AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 17, 2008 - 5:00 P.M.

Next Resolution # 4559
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.
SPECIAL ORDER OF BUSINESS:

None

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) – 1- matter

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): - 4- matters
City Negotiators: Interim City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) Unrepresented management/confidential employees (City employees who are not members of bargaining units); (2) the El Segundo Police Officers’ Association; (3) El Segundo Firefighter's Association; and (4) the El Segundo Police Manager’s Association.

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, JUNE 17, 2008 - 7:00 P.M.

Next Resolution # 4559
Next Ordinance # 1419

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Roger Kinsey, Pacific Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher
PRESENTATIONS

a. Proclamation announcing July as Parks & Recreation Month.

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 (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Consideration and possible action regarding the approval of funds for needed improvements and repairs to the Urho Saari Swim Stadium Pool (The Plunge) at 219 W. Mariposa Avenue. (Fiscal Impact: $676,000)

Recommendation – (1) Consider improvements and repairs to the filter/circulation system of the Urho Saari Swim Stadium; (2) Alternatively, discuss and take other action related to this item.

2. Consideration and possible action regarding appointing a Council Member to participate in meetings/discussions regarding constructing a restroom/lifeguard/storage facility on the beach adjacent to Grand Avenue and Vista del Mar. (Fiscal Impact: None)

Recommendation – (1) Nominate and approve a Council Member to participate in discussions regarding a proposed restroom/lifeguard/storage facility on the beach adjacent to Vista del Mar at Grand Avenue; 2) Alternatively, discuss and take other action related to this item.
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

3. Consideration and possible action regarding the announcement of the appointments of candidates to the following Committees, Commissions and Boards (CCBs): Library Board of Trustees and Planning Commission.

Recommendation – (1) Announce the appointees to the CCBs, if any, and terms of office; (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.

4. Warrant Numbers 2566151 to 2566339 on Register No. 17 in the total amount of $601,749.54 and Wire Transfers from 5/23/2008 through 6/5/2008 in the total amount of $1,047,065.35.

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.

5. Regular and Special City Council Meeting Minutes of June 4, 2008.

Recommendation – Approval.

6. Consideration and possible action regarding approval of a $5,000,000 grant from the Federal Aviation Administration (FAA) to be used for the Residential Sound Insulation (RSI) Program.

Recommendation – (1) City Council accept FAA Grant Agreement for Project No. AIP 3-06-0139-47; 2) Authorize the Mayor to execute the FAA Grant Agreement; 3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to accept additional grant funding from the Urban Area Security Initiative Fiscal Year 2006 ("UASI FY06") federal grant program to provide hazardous materials training, urban search and rescue ("USAR") training, and interoperable self-contained breathing apparatus; and authorization for the City Manager to sign a UASI FY06 contract amendment describing the allocation. (Fiscal Impact: $205,525)

Recommendation – (1) Authorize the acceptance of an additional $115,725 in grant funds from the UASI FY06 grant program; 2) Authorize the City Manager to sign an Amendment to City Contract # 3736 with the City of Los Angeles; 3) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action regarding the approval by the City Council authorizing the City Manager to bid and award a contract for a vehicle to be utilized by the Fire Department as funded in the FY 2007/2008 Equipment Replacement Fund, and approval to retire to auction a pool car. (Fiscal Impact: Not to exceed $28,000)

Recommendation – (1) Authorize the City Manager to bid and award contract; 2) Authorize staff to surplus vehicle; 3) Alternatively discuss and take other action related to this item.

9. Consideration and possible action regarding authorization for the Police Department to purchase nine Ford Crown Victoria police package vehicles piggybacking on an existing Los Angeles County Sheriff’s Department contract. (Fiscal Impact: $222,300)

Recommendation – (1) Authorize the Police Department to replace nine patrol vehicles which were due for replacement FY05/06; (2) Pursuant to El Segundo Municipal Code Sec. 1-7-10, waive the bidding process authorizing staff to issue a purchase order piggybacking on an existing Los Angeles County Sheriff’s Department contract; (3) Alternatively discuss and take other action related to this item.

