a single-source basis to supply asphalt paving materials for Street Maintenance Division projects. (Fiscal Impact: $35,000)

RECOMMENDED COUNCIL ACTION:

(1) Authorize the issuance of a blanket purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company on a single-source basis in an amount not to exceed $35,000 for the purchase of asphalt paving materials for Street Maintenance Division projects; 
(2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Street Maintenance Division repairs approximately 50,000 square feet of pavement annually. Pavement repair work includes potholes, pavement failures, repairs from tree root damage and utility cuts, general street repairs throughout the City and preparation for slurry seal projects. Through the Fiscal Year 2007-2008 budget process, $35,000 was budgeted for the annual expenditure of asphalt paving materials.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: $55,000

Operating Budget: $55,000
Amount Requested: $35,000
Account Number: 001-400-4202-5204
Project Phase: N/A
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works

REVIEWED BY: Bill Crowe, Assistant City Manager
BACKGROUND & DISCUSSION (continued)

Street Maintenance Division personnel drive a City dump truck to retrieve asphalt paving materials. There are three local vendors that supply the materials.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Miles from City</th>
<th>C-2 Asphalt Concrete/Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>All American Asphalt</td>
<td>Westminster</td>
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<td>$70.00</td>
</tr>
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<td>Blue Diamond Materials</td>
<td>Inglewood &amp; Southgate</td>
<td>5 &amp; 17</td>
<td>$56.00</td>
</tr>
<tr>
<td>Vulcan Materials</td>
<td>Los Angeles</td>
<td>19</td>
<td>$58.50</td>
</tr>
</tbody>
</table>

Pricing for asphalt paving materials is variable and dependent upon the oil and aggregate market. The pricing for asphalt concrete in the table above was based on a spot market quote on March 19, 2008.

Staff recommends continuing the purchase or asphalt paving materials from Blue Diamond Materials, on a single-source basis, in an amount not to exceed $35,000 for the following reasons:

1. Closer proximity to City reduces staff driving time, fuel and liability
2. Availability of materials – two locations
3. Lower cost of materials

At this time, Blue Diamond Materials is the more reasonable choice based upon pricing, proximity and availability. Staff will continue to monitor asphalt concrete prices and return to Council if a change in vendors is warranted.
Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Agreement No. 3782 with Tony Painting, Inc. The amendment would add items to the original scope of work for painting at the Park Vista Senior Apartments (615 E. Holly Avenue), the Lakes Golf Course (400 S. Sepulveda Boulevard) and the El Segundo Police Department Jail (348 Main Street). Project No.: PW 07-12. (Fiscal Impact: $26,795.00).

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager, or designee, to execute an amendment in a form approved by the City Attorney to Agreement No. 3782 with Tony Painting, Inc., for an amount not to exceed $26,795.00; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On February 6, 2008, the City Council awarded a contract in the amount of $49,950 for the painting of three (3) public facilities in the City of El Segundo. The City Council also approved $4,995 (10%) for construction contingencies. Painting of these facilities has been underway since March 24, 2008.

(Background and discussion continued on the next page......)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: $26,795.00

Operating Budget:
Amount Requested: $26,795.00
Account Number: 405-400-0000-6215($20,945)
503-400-5301-8104 ($5,850)
Project Phase: Amend Agreement
Appropriation Required: No

ORIGINATED BY: Stephanie Katsouleas, Public Works Director

REVIEWED BY: Bill Crowe, Assistant City Manager
BACKGROUND & DISCUSSION: (continued)

As the work progressed, the City identified additional painting needed to be performed at these facilities. In accordance with § 3-2.1 of the Standard Specifications for Public Works Construction (aka, the “Green Book”) which is incorporated into the City’s standard public works contracts, changes to the scope of work that exceed 25% of the original contract price requires an amendment to the contract.

The Lakes Golf Course
The original contract for this facility included painting of the hallway ceilings and walls only at the Restaurant, the Shop and the Banquet room. An additional $5,850.00 is requested to paint all doors, windows, moldings and the baseboards in the golf course building. Funding is available from the golf course bond refinancing.

The El Segundo Police Department
The original contract included painting the Jail only. Additional painting work is needed in the following areas of the Police Station:

<table>
<thead>
<tr>
<th>Details of Work</th>
<th>Cost</th>
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</thead>
<tbody>
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<tr>
<td>148 door jams, 15 doors, 39 window frames, one corridor and two (2) stairway railings.</td>
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</tr>
<tr>
<td>Interior offices including three (3) bathroom, the briefing room, and two walls.</td>
<td>$7,650.00</td>
</tr>
</tbody>
</table>

Funds are available from the Facility Maintenance budget for FY 2007/08.

The total amount requested for these locations exceeds the 10% contingencies approved by the Council. However, no appropriation of fund is required for approval of the additional work. A detailed accounting will be submitted for Council consideration upon formal acceptance of the project.
Consideration and possible action to adopt a resolution which authorizes the City Manager to direct award a public works contract to Republic Intelligent Transportation Services based upon the recent competitive bid process conducted by the City of Los Alamitos for similar services. The project includes installing and maintaining 996 Lighting Emitting Diode (LEDs) lamps which will replace existing incandescent traffic signal bulbs. (Fiscal Impact: $151,343)

RECOMMENDED COUNCIL ACTION:

(1) Adopt the attached Resolution to authorize a contract award to Republic Intelligent Transportation without the need for a competitive bid process; (2) Authorize the City Manager to execute a standard public works contract; (3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The LED retrofit of City traffic lamps project is funded in the current fiscal year Capital Improvement Program budget. Public Works and Engineering Staff conducted an evaluation on all intersections within the city limits. Presently, the city has 1,271 traffic lamps, of which 275 have been retrofitted to LEDs, thus leaving 996 incandescent lamps to be replaced with LEDs. LED lights consume roughly 90% less power than incandescent lamps. Their energy use is 8–25 Watts, depending on size and color, compared to a range of roughly 67–150 Watts for incandescent lamps. LED lights also look brighter and last much longer.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Resolution

FISCAL IMPACT: $151,343

Operating Budget: N/A
Amount Requested: $151,343
Account Number: 301-400-8203-8953
Project Phase: Procurement
Appropriation Required: Yes

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works

DATE: 4-29-08

REVIEWED BY: Bill Crowe, Assistant City Manager

DATE: 4/29/08
Background and Discussion (cont'd):

The City of Los Alamitos recently conducted a substantially similar competitive bid process and awarded a contract to Republic Intelligent Transportation Services for equipment virtually identical to El Segundo needs. As a result, staff requests the City Council adopt the attached resolution, which makes certain findings (including to preserve the City's design immunities) allowing the City to "piggyback" on the competitively priced City of Los Alamitos traffic signal retrofit contract with Republic Intelligent Transportation Services.

The total project cost for all of the listed intersections (including installation and sales tax) is $151,343. Southern California Edison is authorized to provide rebates to Cities for retrofitting traffic signals with Light Emitting Diodes (LEDs), although the funding for such projects is limited as well as time and criteria sensitive. The rebate amount requested by the City El Segundo from Southern California Edison is $18,940.

The annual kilowatt savings from upgrading the traffic signals to LED's is estimated to be 378,768 kWh, resulting in an estimated first year cost savings of $45,346, based on an electricity cost of $0.12 per kWh. The savings by year estimated below assume no increase in the cost of electricity. If cost increases, the savings increase proportionally.

There is also a maintenance cost savings that results from the longer life expectancy for LED bulbs relative to incandescent bulbs. While more difficult to quantify, estimates are made by LED bulb vendors based on industry-averaged maintenance rates assuming each incandescent bulb needs to be replaced each year. These rough estimates for maintenance savings (based on LED bulbs having a 5-7 year lifetime) are included below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Energy</th>
<th>Maint.</th>
<th>Total Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$45,346</td>
<td>$49,850</td>
<td>$95,196</td>
</tr>
<tr>
<td>2</td>
<td>$90,692</td>
<td>$99,700</td>
<td>$190,392</td>
</tr>
<tr>
<td>3</td>
<td>$136,039</td>
<td>$149,550</td>
<td>$285,589</td>
</tr>
<tr>
<td>4</td>
<td>$181,385</td>
<td>$199,400</td>
<td>$380,785</td>
</tr>
<tr>
<td>5</td>
<td>$226,731</td>
<td>$249,250</td>
<td>$475,981</td>
</tr>
<tr>
<td>6</td>
<td>$272,077</td>
<td>$299,100</td>
<td>$571,177</td>
</tr>
</tbody>
</table>

The payback, based only on energy cost savings, is about 3.34 years. The payback from estimated maintenance savings is 3.04 years. The actual payback (return on our investment), resulting from both energy and maintenance savings, is 1.59 years.
MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 6th day of May, 2008, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY") and REPUBLIC, a California Corporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

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

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

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

2. TERM. The term of this Agreement will be from May 7, 2008, to May 7, 2014. The Agreement may be renewed upon mutual consent of the parties.