10. Consideration and possible action regarding the agreement for the Municipal Area Express (MAX) commuter bus service. (Fiscal Impact: FY 08-09 $57,108; FY 09-10 $60,203; FY 10-11 $63,880; Total Fiscal Impact $181,191 over 3 years)

Recommendation – (1) Approve the agreement and authorize the City Manager to execute the Agreement on behalf of the City; (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 Fisher –

Council Member Jacobson –

Council Member Brann –

Mayor Pro Tem Busch –

Mayor McDowell –

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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: June 11, 2008
TIME: 3:40 p.m.
NAME: [Signature]
WHEREAS, the National Recreation & Parks Association (NRPA) and the California Park & Recreation Society (CPRS) have chosen to celebrate July as Parks & Recreation Month; and

WHEREAS, in El Segundo, California, we are fortunate to have a variety of recreation programs, parks and recreation facilities, providing countless opportunities for residents to recreate; and

WHEREAS, our parks help preserve and protect our natural resources, preserve our urban forests, offer pleasant surroundings for relaxation, leisure activities, and positive recreational experiences; and

WHEREAS, recreation and parks programs reach thousands of young children, youth and teens, adults, and seniors, who benefit through participation in a multitude of programs, at a variety of different types of parks and recreation facilities; and

WHEREAS, by creating community through people, parks, and programs, parks and recreation strengthens community unity, community image, and our sense of belonging; and

WHEREAS, recreation and parks programs provide positive alternatives for youth, involving them in enrichment and learning activities that foster positive development and help them grow into healthy and productive adults; and

WHEREAS, recreation and parks programs teach and contribute to the health and wellness of all, promoting active lifestyles and helping to provide an overall improved quality of life for everyone; and

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, do hereby proclaim July 2008 as Parks & Recreation Month, and urge all El Segundo residents to enjoy, recognize, and help promote the benefits derived from quality recreation and park experiences, which provide something of value to everyone.
AGENDA DESCRIPTION:

Consideration and possible action regarding the approval of funds for needed improvements and repairs to the Urho Saari Swim Stadium Pool (The Plunge) at 219 W. Mariposa Avenue. (Fiscal Impact: $676,000)

RECOMMENDED COUNCIL ACTION:

1) Consider improvements and repairs to the filter/circulation system of the Urho Saari Swim Stadium; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On February 6, 2007, City Council approved a Public Works Professional Service Agreement with Rowley International, an aquatic design, engineering, and consulting firm, to address the filter replacement needs for the Urho Saari Swim Stadium. On March 4, 2008, staff provided Council a status update on Rowley International's report findings, which stated that a new filter system and replacement of associated pool circulation equipment is needed in order to keep the facility's water filtration systems operating properly.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

Plunge Filter Rehabilitation Cost Estimate from Rowley International Inc.

FISCAL IMPACT: $676,000

Operating Budget: N/A
Amount Requested: $676,000
Account Number: 301-400-8202-8476 (Aquatics Facility CIP) $399,000
(General Fund) $277,000
Project Phase: N/A
Appropriation Required: Yes (General Fund)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works 06/10/08
REVIEWS BY: Jack Wayt, Interim City Manager 06/10/08
Background & Discussion (continued)

More specifically, the report identified the following issues, concerns and suggestions:

- The shared circulation system between the large and small pools is unacceptable by the County of Los Angeles Department of Environmental Health (LAC DEH). Any modifications to the circulation system would require that separate piping systems be installed.
- The circulation and gutter systems for both pools would need to be altered to meet current codes.
- The smaller pool should be converted from a gutter system to a surface skimmer system, which would allow a direct equipment connection without the need for a surge.
- The new systems would include a new high efficiency circulation pump, new high rate sand filter system, a plate heat exchanger, a surge for the large pool, and a Siemens chemical control monitor and sanitization system.

Rowley International estimates that the total repair cost for a circulation system that meets LAC DEH standards is approximately $676,000 (see attached Cost Estimate); $399,000 is currently budgeted in the Aquatic Facility CIP account, leaving a balance of $277,000 for the rehabilitation work. Lastly, because the filter/circulation system is slowly corroding from the inside and staff cannot predict when the system will fail, staff recommends that City Council approve funding so that the repairs can be planned and scheduled at a time that minimizes the impact to users. Pre-planning the repairs will also allow users to make arrangements (if needed) at other community pool facilities while the repairs are underway.

As a recap, over the past ten years, the City has spent the following amounts on The Plunge maintenance and repairs:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PROJECT</th>
<th>COST</th>
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<tbody>
<tr>
<td>1999</td>
<td>Siemens boiler replacement</td>
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<tr>
<td>1999</td>
<td>Siemens roof replacement</td>
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<td>2005</td>
<td>Replacement of chlorinator</td>
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<td>2005</td>
<td>Reinforcement of the ceiling trusses</td>
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<tr>
<td>2007</td>
<td>Replacement of deck heaters</td>
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<td>2008</td>
<td>Window replacement (currently underway)</td>
<td>$70,000</td>
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<td>TOTAL</td>
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<td>$481,715</td>
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</tbody>
</table>
April 28, 2008

Mr. Richard Burnette
Director Recreation and Parks, City of El Segundo
City Hall 339 Sheldon Street
El Segundo, CA 90245-3812

SUBJECT: CITY OF EL SEGUNDO INDOOR SWIM CENTER POOL EQUIPMENT REHABILITATION COST ESTIMATE OF PROPOSED PLAN

Dear Mr. Brunette:

This is an estimate of construction cost confirmed by a Swimming Pool Specialty Contractor specializing in Swimming Pool Historic Renovations. The below estimate is based on the proposed plan for Swimming Pool Circulation Equipment renovation.

The Children’s Pool modification plan includes demolition, re-piping, connection to new circulation equipment, pool tile, pool plastering, main drain modification and pool deck repairs.

The cost estimate for the children’s pool is: $100,000.00

The Competition pool cost estimate is as follows:

Demolition of existing piping and gutter outlets, demolition of existing Pool Circulation Equipment $55,000.00

New Surge Pit Construction $25,000.00

Tile repair and re-grouting $40,000.00

New Pool Piping $75,000.00

New Deck Equipment Package including but not limited to Cup Anchors Hand Rails Gutter Grates $30,000.00

Mechanical Equipment Package for both Pools $150,000.00

Mechanical Equipment Room labor and plumbing $71,000.00

Factory startup of Chemical and Circulation Equipment $10,000.00

Complete Electrical Installation $70,000.00

Supervision, General Conditions and Temporary Facilities $30,000.00

Shoring $10,000.00

Clean Up, Other, Unforeseen $10,000.00

Total for Competition Pool and Complete Mechanical $576,000.00
Total for Complete Circulation Equipment Renovation for entire two pool Natatorium. $676,000.00

The above price estimate includes overhead and profit.

Opinions of Probable Construction Cost prepared by Rowley International are approximate only and do not take into account future market conditions or contractor’s bidding methods. Rowley International has no control over costs of labor, materials or equipment and Rowley International’s estimates cannot be guaranteed.

Sincerely,

ROWLEY INTERNATIONAL INC

[Signature]

Greg Cannon
Project Manager
Consideration and possible action regarding appointing a Council Member to participate in meetings/discussions regarding constructing a restroom/lifeguard/storage facility on the beach adjacent to Grand Avenue and Vista del Mar. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1) Nominate and approve a Council Member to participate in discussions regarding a proposed restroom/lifeguard/storage facility on the beach adjacent to Vista del Mar at Grand Avenue; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

In 2004, former Councilmember Jim Boulgarides started exploring the possibility of constructing a permanent public restroom facility at El Segundo Beach and has since participated in low-level, concept discussions with staff given his historical knowledge.

In 2006, the City of El Segundo began a study to determine whether it was feasible to construct the facility at the end of Grand Avenue. At that time, several key issues were identified, which included determining the exact location of the proposed structure, identifying point of connections for water and wastewater services, an electrical source, and estimating the cost of construction.

(Background and Discussion continued on the next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

Operating Budget: N/A
Amount Requested: N/A
Account Number: N/A
Project Phase: N/A
Appropriation Required: N/A

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
DATE: 06/10/08

REVIEWED BY: Jack Wayt, Interim City Manager
DATE: 11/11/08
In 2008, Council passed a motion authorizing staff to negotiate a land lease with Chevron for the land needed to construct the facility and to continue working with Los Angeles County on funding for the project.