3. SCOPE OF SERVICES.

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

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

4. PREVAILING WAGES.

   A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from City's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

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

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

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

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

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

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

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

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

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

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

5. FAMILIARITY WITH WORK.

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

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

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

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

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

6. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

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

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

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

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

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

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

B. CITY gives CONTRACTOR a written Notice to Proceed.

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

8. TERMINATION.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

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

10. NOTICES.

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

To CITY: Director of Public Works
City of El Segundo
350 Main Street
El Segundo, CA 90245

To CONTRACTOR: Attn: Wade White
Republic Intelligent Transportation Services Inc.
1266 La Loma Circle
Anaheim, CA 92806

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

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

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

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

13. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

14. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to
the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

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

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

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

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

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

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

CITY OF EL SEGUNDO
a general law city.

________________________________________________________________________
Bill Crowe, 
Assistant City Manager

________________________________________________________________________
Wade White
President

ATTEST:

________________________________________________________________________
Cindy Mortesen, 
City Clerk

Taxpayer ID No. __________

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

By: _______________________
Karl H. Berger, Assistant City Attorney
RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A PUBLIC WORKS CONTRACT PURSUANT TO PUBLIC CONTRACTS CODE §10340 (b) (3) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH REPUBLIC INTELLIGENT TRANSPORTATION SERVICES WITHOUT THE NEED FOR COMPETITIVE BIDDING AS OTHERWISE REQUIRED BY THE PUBLIC CONTRACTS CODE.

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

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

A. On May 6, 2008, the City received a proposal by Republic Intelligent Transportation Services (the “Contractor”) to install Lighting Emitting Diodes (LEDs) and maintenance (the “Project”);

B. Public Contracts Code §10340 (b) (3) allows the City to utilize competitive bids from other local governments;

C. The City of Los Alamitos has an existing contract for the same purposes that was publicly bid as set forth in the Public Contracts Code;

D. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the Public Contracts Code related to public works contracts for this type of project;

E. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;

F. The facts and circumstances of this Project, however, demonstrate that competitive bids would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:

1. The cost of the bidding would deter from the benefits received by the City for the project;

2. The time would be expended for bidding;

3. The funding for such project is limited, and is time and criteria sensitive; and

4. To complete the Project, Contractor will still be required to comply with the City’s standard contract requirements.

G. In waiving the competitive bid requirements otherwise required by the ESMC, and Public Contract Code the City Council takes note of the

H. The City Engineer designed the Project and prepared the Project's plans and specifications. The plans are now complete and the Project may be constructed; and

I. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Authorizations.

A. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

B. The City Manager is authorized to execute a contract with Contractor for construction of the Project in a form approved by the City Attorney.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this ___ day of _____________, 2008.

__________________________________________
Kelly McDowell
Mayor

ATTEST:

__________________________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

MARK D. HENSLEY, City Attorney

By: ______________________
    Karl H. Berger, Assistant City Attorney
EXHIBIT "A"

Scope
- Furnish and install Caltrans compliant LED traffic signal modules in vehicular signals as shown in the table
- Remove and recycle existing incandescent lamps, glassware, reflectors and sockets
- Perform traffic control using MUTCD maintenance procedures
- This project is priced to reflect installation work during off-peak traffic times to provide the least impact to motoring public
- Project will be on a per unit cost basis
- Sales tax included

<table>
<thead>
<tr>
<th></th>
<th>QTY</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot; Red Ball</td>
<td>101</td>
<td>$ 70.66</td>
<td>$ 7,136.66</td>
</tr>
<tr>
<td>12&quot; Yellow Ball</td>
<td>163</td>
<td>$ 76.82</td>
<td>$12,521.66</td>
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<tr>
<td>12&quot; Green Ball</td>
<td>145</td>
<td>$120.39</td>
<td>$17,456.55</td>
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<td>44</td>
<td>$ 71.50</td>
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</tr>
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<td>8&quot; Green Ball</td>
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<td>$ 76.96</td>
<td>$ 8,003.84</td>
</tr>
<tr>
<td>16x18 Pedestrian</td>
<td>163</td>
<td>$513.91</td>
<td>$83,767.33</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$151,342.76</strong></td>
</tr>
</tbody>
</table>

MONTHLY ROUTINE MAINTENANCE

- Visually inspect controller and cabinet for proper operation and current date and time.
- If in coordination, check modem or communications devices. Check that timing is consistent with timing sheet.
- Visually inspect all vehicular and pedestrian indications for proper operation and replace outages found. Material and/or labor and equipment for all LED outages still covered under manufacturer or Republic ITS warranty is included, when applicable; otherwise, labor, material and equipment costs will be reimbursed by the agency.
- Visually inspect and realign signals as required. Check for bent visors and back-plates.
- Check detector amplifiers and tune if necessary.
- Check load switches.
- Check relays.
- Check operation of the fan.
- Check operation of BBS if present.
- Check and actuate each pedestrian push button for proper operation.
- Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes.
- Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the agency by intersection.
6 - MONTH ROUTINE MAINTENANCE (In addition to monthly)

- Check controller cabinet filter.
- Check ground rod clamp and wire.
- Check wire schematics and records to make sure they are in the cabinet.
- Check operation of ground fault receptacle.
- Measure voltage at service inputs in cabinet and record.
- Visually check integrity of splices.
- Manually record inspection date and time in controller cabinet and send written confirmation of 6-month inspection with recommendations to the agency by intersection.

YEARLY ROUTINE MAINTENANCE (In addition to monthly and 6-month)

- Test Conflict Monitor.
- Vacuum and clean controller cabinet and contents.
- Replace cabinet filter.
- Check weatherproof gasket seal on controller cabinets.
- Check for water accumulation and duct sealant.
- Lubricate hinges and lock on controller cabinets.
- Check indicator lamps.
- Check all connectors.
- Check detector extensions.
- Manually record inspection date and time in controller cabinet and send written confirmation of yearly inspection with recommendations to the agency by intersection.

4. REPUBLIC agrees to provide phone service for the receiving of notification of inoperative Traffic Signals including those items requiring emergency repair and service during REPUBLIC'S normal business hours and an answering service for the receiving of notification of inoperative Traffic Signals requiring emergency repairs or service at all times (7 days per week) other than REPUBLIC'S normal business hours, whether such notification originates with THE CITY or a party or person other than THE CITY.

5. REPUBLIC agrees to have service personnel available 24 hours per day to respond to traffic signal and controller trouble calls. Response time will be within two (2) hours during regular business hours and three (3) hours after regular business hours and weekends. In the event of multiple calls, each will be serviced on a priority basis. THE CITY will provide REPUBLIC with a priority list. This priority list will constitute authorization from THE CITY to REPUBLIC to leave an intersection of a non-priority status to respond to a priority intersection.

6. REPUBLIC agrees to provide response service 24 hours per day for repair of the equipment and appurtenances, such as street lighting, safety lighting, street name signs, pedestrian and traffic signals, controllers, flashing beacons and detector devices which REPUBLIC may be called upon from time to time by THE CITY to repair, replace or refurbish. However, it is understood that any work in excess of Two Thousand Five Hundred Dollars ($2,500.00) will not be performed without prior verbal or written approval from THE CITY.

7. Compensation shall be as follows:
   A. In consideration for furnishing said labor, materials and equipment, pursuant to Paragraph 3, (preventative maintenance), REPUBLIC shall receive from THE
CITY the sum of Sixty-six dollars and Eighty-two cents ($66.82) per month for each signalized intersection listed in "Exhibit B".

B. In consideration for furnishing said labor, materials and equipment pursuant to Paragraph 7 (response maintenance), when such repairs are necessitated by obsolescence, failure, accidental damage such as collision, acts of God, vandalism and pavement failure, REPUBLIC shall receive, in addition to the monthly sum specified above, a per call amount based upon the invoice cost of materials plus 20% and its then current labor and equipment rates (Exhibit C). Equipment not listed on "Exhibit C" will be at the current California Department of Transportation equipment rental rates + 15%.

8. Should REPUBLIC neglect to execute the work properly, or fail to perform any provision of this Agreement, THE CITY, after giving three (3) days written notice to REPUBLIC, may perform such work and deduct the cost thereof from any payment due to REPUBLIC. This provision is in addition to any legal remedies, which THE CITY may otherwise have.

9. Except for the manufacturer's factory warranty, REPUBLIC disclaims all warranties with respect to materials supplied hereunder, REPUBLIC further disclaims any liability for failure to perform, or for the delay in performance hereunder, where the same is due to any cause beyond REPUBLIC’S reasonable control, such as, but not limited to, vandalism, fire, acts of God, or labor strike.

10. Should REPUBLIC default in the performance of its obligation under the terms of this Agreement, and should such default not be corrected by REPUBLIC within 30 days after receiving written notice thereof from THE CITY, this Agreement may be terminated by THE CITY without compensation to REPUBLIC save and except for amounts due under the terms hereunder accrued and unpaid as of the date of termination.

11. The specified compensation will stay in effect for the duration of this contract. REPUBLIC reserves the right to increase its rates at a percentage no greater than the percent increase in the March to March Los Angeles/Riverside/Orange County Area Consumer Price Index (CPI—All Urban Consumers—All Items) as released by the United States Department of Labor on a yearly basis with a maximum CPI increase of 5% per year. In the event the Los Angeles/Riverside/Orange County CPI exceeds 5% for a particular year and if REPUBLIC chooses to incorporate a higher CPI rate, THE CITY will have the option to reopen this Agreement and negotiate with REPUBLIC for the remainder of the Agreement. In the event the Index is less than 0% for a particular year, and upon written request from THE CITY, the contract rates will be adjusted accordingly.
<table>
<thead>
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<th>Shared Ped</th>
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<tr>
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<tr>
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<td>Nash St/Imperial Hwy</td>
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<td>Avilion/12th St</td>
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EXHIBIT C  
Labor and Equipment Rates

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
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<tr>
<td><strong>Maintenance Rate Schedule</strong></td>
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<tr>
<td>Traffic Signal Monthly Maintenance</td>
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<td><strong>Labor Rate Schedule</strong></td>
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<tr>
<td>Engineering Technician</td>
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<td>Engineering Technician - Overtime</td>
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<td>Signal Technician</td>
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<td>Signal Technician - Overtime</td>
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<td>Utility Technician</td>
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<td>Utility Technician - Overtime</td>
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<td>Signalman</td>
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<td>Lab Technician</td>
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<td>Lab Technician - Overtime</td>
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<td>Laborer</td>
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<td>Laborer - Overtime</td>
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<td><strong>Equipment Rate Schedule</strong></td>
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<td>Service Truck</td>
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<td>Hydraulic Man Lift (Bucket Under 32')</td>
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<td>Hydraulic Man Lift (Bucket Over 32')</td>
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<td>Concrete Saw / Water Truck</td>
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<td>8&quot; Green Ball</td>
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<td>16x18 Pedestrian</td>
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</table>
AMENDMENT NO. THREE TO TRAFFIC SIGNAL MAINTENANCE CONTRACT

THIS AMENDMENT NO. THREE TO THE TRAFFIC SIGNAL MAINTENANCE CONTRACT (this "Amendment") is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of this 22nd day of January, 2008, in the City of Vernon, County of Los Angeles, California

BY AND BETWEEN

THE CITY OF VERNON (hereinafter referred to as the "City")
4305 Santa Fe Avenue
Vernon, CA 90058

AND

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. (hereinafter referred to as "Republic ITS")
371 Bel Marin Keys Blvd., Suite 200
Novato, CA 94949

RECITALS

WHEREAS, the City and Republic Electric are parties to a Traffic Signal Maintenance Contract 2005 (the "Agreement") dated on or about January 25, 2005, wherein Republic Electric is to provide routine and extraordinary maintenance on traffic signals maintained by the City and those new signals that may from time to time be installed by the City during the life of the Agreement; and

WHEREAS, the City and Republic Electric entered into an Amendment No. One to the Agreement on or about February 16, 2005, to add language that was inadvertently omitted from the Agreement; and

WHEREAS, Republic Electric has represented that its name has changed to Republic Intelligent Transportation Services, Inc. ("Republic ITS"); and
WHEREAS, the City and Republic ITS entered into an Amendment No. Two to the Agreement on or about January 3, 2007, to extend the Agreement until January 25, 2008; and

WHEREAS, Republic ITS and the City desire to amend the Agreement and any amendments thereto to extend the Agreement for an additional year from January 25, 2008 to January 25, 2009 and to provide for a fee adjustment 2.6% for labor and equipment according to Section 24 of the Agreement, under the same terms and conditions.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS SET FORTH HEREIN:

SECTION 1: Extension. The Agreement, as amended, is hereby extended for a one (1) year period from January 25, 2008 to January 25, 2009, under the same terms and conditions and City shall pay Republic ITS a fee adjustment of 75% of the Consumer Price Index which equals 2.6% for labor and equipment, a copy of the revised pricing list reflecting the adjustment is attached hereto as Exhibit A and incorporated by reference.

SECTION 2: Approval by City. This Amendment shall be executed by a duly authorized representative of City following approval of the terms of this Amendment by City in accordance with City policies and procedures.

SECTION 3: Remainder of Agreement. Except as specifically modified herein, all terms and conditions of the Agreement are unmodified and remain in full force and effect, and are hereby ratified by the parties.

SECTION 4: Entire Agreement. The provisions of this Amendment shall constitute the entire agreement of the parties hereto with respect to the subject matter included in this Amendment and
shall supercede any other agreement, understanding or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. Three to be executed by and through their authorized officers on the date, month and year first written above.

CITY OF VERNON

By: [Signature]

Mayor / Mayor-Pro-Tem

ATTEST:

[Signature]
MANUELA GIRON, City Clerk

APPROVED AS TO FORM:

[Signature]
JeFF A. Harrison, City Attorney

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.

By: [Signature]
Print Name: James A. Wagner
Title: VP

By: [Signature]
Print Name: Jeffrey L. Asch
Title: VP, CFO
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:** Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141

**INSURER:**
- **INSURER A:** National Union Fire Insurance Company of Pittsburgh, PA 19445
- **INSURER B:** Old Republic General Insurance Corporation 24139
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**

**INSURED:**
Republic ITS
371 Bel Marin Keys Blvd #200
Novato, CA 94949-5699

**DATE (MM/DD/YYYY):** 02/26/2008

## COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
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<th>INS</th>
<th>ADD</th>
<th>INS</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>GENERAL LIABILITY</td>
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<td>10/01/2007</td>
<td>10/01/2008</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>CLAIMS MADE</td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence): $300,000</td>
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<td>OCCUR</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>X</td>
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<td>10/01/2008</td>
<td>COMBINED SINGLE LIMIT (EA accident): $1,000,000</td>
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<td>BODILY INJURY (Per person): $</td>
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<td>ALL OWNED AUTOS</td>
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<td>BODILY INJURY (Per accident): $</td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>AUTO ONLY: EA ACCIDENT $</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td></td>
<td></td>
<td>OTHER THAN AUTO ONLY: AGG $</td>
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<td>ANY AUTO</td>
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<td></td>
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<td>EXCESS UMBRELLA LIABILITY</td>
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<td>10/01/2008</td>
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<td>CLAIMS MADE</td>
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<td>AGGREGATE: $1,000,000</td>
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<td>$</td>
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<tr>
<td>B</td>
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<td>X</td>
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<td>10/01/2008</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td>E.L. DISEASE - EA EMPLOYER: $1,000,000</td>
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<td>ZX STATUTORY LIMITS (OFTHER)</td>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is included as additional insured per form CG 20 10 11 85. Project: Traffic Signal Maintenance Services

## CERTIFICATE HOLDER

City of El Segundo
350 Main Street
El Segundo, CA 90245

## CANCELLATION

10 Day Notice for Non-Payment of Premium

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**

**AUTHORIZED REPRESENTATIVE:**

[Signature]

© ACORD CORPORATION 1988

**ACORD 25 (2001/08) ID #:**
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization: Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as afforded by this policy, but with respect to (1) occurrence taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only as respects any claim or liability determined to be the result of the sole negligence or responsibility of the Named Insured and only if required of the Named Insured by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Name: City of El Segundo

Address: 350 Main Street
          El Segundo, CA 90245

Certificate Holder is included as additional insured per form CG 20 10 11 85. Project: Traffic Signal Maintenance Services

Additional Insured: City of El Segundo, its officials and employees
OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURANCE WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:

1. The coverage or limits of this policy, or
2. The coverage or limits required by said contract or agreement.

City of El Segundo

350 Main Street
El Segundo, CA 90245

Certificate Holder is Included as additional insured per form CG 20 10 11 85. Project: Traffic Signal Maintenance Services

Additional Insured: City of El Segundo, its officials and employees

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Republic ITS</th>
</tr>
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<tbody>
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<td>Policy Number</td>
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<td>Policy Period</td>
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<td>Producer’s Name:</td>
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<tr>
<td>Producer Number:</td>
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</tr>
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</table>

AUTHORIZED REPRESENTATIVE ____________________________ 02/26/2008

DATE

CA EN GN 0020 09 06
OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):
City of El Segundo
350 Main Street
El Segundo, CA 90245

Location(s) of Covered Operations
Certificate Holder is included as additional insured per form CG 20

As required by written contract:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Republic ITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td>A1CG49560701</td>
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<td>Policy Period</td>
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<td>Endorsement Effective Date:</td>
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<td>Producer’s Name:</td>
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<tr>
<td>Producer Number:</td>
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</table>

AUTHORIZED REPRESENTATIVE

Additional Insured: City of El Segundo, its officials and employees

CG EN GN 0029 09 06
EL SEGUNDO CITY COUNCIL

AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action regarding the approval of the examination plans for the Personnel Merit System job classifications of Senior Plan Check Engineer and Facilities Systems Mechanic. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1) Approve the examination plans;
2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

Section 1-6-9 of the El Segundo Municipal Code, entitled “Examinations”, provides that the Personnel Officer shall review and recommend to the City Manager, who in turn shall recommend to the City Council, an appropriate examination plan and weights for each portion of the examination for Personnel Merit System job classifications.

Approval of examination plans for Merit System job classifications in all City Departments has been required since the passage of initiative Ordinance No. 586 in April 1962.