**Location**
The proposed location of the bathroom facility is on a small parcel of land owned by Chevron on the south side of the existing parking lot at Grand Avenue and Vista del Mar. Chevron has committed to investigating the feasibility of leasing the land to the City of El Segundo for 99 years at a nominal rate, and is currently in the process of identifying security measures, size of the required land for the proposed facility and the impact on the existing structures to provide the parcel.

**Water and Sewer**
There are several potential sources of potable water located west of Vista del Mar that could serve the facility, including existing distribution lines to Chevron and Scattergood. There is also a City water line located at Loma Vista and Grand Avenue that could be extended west to serve the facility. A LADWP 4" sewer force main is located on the north side of the parking lot and a gravity flow sewer line is located on Vista del Mar which flows directly to Hyperion. Staff is now in the process of investigating all of these potential sources of water and sewer service and their associated cost to extend to the facility.

**Electrical Source**
The parking lot currently has electricity and extending service to the facility is feasible.

**Construction Costs**
In October, 2007, staff received a rough order magnitude estimate of $1.28 million for constructing the facility, which would include a 1300 square foot building with public bathrooms, sinks, showers, drinking fountains, storage for the El Segundo beach junior lifeguard program and lifeguard facilities. The estimate also includes a sewer force main as well as design fees, geotechnical investigation, special inspection and contingencies. The estimate does not include an estimate for providing potable water, which will be necessary for the facility to be operational. (See attached estimate.)

Construction: $614,000
Sewer Force Main: $200,000
Design: $170,000
Contingency and escalation: $296,000
Total: $1,280,000

Approximately $1.2 million has been earmarked in the current budget cycle for the facility through Los Angeles County Supervisor Don Knabe's office.

**Next Steps**
As mentioned above, staff is working with Chevron to provide the proposed parameters of the facility so that Chevron can move forward with preparing a detailed lease agreement for the
City to consider. Staff will also move forward with investigating all potential water and sewer services with Chevron and Scattergood in an effort to minimize the cost associated with construction. Lastly, staff will prepare and release a Request for Proposals for design of the facility once the land lease issue and water/sewer sources have been resolved and finalized. Staff anticipates the following timeline:

**July, 2008**
- Finalize land lease with Chevron
- Determine and finalize sources of water and sewer service

**August, 2008**
- Release RFP for design of the facility and associated utility services

**September, 2008**
- Award a contract for design services for a facility that meets local, state and federal regulations

**January – May, 2009**
- Review and finalize designs; obtain building and coastal permits

**June, 2008**
- Bid project for construction
AGENDA DESCRIPTION: Consideration and possible action regarding the announcement of the appointments of candidates to the following Committees, Commissions and Boards (CCBs): Library Board of Trustees and Planning Commission.

RECOMMENDED COUNCIL ACTION:
(1) Announce the appointees to the CCBs, if any, and terms of office;
(2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

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<th>Committee/Commission &amp; Board:</th>
<th># of Openings</th>
<th>Appointee(s):</th>
<th>Term Expire(s):</th>
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ATTACHED SUPPORTING DOCUMENTS: N/A

FISCAL IMPACT: N/A

ORIGINATED: 
Mishia Jennings, Executive Assistant

REVIEWED BY: 
Jack Wayt, Interim City Manager
CITY OF EL SEGUNDO
WARRANT TOTALS BY FUND

2556151 - 2556339

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<td>702</td>
<td>EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
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<tr>
<td>703</td>
<td>EXPENDABLE TRUST FUND - OTHER</td>
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<tr>
<td>708</td>
<td>OUTSIDE SERVICES TRUST</td>
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<tr>
<td>708</td>
<td>EXPENDABLE TRUST FUND</td>
<td>-</td>
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<tr>
<td>708</td>
<td>TOTAL WARRANTS</td>
<td>$ 651,749.54</td>
</tr>
</tbody>
</table>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

R = Computer generated checks for all non-emergency/urgent 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: 

CITY MANAGER:

DATE: 6/11/08

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

FINANCE DIRECTOR: 

CITY MANAGER:

DATE: 6/11/08
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  

<table>
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<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
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<tr>
<td>5/28/2008</td>
<td>Health Comp</td>
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<td>5/29/2008</td>
<td>Pitney Bowes</td>
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<td>5/30/2008</td>
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1,047,065.35