(continued on next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

Operating Budget:
Amount Requested:
Account Number: Various
Project Phase:
Appropriation Required: ___ Yes ___ NO

ORIGINATED BY: ____________________________ DATE: April 21, 2008

Bob Hyland, Interim Director of Human Resources

REVIEWS BY: ____________________________ DATE: 4/29/08

Bill Crowe, Assistant City Manager

Agenda 570
BACKGROUND & DISCUSSION:

For departments other than the Police and Fire Departments, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration;
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluated 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;
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.

**Senior Plan Check Engineer**

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The current testing process is a result of the establishment of the new job classification of Senior Plan Check Engineer.

**Facilities Systems Mechanic**

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The current testing process is a result of the promotion of an incumbent from Facilities Systems Mechanic to Facilities Maintenance Supervisor.
EL SEGUNDO CITY COUNCIL
MEETING DATE: May 6, 2008
AGENDA ITEM STATEMENT
AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract in an amount not to exceed $186,607 to L3 Communications to provide and install mobile, digital, video recording devices in all patrol cars and motorcycles, as well as all related equipment, a computer server, wireless data transfer hardware, and data management software necessary to support the system and other digital media evidence created by the police department. Fiscal impact: $186,607 – paid from available COPS Grant and Developer Fees.

RECOMMENDED COUNCIL ACTION:

1) Award the contract from RFP 08-01 to the lowest responsive bidder, L3 Communications, and approve the purchase and installation for an in-car digital video system and digital evidence management system.
2) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Police Department will soon be requesting to replace its fleet of patrol cars. Currently each such car has a VHS video recording system. Though that system has provided approximately eight years of mostly acceptable performance, it has become outdated, sometimes unreliable, and cumbersome to store and manage.

Staff researched current technologies for in-car video equipment and learned the new digital mobile camera systems include capabilities for wireless video data transfer and automatic media evidence storage. That research also lead to the recommendation we expand our proposal to include a system which will store, organize and manage all digital evidence including digital video, still photographs, and audio recordings.

Continued...

ATTACHED SUPPORTING DOCUMENTS:
Proposal Cover
L3 Communications Quotation
L3 Communications Price List

FISCAL IMPACT:

Operating Budget:
Amount Requested: $186,607
Account Number: 120-400-0000-8104/COPS Grant & 001-254-000-1254/Police Developer Fee
Project Phase: N/A
Appropriation Required: Yes No

ORIGINATED: DATE: April 29, 2008
David Cummings, Chief of Police

REVIEWED BY: DATE:
Bill Crowe, Assistant City Manager

4/29/08
BACKGROUND & DISCUSSION (continued):

This newer technology will provide a higher quality picture and sound as well as expedite locating and duplicating evidence for court and other purposes (as was done 51 times in a recent two month period). It will also eliminate the need to store hundreds of VHS tapes.

The expansion of this project will include a large server to manage all digital evidence, including video from in car cameras as well as other data such as still photographs taken by officers and CSI’s, audio tape recordings, and taser use videos.

On January 14, 2008, staff released RFP 08-01 to seven vendors requesting bids for an in-car digital video system and digital evidence solution. On January 29, 2008, the City Clerk received and opened the following bids:

- Digital Ally, Inc. $69,720 - Did not meet RFP requirements
- Integrian, Inc. $222,736
- L3 Communications, Inc. $186,607

Staff reviewed the proposals submitted and determined Digital Ally did not meet the requirements for storage and wireless transfer of video and information. Additionally, the system proposal is incapable of recording multiple cameras simultaneously.

Integrian's proposal met the specifications of the RFP but would have to design a motorcycle camera mounting device, which they have not done before. The total cost of their proposal was $222,736.

The proposal submitted by L3 Communications met all the requirements of the RFP. The cost for L3 Communication's complete system, installed, including tax is $186,607.

Based on the review of the proposals submitted, including an evaluation and assessment by the IT Department and Technology Committee, Staff recommends award of this contract to the lowest responsive bidder, L3 Communications, in an amount not to exceed $186,607.

It should be noted that on February 20, 2007, City Council approved the use of $314,000 from the COPS Grant account to fund various projects and replace identified equipment, including the VHS in-car camera system. In order that all of the approved projects may be accomplished, it is proposed that this purchase be supplemented with $49,394 from currently available developer's fees.

The in-car digital video system and digital evidence management system should be placed into the City's equipment replacement program with a five-year service life span.
Proposal

Submitted To: City of El Segundo
350 Main St.
El Segundo, CA 90245

Reference: RFP Specification No.: 08-01
"In-Car Video Systems and Digital Evidence Solution"

Point of Contact: J. Richard Hogate
(310) 524-2300

Bid Due Date: January 29, 2008 @ 11:00AM
**QUOTATION**

**QUOTATION NUMBER:** 0059980  
**QUOTATION DATE:** 4/21/2008  
**SALESPERSON:** XX  
**CUSTOMER NO:** CAELSEG

**QUOTED TO:**  
El Segundo Police Department  
348 Main Street  
El Segundo, CA 90245

**SHIP TO:**  
El Segundo Police Department  
348 Main Street  
El Segundo, CA 90245  
Ship-To Phone: (310) 524-2267  
Ship-To Fax: (310) 607-9171  
Bill-To Phone: (310) 524-2267  
Bill-To Fax: (310) 607-9171

**CONFIRM TO:**

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**EMA for In car portion**

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**EMA for Back end**

**Subtotal:** 41,736.60  
**Shipping & Handling:** 0.00  
**Sales Tax:** 0.00  
**Order Total:** 41,736.60

** **** QUOTATION IS VALID FOR 60 DAYS ******

*Delivery: 90 Days or Less ARO*
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Sub-Total $172,384.50
Sales Tax $14,221.72
Grand Total $186,606.22
AGENDA DESCRIPTION:
Consideration of possible action to adopt a resolution supporting SB 1722 (Oropeza), a bill creating a Green Line Construction Authority, for the purpose of connecting the Metro Green Line to Los Angeles International Airport.

RECOMMENDED COUNCIL ACTION:
(1) Adopt the attached resolution supporting SB 1722 and authorize legislative advocacy efforts to promote passage of the bill; (2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
In 1988 the City Council adopted resolution No. 3514 supporting the extension of the Metro Green Line and preparation of environmental documents for the extension for the LAX-Marina segment. In 1994, the Los Angeles County Metropolitan Transportation Authority (MTA) approved an EIR/EIS and a Statement of Overriding Considerations to construct a Metro Green Line Northern Extension to LAX and beyond to Marina del Rey. This alignment was included in MTA's Long Range Transit Plan (LRTP). Due to subsequent funding constraints during the 1990s, the extension was never constructed and LAX was never connected into the regional rail network.

Last year, the City Council adopted resolution No. 4505 supporting AB 889 by Assemblyman Ted Lieu which would have established a Metro Green Line Construction Authority. Said authority was for the purpose of awarding and overseeing final design and construction contracts for completion of the coastal extension of the Green Line including an initial segment to the Los Angeles International Airport. AB889 failed to pass out of committee. Senator Jenny Oropeza has since taken up the legislative lead for the Green Line Extension Coalition by introducing SB 1722.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution of City Council supporting SB 1722 (Oropeza).
2. Copies of SB 1722 and current bill history and status

FISCAL IMPACT:
Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required:  Yes X No

ORIGINATED BY:  DATE:
Eric Busch  

Eric Busch, Mayor Pro Tem

REVIEWED BY:  DATE:  4/29/08
Bill Crowe, Assistant City Manager
RESOLUTION NO. ______

A RESOLUTION SUPPORTING SB 1722 (OROPEZA) THAT ESTABLISHES A CONSTRUCTION AUTHORITY TO EXTEND THE METRO GREEN LINE LIGHT RAIL SYSTEM INCLUDING AN INITIAL SEGMENT TO LOS ANGELES INTERNATIONAL AIRPORT

The City Council resolves as follows:

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

A. In 1988 and again in 2007 the City Council adopted resolutions No. 3514 and No. 4505 supporting the extension of the Metro Green Line including a LAX-Marina segment.

B. The Los Angeles International Airport (LAX) is the primary international traveler's gateway to Southern California, yet it lacks direct rail transit access for business and recreational travelers. The absence of this crucial link in the regional transportation system forces travelers into private automobiles resulting in further congestion on already overburdened freeway and arterial highway systems.

C. The Metro Green Line system is the only mass transit rail line serving Gateway and South Bay communities. However, when the Green Line was constructed in the mid-1990s it was terminated roughly two miles south of LAX.

D. The Green Line Coalition was established to finally extend the truncated rail line to LAX airport. The extension would run from the current terminus at Aviation Blvd. and I-105 to stations at Aviation and Century boulevards and Lincoln and Sepulveda boulevards. Extension of the Green Line to LAX would help alleviate traffic congestion, reduce air pollution and provide a convenient alternative to private automobile for LAX travelers and employees.

SECTION 1: The City Council of the City of El Segundo supports the objectives of The Green Line Coalition to finish the Metro Green Line by extending it through LAX thereby providing direct transit access for airport travelers and employees.

SECTION 2: The City Council of the City of El Segundo supports SB 1722 a bill to establish a Metro Green Line construction authority to ensure the extension of the Green Line into LAX.
SECTION 3: The City Clerk will certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City; and shall make a record of proceedings of the City Council in the Minutes of the Meeting at which same is passed and adopted.

SECTION 4: This Resolution will take effect immediately upon adoption and will remain effective until repealed or is superseded by subsequent resolutions or by ordinance.

______________________________
Kelly McDowell, Mayor

PASSED AND ADOPTED this 6th day of May, 2008.

______________________________
City Clerk

APPROVED AS TO FORM:

By: __________________________
    City Attorney
An act to add Chapter 8 (commencing with Section 132700) to Division 12.7 of the Public Utilities Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 1722, as amended, Oropeza. Metro Green Line Construction Authority.

Existing law establishes the Los Angeles County Metropolitan Transportation Authority (LACMTA) as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission. LACMTA is responsible for most transit guideway projects in Los Angeles County and has specified duties and responsibilities with regard to transportation.

Existing law establishes the Exposition Metro Line Construction Authority for the purpose of awarding and overseeing final design and construction contracts for completion of the Los Angeles-Exposition Metro Line light rail project from the Metro Rail Station at 7th and Flower Streets in the City of Los Angeles to the downtown area of the City of Santa Monica, as specified.

The bill would establish the Metro Green Line Construction Authority for the purpose of awarding and overseeing final design and construction contracts for completion of the Los Angeles-Metro Green Line light rail project that would establish an extension of the Metro Green Line to the Los Angeles International Airport, contingent upon the City of

97
Los Angeles' agreement to fund the project's environmental impact reports. The bill would, upon allocation of federal and local funds by LACMTA for these purposes, require the construction authority to (1) conduct the financial studies and the planning and engineering necessary for completion of the project, (2) adopt an administrative code, including a specified code of conduct for administration of the construction authority in accordance with specified laws, and (3) as necessary for final design and construction, complete a detailed management, implementation, safety, and financial plan for the project, and to submit the plan to the Governor, the Legislature, and the California Transportation Commission. The bill would also require the state to be reimbursed by the City of Los Angeles for specified costs.

The bill would require that the construction authority be governed by a board consisting of 5 voting members and 2 nonvoting members, and would provide for appointment of alternates. The bill would authorize board members to receive reimbursement for expenses, as specified.

The bill would authorize the governing board to appoint an executive director, to serve at the pleasure of the construction authority, who would be authorized to appoint staff or retain consultants as necessary to carry out the duties of the construction authority. The bill would require that all contracts approved and awarded by the executive director be awarded in accordance with state and federal laws relating to procurement and would require that the awards be based on price or competitive negotiation, or on both.

The bill would require LACMTA to identify and expeditiously enter into an agreement with the construction authority to hold in trust with the construction authority all real and personal property, and any other assets, accumulated in the planning, design, and construction of the project, as specified, to outline the design review, construction, and testing process, and to describe the funding sources of the authority, the financial elements, and the approved budget for the project.

The bill would require the construction authority to enter into a memorandum of understanding with LACMTA that specifically addresses the ability of LACMTA to review any significant changes in the scope of the design or construction, or both, of the project.

The bill would prohibit the construction authority from encumbering any future farebox revenue anticipated from the operation of the project or from encumbering the project with any obligation that is transferable to LACMTA upon completion of the design and construction of the project, except as specified.
The bill would require the authority to be dissolved upon completion of the project. LACMTA would assume responsibility for operating the project upon dissolution of the authority.

The bill would impose a state-mandated local program by placing additional duties upon local governmental entities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.


The people of the State of California do enact as follows:

SECTION 1. Chapter 8 (commencing with Section 132700) is added to Division 12.7 of the Public Utilities Code, to read:

CHAPTER 8. Metro Green Line Construction Authority

132700. For purposes of this chapter, the following terms have the following meanings:
(a) “Authority” is the Metro Green Line Construction Authority created under this chapter.
(b) “Board” is the governing board of the authority.
(c) “Commission” is the California Transportation Commission.
(d) “LACMTA” is the Los Angeles County Metropolitan Transportation Authority.
(e) “Project” is the Los Angeles-Metro Green Line light rail project, which sole purpose is for the extension of the Metro Green Line to the Los Angeles International Airport.

132705. The authority is hereby created for the purpose of awarding and overseeing final design and construction contracts for completion of the project.
132710. (a) The authority has all the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing,
procuring, and building the project, including, but not limited to, all of the following:

(1) Acceptance of grants, fees, allocations, and transfers of funds from federal, state, and local agencies, and private entities.

(2) Acquiring, through purchase or through eminent domain proceedings, any property necessary for, incidental to, or convenient for, the exercise of the powers of the authority, provided the authority shall use existing rights-of-way where feasible.

(3) Incurring indebtedness, secured by pledges of revenue available for project completion.

(4) Contracting with public and private entities for the planning, design, and construction of the project. These contracts may be assigned separately or may be combined to include any or all tasks necessary for completion of the project.

(5) Entering into cooperative or joint development agreements with local governments or private entities. These agreements may be entered into for the purpose of sharing costs, selling or leasing land, air, or development rights, providing for the transferring of passengers, making pooling arrangements, or for any other purpose that is necessary for, incidental to, or convenient for the full exercise of the powers granted to the authority. For purposes of this paragraph, "joint development" includes, but is not limited to, an agreement with any person, firm, corporation, association, or organization for the operation of facilities or development of projects adjacent to, or physically or functionally related to, the project.

(6) Relocation of utilities, as necessary for completion of the project.

(b) The duties of the authority include, but are not limited to, all of the following:

(1) Conducting financial studies, planning, and engineering necessary for completion of the project.

(2) (A) Adoption of an administrative code for administration of the authority in accordance with any applicable laws, including, but not limited to, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), contracting and procurement laws, laws relating to contracting goals for the participation of disadvantaged businesses, and the Political Reform Act of 1974
(Title 9 (commencing with Section 81000) of the Government Code).

(B) (i) The administrative code adopted under subparagraph (A) shall include a code of conduct for employees and board members that is consistent with Sections 84308 and 87103 of the Government Code and prohibits board members and staff from accepting gifts valued at ten dollars ($10) or more from contractors, potential contractors, or their subcontractors.

(ii) The code shall require the disclosure, on the record, of the proceedings by the officer of the agency who receives a contribution within the preceding 24 months in an amount of more than two hundred fifty dollars ($250) from a party or participant to a proceeding, and the disclosure by the party or participant.

(iii) The code shall provide that no officer of the agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding, as described in Section 84308 of the Government Code, if the officer has willfully or knowingly received a contribution in the amount of more than two hundred fifty dollars ($250) within the preceding 24 months from a party or his or her agent, or from any participant or his or her agent, if the participant has a financial interest in the decision.

(iv) Any officer deemed ineligible to participate in a proceeding due to the provisions of this code of conduct may be replaced for the purposes of that proceeding by an appointee chosen by the appropriate appointing authority.

(v) Under the code of conduct, board members shall be deemed to have a financial interest in a decision within the meaning of Section 87100 of the Government Code if the decision involves the donor of, or intermediary or agent for a donor of, a gift or gifts aggregating ten dollars ($10) or more in value within the 12 months prior to the time the decision was made.

(3) As necessary for final design and construction, completion of a detailed management, implementation, safety, and financial plan for the project and submission of the plan to the Governor, the Legislature, and the commission.

(c) The authority shall make reasonable progress, as determined by the commission, in the final design and construction of the project.
(d) The duties and responsibilities imposed by this chapter shall be contingent upon allocation of federal and local funds by LACMTA for these purposes and upon the City of Los Angeles agreeing to provide full funding for the project’s environmental impact report or reports.

(e) The state shall be reimbursed by the City of Los Angeles for any initial administrative expenses associated with the establishment of the authority and board.

132715. (a) The authority shall be governed by a board consisting of five voting members who shall be appointed as follows:

(1) One member shall be appointed by the city council of the City of Los Angeles by a majority vote of the membership of the city council.

(2) One member shall be appointed by the Los Angeles Board of Airport Commissioners.

(3) One member shall be appointed by the Los Angeles County Board of Supervisors.

(4) One member shall be appointed by the board of LACMTA.

(5) One at-large member shall be appointed as to be determined by the four other voting members of the board.

(b) All members shall serve a term of not more than four years, with no limit on the number of terms that may be served by any person.

(c) Each appointing authority shall also appoint an alternate to serve in a member’s absence. If the position of a member becomes vacant, the alternate shall serve until the position is filled as required pursuant to subdivision (a).

(d) Members of the board shall be subject to the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(e) Three members of the board shall constitute a quorum.

(f) The board shall elect a chairperson and a vice chairperson from among the membership of the board.