DATE OF RATIFICATION: 6/17/08  
TOTAL PAYMENTS BY WIRE:  
1,047,065.35

Certified as to the accuracy of the wire transfers by:

Mary M. Kobza  
Deputy Treasurer  
6/11/08

Deborah Julie  
Director of Finance  
6/11/08

City Manager  
6/14/08

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  
WEDNESDAY, JUNE 4, 2008 - 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 5:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. - NONE

SPECIAL ORDER OF BUSINESS:

1. Consideration and possible action to appoint Interim City Manager Jack Wayt as labor negotiator for terms and conditions of employment of unrepresented management/confidential employees (City employees who are not members of bargaining units).

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to appoint Interim City Manager Jack Wayt as labor negotiator for terms and conditions of employment of unrepresented management/confidential employees. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

2. Consideration and possible action to appoint Human Resources Director Bob Hyland and Finance Director Deborah Cullen as labor negotiator for terms and conditions of employment for the El Segundo Police Manager’s Association.

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to appoint Human Resources Director Bob Hyland and Finance Director Deborah Cullen as labor negotiator for terms and conditions of employment for the El Segundo Police Manager’s Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

3. Consideration and possible action to appoint Richard Kreisler as labor negotiator for terms and conditions of employment for the El Segundo Police Officers’ Association and El Segundo Firefighter’s Association.
MOTION by Council Member Jacobson, SECONDED by Mayor ProTem Busch to appoint Richard Kreisler as labor negotiator for terms and conditions of employment for the El Segundo Police Officers' Association and El Segundo Firefighter's Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(a)) – -1- matters

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -4- matters
City Negotiators: Interim City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) Unrepresented management/confidential employees (City employees who are not members of bargaining units); (2) the El Segundo Police Officers’ Association; (3) El Segundo Firefighter’s Association; and (4) the El Segundo Police Manager’s Association.

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

SPECIAL MATTERS: -0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JUNE 4, 2008 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 7:00 p.m.

INVOCATION – City Clerk Mortesen

PLEDGE OF ALLEGIANCE – Council Member Don Brann

PRESENTATIONS

a. Council Member Fisher presented a Proclamation to proclaim June as Relay for Life month and designate June 7 and June 8 as Relay for Life days.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
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 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.

Julia Abreu-Mason, Representing Rotary Club; Spoke regarding the Movie in the Park to be held on August 2, 2008 at Chevron Park, gates opening at 4:00 p.m. admission $4.00, the movie is the Chipmonks.

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)
1. Appeal by X-Factor, LP from a Planning Commission decision rendered on February 28, 2008 directing the Planning and Building Safety Director to record a Notice of Violation (in accordance with Government Code § 66499.36) against real property located at 711 S. Aviation Boulevard (APN 4138-009-015). X-Factor and the City mutually agreed to a public hearing date of June 4, 2008. (Fiscal Impact: None)

Mayor McDowell stated this is the time and place hereto fixed for a public hearing on the Appeal by X-Factor, LP from a Planning Commission decision rendered on February 28, 2008 directing the Planning and Building Safety Director to record a Notice of Violation (in accordance with Government Code § 66499.36) against real property located at 711 S. Aviation Boulevard (APN 4138-009-015). Clerk Mortesen stated that proper notice was completed and no written communication had been received by City Clerk’s Office.

Robert Andreani, and Richard Hessenius, Attorneys for X-Factor, requested a continuance for 90 days. The continuance is being requested in order to try and resolve the issues before being heard by the Council.

Gary Chicots, Planning and Building Safety Manager, gave a brief history of the item.

Mayor McDowell moved and seconded by Council Member Jacobson that the Public Hearing be continued to the July 15, 2008 regular meeting and if at that time X-Factor has not resolved the violation issue, they will be given an opportunity to make a 20 minute presentation. At that time, Council will only consider the evidence in the Planning Commission administrative record and whether to admit the supplemental memorandum of points and authorities. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

2. Consideration and possible action regarding the announcement of the appointments of candidates to the following Committees, Commissions and Boards (CCBs): Recreation and Parks Commission and Senior Citizens Housing Corporation Board.