(g) Each member of the board may be compensated for expenses directly related to the performance of duties imposed by the authority, including, but not limited to, travel and personal expenses.
(h) The chief executive officer of LACMTA and the executive
director of Los Angeles World Airports shall serve on the board
as ex officio, nonvoting members.
(i) Members appointed to the board may include members or
employees of the appointing authorities set forth in subdivision
(a).
132720. (a) The board may appoint an executive director to
serve at the pleasure of the authority.
(b) The executive director is exempt from all civil service
provisions and shall be paid a salary established by the board.
(c) The executive director may appoint staff or retain consultants
as necessary to carry out the duties of the authority.
(d) All contracts approved and awarded by the executive director
shall be awarded in accordance with state and federal laws relating
to procurement. Awards shall be based on price or competitive
negotiation, or on both of those things.
132725. LACMTA shall identify and expeditiously enter into
an agreement or agreements with the authority to do all of the
following:
(a) Hold in trust with the authority all real and personal property,
and any other assets accumulated in the planning, design, and
construction of the project, including, but not limited to,
rights-of-way, documents, third-party agreements, contracts, and
design documents, as necessary for completion of the project.
(b) Outline the design review, construction, and testing process
that acknowledges LACMTA’s direct role in the review of the
project to ensure the final project will be compatible, functionally
connected, and operative within LACMTA’s existing metro rail
system.
(c) Describe the various funding sources and the obligations of
the authority to assist LACMTA obtain federal, state, and local
funds for the project, and the authority’s obligations and duties
upon receipt of the funds necessary to construct the project.
(d) Describe all financial elements of the project, and the budget
approved for the project.
132735. The authority shall enter into a memorandum of
understanding with LACMTA that shall specifically address the
ability of LACMTA to review any significant changes in the scope
of the design or construction, or both design and construction, of
the project. For purposes of this section, the term “significant
change” means any change of mode or technology, or any other
substantive change that affects the connectivity and operation of
the project as part of the overall transit system operated by
LACMTA, or any combination of those things. Design and
construction of a light rail project that is consistent with the current
scope of the project shall not be deemed to be a significant change
in the scope of the project and shall not require concurrence by
LACMTA.

132740. The authority shall not encumber any future farebox
revenue anticipated from the operation of the project.

132745. The authority shall not encumber the project with any
obligation that is transferable to LACMTA upon completion of
the design and construction of the project. The design and
construction to be administered by the authority does not include
rolling stock, which is a component of the operation of the project
and shall be administered by LACMTA.

132750. The authority shall be dissolved upon completion of
construction of the light rail project. LACMTA shall assume
responsibility for operating the project upon dissolution of the
authority.

SEC. 2. If the Commission on State Mandates determines that
this act contains costs mandated by the state, reimbursement to
local agencies and school districts for those costs shall be made
pursuant to Part 7 (commencing with Section 17500) of Division
4 of Title 2 of the Government Code.
CURRENT BILL STATUS

MEASURE : S.B. No. 1722
AUTHOR(S) : Oropeza (Coauthor: Assembly Member Lieu).
TOPIC : Metro Green Line Construction Authority.
HOUSE LOCATION : SEN
+LAST AMENDED DATE : 04/21/2008

TYPE OF BILL :
- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- State-Mandated Local Program
- Fiscal
- Non-Tax Levy

LAST HIST. ACT. DATE: 04/28/2008
LAST HIST. ACTION : Set for hearing May 5.
COMM. LOCATION : SEN APPROPRIATIONS
HEARING DATE : 05/05/2008

TITLE : An act to add Chapter 8 (commencing with Section 132700)
to Division 12.7 of the Public Utilities Code, relating
to transportation.
COMPLETE BILL HISTORY

BILL NUMBER : S.B. No. 1722
AUTHOR : Oropeza
TOPIC : Metro Green Line Construction Authority.

TYPE OF BILL :
Active
Non-Urgency
Non-Appropriations
Majority Vote Required
State-Mandated Local Program
Fiscal
Non-Tax Levy

BILL HISTORY
2008
Apr. 28 Set for hearing May 5.
Apr. 21 Read second time. Amended. Re-referred to Com. on APPR.
Apr. 17 From committee: Do pass as amended, but first amend, and re-refer to Com. on APPR. (Ayes 8. Noes 3. Page 3457.)
Apr. 7 Set for hearing April 15.
Apr. 3 Re-referred to Com. on T. & H.
Mar. 28 From committee with author's amendments. Read second time. Amended. Re-referred to Com. on RLS.
Mar. 13 To Com. on RLS.
Feb. 25 Read first time.
Feb. 24 From print. May be acted upon on or after March 25.
Feb. 22 Introduced. To Com. on RLS. for assignment. To print.
SEGMENT TRANSPORTATION & HOUSING COMMITTEE

SENATOR ALAN LOWENTHAL, CHAIRMAN

Analysis by: Art Bauer
Hearing date: April 15, 2008

BILL NO: SB 1722
AUTHOR: Oropeza
VERSION: 3/28/08
FISCAL: yes

SUBJECT:

Metro Green Line Construction Authority

DESCRIPTION:

This bill establishes the Metro Green Line Construction Authority to manage the design and construction of an extension of the Green Line light rail transit service to Los Angeles International Airport (LAX).

ANALYSIS:

Existing law:

1. Assigns to the Los Angeles County Metropolitan Authority (LACMTA) responsibility for operating mass transit and for developing highway and mass transit facilities and services in Los Angeles County.

2. Establishes the Gold Line Construction Authority to oversee the planning, design, and construction of the Gold Line from Los Angeles Union Station to east Pasadena and any extension of that line.

3. Establishes the Exposition Metro Line Construction Authority to oversee the planning, design, and construction of the Exposition light rail line from 7th and Flower in downtown Los Angeles to Santa Monica via the Exposition Boulevard Corridor.

This bill:

1. Establishes the Metro Green Line Construction Authority for the purpose of managing an extension of the Green Line to LAX, including the awarding of contracts for final design and construction contracts necessary for the completion of the project.
2. Establishes a seven member governing board for the authority. Five of the board members are voting members, with each voting member serving a four year term. The five voting members are include:

   a. One member of the Los Angeles City Council appointed by the council.

   b. One member appointed by the Los Angeles Board of Airport Commissioners.

   c. One member appointed by the Los Angeles County Board of Supervisors.

   d. One member appointed by Los Angeles County Metropolitan Transportation Authority.

   e. One at-large member shall be appointed in a manner not specified in the bill.

3. Permits employees of the appointing authority for the five voting members, as well as elected officials, to be appointed by their respective governing boards.

4. Appoints the executive director of LACMTA and the executive director of Los Angeles World Airports as non-voting, ex-officio members.

5. Authorizes the board to appoint an executive director.

6. Authorizes the board to commence carrying out the duties and responsibilities assigned to it by this bill when the LACMTA allocates federal and local funds to the project and the City of Los Angeles agrees to fund fully the cost of preparing an environmental review document.

7. Authorizes the authority to acquire property necessary for the project by purchase or eminent domain proceedings.

8. Authorizes the authority to accept project grants and incur indebtedness, secured by pledges of revenue available for the project's completion. The authority is prohibited from pledging future operating revenues or any obligations that are transferable to LACMTA.

9. Authorizes the authority to enter into cooperative or joint development agreements with local governments or private firms for selling or leasing land, air, or
development rights at transit station site.

10. Authorizes LACMTA to enter into agreements for with the authority to do the following:

   a. Hold property in trust for the authority

   b. Acknowledge LACMTA responsibility as the owner/operator of the system to review design and operating specifications for the project to ensure compatibility with the existing facilities operated by LACMTA.

   c. Identifies the all funding sources for the project, the project's financial elements, and the project's approved budget.

   d. Permits LACMTA to review changes in the project scope or design, including transportation mode or technology that would affect the project's interoperability with the existing rail transit system.

11. Provides LACMTA with the responsibility to establish the specifications for vehicles and to procure the vehicles.

12. Provides for the dissolution of the authority upon the completion of the light rail project and the transfer of the project to LACMTA.

COMMENTS:

1. **Purpose**. As part of the consent decree signed by the Department of Transportation (Caltrans) in 1972 to allow construction of Interstate 105, provisions were made for a transit corridor (without designating the technology) in the freeway's median. Local officials selected light rail transit technology for the corridor extending from Norwalk to Redondo Beach. The Original design of the Green Line in 1987 included an extension to LAX. Because the lack of resolution regarding the nature of the expansion of LAX, the segment to the airport was removed from the plan. The Green Line opened for service in 1995. There is a bus shuttle operating between the Aviation/LAX station and LAX. The map below depicts the lines route.

The author introduced this bill to establish an...
institutional framework that will oversee the planing and
construction of the Green Line extension to LAX. According
to the author, this bill "seeks to begin the process to
fund and complete a Green line 'spur', connecting
passengers to LAX."

2. Related legislation . Because of the size and complexity
of Los Angeles County, the development of two light rail
lines in the county have been transferred to construction
authorities. SB 1847 (Schiff), Chapter 1021, Statutes of
1998, created the first construction authority to oversee
the development of the Pasadena Blue Line from Los Angeles
Union Station to east Pasadena. SB 504 (Kuehl), Chapter
827, Statutes of 2003, established a construction authority
for Exposition Metro Line from 7th and Flower in downtown
Los Angeles to Santa Monica.

Legislation similar to this bill, AB 889 (Lieu) of 2007,
which the City of Los Angeles supported, created a Metro
Green Line Construction Authority for the purpose of
overseeing the development of a Green Line extension. In
most respects, AB 889 was similar to this bill. AB 889 was
held in the Assembly Appropriations Committee.

3. Appointing authority for one board position should be
clarified . The at-large voting member of the governing
board does not have an appointing authority. The committee
may wish to consider an amendment that would require the
remaining four voting members to select the fifth voting
member.

4. Is this bill premature? LACMTA has not programmed any
funding for the Green Line extension. In fact, LACMTA's
draft 2008 Long Range Transportation Plan, is in Tier 1
Strategic Unfunded Public Transportation Project. This
designation means that the project is a high priority,
regionally significant project for which no funding is
currently available and is unlikely to be available during

the 30-year period of the plan, unless new sources are
identified. The previous two construction authorities were
established after the funding was identified for the
planning, environmental analysis, engineering, design and
construction of the projects.

5. Author's Amendments: The author purposes to amend the
bill in committee as follows:

a. Page 6, line 7 strike "upon allocation of
   federal and local funds by"

b. Page 6, line 8, strike "LACMTA for these
purposes and"

These two amendments trigger the operation of the Metro Green Line Construction Authority upon the commitment of the City of Los Angeles to provide full funding for the preparation of the environmental documents for the project. This allows the initial phase of the project, preparation of the environmental review, to commence without knowing if there is funding from other sources to complete final design, right-of-way acquisition, and vehicle acquisition.

POSITIONS: (Communicated to the Committee before noon on Wednesday, April 9, 2008)

SUPPORT: Los Angeles City Council Member Bill Rosendahl (sponsor)

OPPOSED: None received.
AGENDA DESCRIPTION: Consideration and possible action to adopt a resolution supporting AB2780 (Lieu), a local agency protection measure providing that a public entity is not liable for damages for lost profits if a breach of contract is due to the enactment of a valid initiative. (Fiscal Impact: None.)

RECOMMENDED COUNCIL ACTION: (1) Adopt the attached resolution supporting AB2780 and authorize appropriate legislative advocacy to promote passage of the bill; (2) Alternately, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
At the City Council's April 1st meeting, action was taken in support of AB2780 a bill authored by Assemblymember Ted Lieu to address increasingly frequent and persistent problems with our electric utility and its failure to reasonably provide safe and reliable service. With the Assemblymember's assistance, concessions and commitments were made by the utility to address these issues. With these commitments in hand, the bill was deemed to be no longer necessary, and its author has since rewritten the bill to deal with another local agency issue.

In this instance, the issue is whether a public entity should be held liable for lost profits damages for a breach of contract, if the breach is caused by the enactment of a valid initiative? When a public entity cannot possibly meet obligations of a contract due to an initiative over which it has no control, it is unfair to ask that entity to pay damages for lost profits. This bill would eliminate "lost profits" as a measure of damage in any case in which a public entity breaches a contract because of a valid initiative. The bill would apply retroactively to include contracts entered into before this bill becomes effective if it is enacted. This bill arises out of ongoing litigation between the City of Hermosa Beach and the Macpherson Oil Company.

ATTACHED SUPPORTING DOCUMENTS:
1. Copies of AB2780 (Lieu), bill analysis and current bill status and history.
2. Resolution

FISCAL IMPACT:
Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required: Yes X No

ORIGINATED BY: Kelly McDowell, Mayor

REVIEWED BY: Bill Crowe, Assistant City Manager

DATE:
4/30/08

24
A RESOLUTION OF THE CITY OF EL SEGUNDO
SUPPORTING AB 2780 (LIEU) A PUBLIC ENTITY PROTECTION BILL
DEALING WITH PUBLIC AGENCY LIABILITY

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

SECTION 1: The City Council finds as follows:

A. Public entity liability is an area of deep concern to all local
government agencies;

B. Statutory laws have historically acted to confine and not expand
public entity liability;

C. Court decisions can act to expand public entity liability resulting in
tremendous financial exposure; as in the instance of current on-
going litigation between the City of Hermosa Beach and
Macpherson Oil Company;

D. It is unfair that public entities should be held liable for potential lost
profits damages associated with a breach of contract, as in the
Hermosa Beach case when the breach is caused by the enactment
of a valid initiative.

SECTION 2: The City of El Segundo strongly supports AB 2780 authored by
Assemblymember Ted Lieu to address public entity liability for lost profits
damages for a breach of contract where the breach is caused by passage of a
valid initiative.

SECTION 3: The City Manager is directed and authorized to communicate the
City Council’s policy position on this matter to members of the Legislature, the
Governor and administrative agencies as necessary.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution;
record this Resolution in the book of the City’s original resolutions; and make a
minute of the adoption of the Resolution in the City Council’s records and the
minutes of this meeting.

SECTION 5: This Resolution will become effective immediately upon adoption
and will remain effective unless repealed or superseded.
PASSED AND ADOPTED this 6th day of May 2008.

_____________________________
Kelly McDowell,
Mayor

ATTEST:

_____________________________
Cindy Mortesen,
City Clerk

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

By: ____________________________
Karl H. Berger
Assistant City Attorney
Introduce by Assembly Member Lieu
February 22, 2008

An act to add Section 3301.5 to the Civil Code, relating to damages.

LEGISLATIVE COUNSEL'S DIGEST

AB 2780, as amended, Lieu. Damages: lost profits.
Existing law provides that the measure of damages for the breach of a contract is the amount that will compensate the party aggrieved for all the detriment proximately caused thereby, or which in the ordinary course of things would be likely to result therefrom.
This bill would provide that a public entity is not liable for damages for lost profits if the breach of contract is due to the enactment of a valid initiative. The bill would specify that its provisions are fully retroactive and apply to contracts entered into before, on, or after its effective date, and to causes of action that accrued prior to its effective date.

The people of the State of California do enact as follows:

1 SECTION 1. Section 3301.5 is added to the Civil Code, to read:
3301.5. Notwithstanding any other law, a public entity is not liable for damages for lost profits if the breach of contract is due to the enactment of a valid initiative. *This section applies to contracts entered into before, on, or after its effective date, and to causes of action that accrued prior to its effective date; it shall be fully retroactive.*
CURRENT BILL STATUS

MEASURE : A.B. No. 2780
AUTHOR(S) : Lieu.
TOPIC : Damages: lost profits.
HOUSE LOCATION : ASM
+LAST AMENDED DATE : 04/23/2008

TYPE OF BILL :
- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- Non-State-Mandated Local Program
- Non-Fiscal
- Non-Tax Levy

LAST HIST. ACT. DATE : 04/24/2008
LAST HIST. ACTION : Re-referred to Com. on JUD.
COMM. LOCATION : ASM JUDICIARY
COMM. ACTION DATE : 04/29/2008
COMM. ACTION : Do pass.
COMM. VOTE SUMMARY : Ayes: 07 Noes: 03 PASS

TITLE : An act to add Section 3301.5 to the Civil Code, relating to damages.
COMPLETE BILL HISTORY

BILL NUMBER : A.B. No. 2780
AUTHOR : Lieu
TOPIC : Damages: lost profits.

TYPE OF BILL :
- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- Non-State-Mandated Local Program
- Non-Fiscal
- Non-Tax Levy

BILL HISTORY
2008
Apr. 24 Re-referred to Com. on JUD.
Apr. 23 From committee chair, with author's amendments: Amend, and re-refer to Com. on JUD. Read second time and amended.
Apr. 22 In committee: Hearing postponed by committee.
Apr. 7 From committee: Be re-referred to Com. on JUD. Re-referred. (Ayes 9. Noes 0.) (April 7).
Apr. 3 Re-referred to Com. on U. & C. Re-referred to Com. on RLS. by unanimous consent.
Apr. 2 From committee chair, with author's amendments: Amend, and re-refer to Com. on U. & C. Read second time and amended.
Mar. 24 Re-referred to Com. on U. & C.
Mar. 13 Referred to Com. on U. & C. From committee chair, with author's amendments: Amend, and re-refer to Com. on U. & C. Read second time and amended.
Feb. 25 Read first time.
Feb. 24 From printer. May be heard in committee March 25.
Feb. 22 Introduced. To print.
Date of Hearing: April 29, 2008

ASSEMBLY COMMITTEE ON JUDICIARY
Dave Jones, Chair
AB 2780 (Lieu) - As Amended: April 23, 2008

SUBJECT: Damages: Lost Profits

KEY ISSUE: Should a public entity be held liable for lost profits damages for a breach of contract, if the breach is caused by the enactment of a valid initiative?

SYNOPSIS

This bill would eliminate "lost profits" as a measure of damage in any case in which a public entity breaches a contract because of a valid initiative. The bill would apply retroactively to include contracts entered into before this bill becomes effective if it is enacted. This bill arises out of ongoing litigation between the City of Hermosa Beach and the Macpherson Oil Company. In 1992 the city and the company entered into a lease that permitted the company to engage in oil and gas exploration and production. In 1995, however, the city's voters adopted Proposition E, a local initiative that prohibited oil drilling in the city. Although a California Court of Appeals found that the initiative, as a valid exercise of the police power, did not unconstitutionally impair the contract, the same court later held that the City might still be liable for damages. Recent reports indicate that the oil company is seeking as much as $500 million dollars, including damages for lost profits.