Mayor McDowell announced the following appointments to the CCBs:

Bob Motto to the Recreation and Parks Commission to a full term to expire 5/30/2012; Don McIlroy and Jerome Osnower to the Senior Citizen Housing Corporation Board to full terms to expire 6/30/2012.

Mayor McDowell also announced that recruitment continues for positions on the remaining CCBs: Environmental Committee, Planning Commission, Library Board of Trustees and interviews will be scheduled for June 17, 2008.

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

3. Approved Warrant Numbers 2565908 to 2566150 on Register No. 16 in the total amount of $1,787,295.85 and Wire Transfers from 5/9/2008 through 5/22/2008 in the total amount of $1,634,544.95. 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.


5. Approved the examination plans for the Personnel Merit System job classification of Senior Building Inspector. (Fiscal Impact: None)

6. PULLED FOR DISCUSSION BY MAYOR MCDOWELL

7. PULLED FOR DISCUSSION BY MAYOR PROTEM BUSCH

8. Authorized the Interim City Manager to execute Amendment No. 2, in a form approved by the City Attorney, to a Memorandum of Understanding (MOU) No. 3571 between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority (MTA). The Amendment would change the scope of work to allow resurfacing the asphalt concrete pavement on Douglas Street between El Segundo Boulevard and Imperial Highway. Project No. PW 07-09. (Fiscal Impact: $478,785 – MTA Grant Revenue of $236,766 and Traffic Mitigation fees $242,019). Authorized the Interim City Manager to execute all documents needed to receive the MTA funds, amend the City’s budget as appropriate, and spend the money.

9. Received and filed determination that the City Council does not object to issuance of a new Alcoholic Beverage Control (ABC) license for on-site sale and on-site consumption of alcohol (Type 41 – On-Sale Beer and Wine) at a new restaurant located at 700 Allied Way, Suite A, EA No 789 and AUP No. 08-01. Applicant: The Counter Restaurant c/o Fori and Paula Owurowa. (Fiscal Impact: None)

10. Released the full retention currently held in an escrow account (approximately $1,038,067.68) to SEMA Corporation in connection with the Douglas Street Gap Closure Project - Public Works Project No. 05-06.


MOTION by Council Member Jacobson, SECONDED by Council Member Brann to approve Consent Agenda Items 3, 4, 5, 8, 9, 10 and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MINUTES OF THE REGULAR CITY COUNCIL MEETING
JUNE 4, 2008
PAGE NO. 5

22
CALL ITEMS FROM CONSENT AGENDA

6. Consideration and possible action regarding: 1) the approval of a change order for additional painting at the Park Vista Senior Apartments, and 2) acceptance of all public works activities under Project No. PW 07-12, which includes 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 (348 Main Street). (Fiscal Impact: $14,300.00)

MOTION by Mayor McDowell, SECONDED by Mayor ProTem Busch to approve Change Order No. 2 for additional painting at the Park Vista Senior Apartments, and accepted as complete all public works activities under Project No. PW 07-12, which includes 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 (348 Main Street). (Fiscal Impact: $14,300.00) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

7. Consideration and possible action to waive the formal bidding process and approve a contract with Tyler Technologies for the purchase of Eden Utility Billing software and related support services for the Water Division of Public Works (Fiscal Impact: $69,095).

Mayor ProTem Busch requested that Staff return with a report on the possibility of doing electronic billing with this system.

MOTION by Mayor ProTem Busch, SECONDED by Council Member Fisher, pursuant to El Segundo Municipal Code Section 1-7-10 waive the formal bidding process based on a sole source vendor and approve Contract No. 3829 with Tyler Technologies for the purchase of Eden Utility Billing software and related support services for the Water Division of Public Works. (Fiscal Impact: $69,095) Authorized the City Manager to execute a contract as approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

REPORTS – CITY CLERK

12. Consideration and possible action regarding cancellation of the July 1, 2008 City Council Meeting.

MOTION by Mayor Pro Tem Busch, SECONDED by Mayor McDowell to approve cancellation of the July 1, 2008 City Council Meeting. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MCDOWELL, BUSCH, FISHER AND BRANN. NOES: JACOBSON. 4/1
J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fisher – None

Council Member Jacobson – Moving meetings to Wednesday night causes a conflict with other scheduled meetings.