According to the author, however, when a public entity cannot possibly meet the obligations of a contract due to an initiative over which it had no control - and in fact opposed - it is unfair to ask that entity to pay damages for lost profits, which are inherently speculative. The author stresses that this bill would only prohibit recovery for lost profits; it would not affect other types of damages for which the public entity would still be liable. The bill is supported by several individual cities in Southern California; it is opposed by the California Independent Petroleum Association, the California Manufacturers and Technology Association, and the California Chamber of Commerce on the grounds that it would violate fundamental contract principles, create more litigation, and retroactively
alter rights in existing contracts.

This analysis suggests that although opponents raise legitimate concerns about the effect of retroactivity on existing contracts, they appear to overstate the extent to which this bill would work a fundamental alteration of contract principles or leave non-breaching parties without just compensation. First, this bill only applies in situations in which an initiative causes the public agency to breach a contract. Second, in addition to applying only in the rare situation where an initiative makes it impossible for a public entity to perform under a contract, the bill is also narrowly focused on lost profits. It would not deny a company restitution or reliance damages.

SUMMARY: Provides that a public entity is not liable for damages for lost profits for breaching a contract, if the breach of contract was due to the enactment of a valid initiative. Specifies that the provisions of this bill are fully retroactive and apply to contracts entered into before, on, or after the effective date of this bill should it be enacted.

EXISTING LAW:
1) Provides that the measure of damages for a breach of contract, unless otherwise provided by law, is the amount which will compensate the aggrieved party for all the detriment proximately caused by the breach, or which, in the ordinary course of things, would be likely to result the breach. Specifies, however, that no damages may be recovered for a breach of contract which are not clearly ascertainable. (Civil Code Sections 3300 and 3301.)

2) An initiative measure that is a valid exercise of the police power does not, in the case of an oil lease between a city and a private oil company, constitute a violation of the Contracts Clause of the U.S. Constitution; however, a city could nonetheless be liable in damages for breach of contract if the initiative prevents the city from fulfilling the terms of the contract. (Stop Oil Coalition v. City of Hermosa Beach (2001) 86 Cal. App. 4th 534.)

**FISCAL EFFECT :** As currently in print this bill is keyed non-fiscal.

**COMMENTS :** This bill reflects ongoing litigation between the City of Hermosa Beach and the Macpherson Oil Company. In 1992 the city and the oil company entered into a lease that permitted the company to engage in oil and gas exploration and production. In 1995, however, the voters of Hermosa Beach adopted Proposition E, a local initiative that reinstated an earlier prohibition on oil drilling in the city. A California Court of Appeals found that the initiative, as a valid exercise of the police power, did not amount to an unconstitutional impairment of a contract, but the same court later held, in an unpublished decision, that the City might still be liable for damages. (Hermosa Beach Stop Oil Coalition v. City of Hermosa Beach (2001) 86 Cal. 4th 534.) Although this case has apparently created an abundance of complex litigation among different parties, recent reports indicate that the oil company is presently seeking as much as $500 million dollar - although reported amounts vary - which includes damages for lost profits.

This bill would provide that a public entity cannot be held liable for lost profits for a breach of contract if the breach was caused by a validly enacted initiative. This bill also expressly provides that its provision will be fully retroactive, applying to any contracts entered into before, on, or after the bill becomes effective. The author stresses that the bill is narrowly tailored: it only applies to lost profits damages and it only applies where the public entities performance has been rendered impossible by a validly enacted initiative. It would
not relieve the public entity of liability for other damages, such as reasonable reliance damages, and it would not relieve the public entity from liability in any other situation.

**Measure of Contract Damages and Statutory Limitations.** Both common law and the California Civil Code provide rules for determining the measure of damages for breach of contract. The basic rule of contract law is that the non-breaching party is entitled to "expectation damages" - or the amount that the non-breaching party would have earned if the contract had been completed. Expectation damages may generally include lost profits - since profits are generally part of the contracting party's expectation and the "benefit of the bargain." However, there are many qualifications to this rule, both in statute and case law. For example, California law generally permits lost profits as part of the expectation damages, but it also stipulates that the amount of damages must be reasonably certain. (Civil Code Section 3301.) Thus, for example, lost profits cannot be recovered if they are deemed to be too "speculative," but they can nonetheless be rewarded if the evidence shows, with reasonable certainty, both their occurrence and extent. (Begl Construction Co. v. Los Angeles Unified School District 2007 WL 2446858.)

Courts also sometimes award "reliance" damages, which typically award a plaintiff's out-of-pocket expenses or other costs reasonably incurred in anticipation of, or reliance upon, a contract or agreement that never came to pass. In such situations, the plaintiff generally cannot recover expectation damages or profits because there is no way of knowing what the ultimate terms of the agreement would have been or even if there would have been an ultimate agreement. (Copeland v. Baskin Robins USA (2002) 96 Cal App 4th 1251.)

The kind and extent of damages awarded by a court is generally a highly fact-specific, case-by-case determination. However, whatever general rules may govern that determination, those rules can be modified by statute. Civil Code Section 3300 acknowledges that the measure of damages generally holds "except where otherwise expressly provided by this code." For example,

the Civil Code provides prescribed measures of damages for contracts conveying real estate, affecting carriers, or involving contracts for public and private works of improvement. (See e.g. Civil Code Sections 3302 through 3321.) Despite the claims of some of the opponents, this bill would not mark the first time that a statute was fully retroactive and applied to contracts or agreements entered into before the effective date of the statute. (See e.g. Civil Code 1646.5; Code of Civil Procedure 410.40; and Government Code Section 895.8.)
ARGUMENTS IN SUPPORT: Most of the letters of support for this bill come from small to medium-sized cities, mostly in Southern California. These letters generally stress the financial fragility of many public agencies. They point out that lawsuits seeking lost profits are necessarily highly speculative and potentially ruinous to a city's treasury.

The City of Hermosa Beach argues that it is simply unfair to hold a city liable for damages where an initiative, over which the city had no control, makes it impossible to meet its obligations under the contract. This is especially unfair, the city contends, where a court has upheld the initiative banning oil drilling as a valid police power measure. Representatives of the City of Hermosa Beach have also stressed that this bill is a fair and balanced compromise, one that is fully consistent with long-standing contract defenses such as impossibility. However, unlike that doctrine, this bill does not create a complete defense but only prevents the company from obtaining highly speculative lost profits. It does not prevent the company from obtaining restitution or reliance damages. "Hence," the city concludes, "it is a fair and balanced bill that would still make the private lessee whole, but without potentially bankrupting the city."

ARGUMENTS IN OPPOSITION: The California Independent Petroleum Association (CIPA) opposes this bill "because it violates the basic principles of contract law, establishes a precedent that undermines the sanctity of contracts, proposes to alter hundreds of pre-existing contracts, exposes the state to massive litigation . . . and interferes with a case that is currently being adjudicated."

The California Chamber of Commerce opposes this bill for many of the same reasons cited by CIPA, noting in particular the bill's retroactive application and its impact on existing contract rights. The Chamber contends lost profits justly compensate by putting the aggrieved party in the position it would have been in had the contract been performed. The Chamber also points out that existing contract principles safeguard against unreasonable claims by requiring a showing of reasonable certainty by the party claiming the lost profits. The Chamber concludes that this bill would "seriously undermine public policies of stability and predictability that undergird the right and motivation of contract" and it would create an incentive for abuse of the initiative process to undo contracts.

Conclusion. Although opponents raise legitimate concerns about the effect of retroactivity on existing contracts, they appear
to overstate the extent to which this bill would work a fundamental alteration of contract principles or leave non-breaching parties without just compensation. First, this bill only applies in situations in which an initiative causes the public agency to breach a contract. It seems highly unlikely that it would lead a city to abuse the initiative process. Indeed, in the Hermosa Beach case the city did not seek the initiative but in fact opposed it. In the initial trial the City was the defendant in a suit brought by Stop the Oil Coalition, an environmental coalition seeking injunctive relief to stop the city from issuing well or drilling permits. The City argued that the initiative was not retroactive and, if it was, constituted an impermissible interference with contract. (86 Cal App 4th at 545-546.) The City eventually lost on this point. In short, the City did not initially try to use the initiative to avoid its obligations under the contract.

Second, in addition to applying only in the rare situation where an initiative makes it impossible for a public entity to perform under a contract, the bill is also narrowly focused on lost profits. It would _not_ deny a company restitution or reliance damages. This bill would simply take lost profits out of the measure of damages when a public entity breaches a contract due to a rare and narrow circumstance clearly beyond its control, the passage of an initiative.

**REGISTERED SUPPORT / OPPOSITION:**

**Support**

Cities of Carson, Gardena, Hawthorne, Hermosa Beach, Hesperia, Lawndale, Lomita, Manhattan Beach, Rancho Palos Verdes,

**Opposition**

California Chamber of Commerce  
California Independent Petroleum Association  
California Manufacturers and Technology Association

**Analysis Prepared by:** Thomas Clark / JUD. / (916) 319-2334

http://www.leginfo.ca.gov/pub/07-08/bill/asm/ab_2751-2800/ab_2780_cfa_20080428_102... 4/30/2008