Council Member Brann – Reported on the Rotary Community Service Awards luncheon, the farewell retirement event for Major General Pawlikowski at the Air Force Base, and the Author’s Fair.

Mayor Pro Tem Busch – Announced Little League closing day, and the Relay for Life.

Mayor McDowell – Spoke on the Author’s Fair.

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.

CELEBRATIONS –

The birth of Soraya Fazeli Dennis, second daughter to Don Dennis and Leyla Fazeli. Don is a fighter/paramedic for the El Segundo Fire Department.

The birth of Hayli Kay McIlroy to parents Nathan and Kati McIlroy, big brother Cooper and is the third grandchild of Susie McIlroy who works in the City Manager’s Office. Nathan is an engineer for the El Segundo Fire Department.

ADJOURNMENT AT 7:30 p.m.

________________________

Cindy Mortesen
City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JUNE 4, 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
Council Member Brann - Present
Council Member Fisher - Present – Arrived at 4:10 p.m.
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.

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:

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

1. Public Employee/Appointment – Title: City Manager

Council moved to open session at 4:05 p.m.

Karl Berger, Assistant City Attorney, announced that the City Council, in closed session, unanimously voted to replace Council Member Fisher with Council Member Brann on ad hoc committee for City Manager search.

Mayor Pro Tem Busch arrived at 4:10 p.m.

SPECIAL MATTERS (OPEN SESSION): -1- matter

1. Interview of candidates and potential appointments to the Recreation and Parks Commission and Senior Citizens Housing Corporation Board. [Note: the interviews will commence at approximately 4:00 p.m. and take place in the West Conference Room in City Hall]
Council consensus to appoint Bob Motta to the Recreation and Parks Commission to a full term to expire 5/30/2012; Don McIlroy and Jerome Osnower to the Senior Citizen Housing Corporation Board to full terms to expire 6/30/2012.

ADJOURNMENT – 4:50 p.m.

______________________________
Cathy Domann, Deputy City Clerk
AGENDA ITEM STATEMENT: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding approval of a $5,000,000 grant from the Federal Aviation Administration (FAA) to be used for the Residential Sound Insulation (RSI) Program.

RECOMMENDED COUNCIL ACTION:

1) City Council accept FAA Grant Agreement for Project No. AIP 3-06-0139-47; 2) Authorize the Mayor to execute the FAA Grant Agreement; and 3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

On April 30, 2008, staff applied for an additional $6,000,000 in FAA Grant Funding for the City's RSI Program. On June 2, the FAA sent a Grant Offer for $5,000,000. The offer is in keeping with previous terms and conditions of previous FAA grants accepted by the City. To date, the City has accepted thirteen (13) FAA grants totaling $26,808,880 and this would be the City's fourteenth (14th) FAA grant, bringing the total to a potential $31,808,880.

Staff recommends that City Council accept the FAA Grant Agreement to continue the Residential Sound Insulation Program. To date, the City has completed RSI Improvements on 737 dwellings. This new grant will be used after current FAA grants and second LAWA grant have been expended and is expected to help fund Groups 36-42.

ATTACHED SUPPORTING DOCUMENTS:

1. Project No. AIP 3-06-0139-47 Grant Offer

FISCAL IMPACT: $5,000,000 to be received in RSI Grant Funds

Operating Budget:
Amount Requested: ___________________________
Account Number: ___________________________
Project Phase: ___________________________
Appropriation Required: ___ Yes ___ No

ORIGINATED: ___________________________
Gary Chicots, Planning and Building Safety Director

REVIEWED BY: ___________________________
Jack Wayt, Interim City Manager
June 2, 2008

Bill Crowe
Assistant City Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245-0989

Dear Mr. Crowe:

Los Angeles International Airport
Project No. AIP 3-06-0139-47
Grant Offer

The Los Angeles International Airport, Fiscal Year 2008 Airport Improvement Program No. 3-06-0139-47 has been approved. Enclosed are two original copies of the grant offer, under which the United States commits itself to participate in an allowable cost of the project not to exceed $5,000,000.

Your acceptance of the grant offer will obligate the city of El Segundo (sponsor) to accomplish the described development. An official of the sponsor shall accept the offer on or before the date specified in paragraph 6, page 2 of the grant offer by signing the enclosed instruments in the space provided.

The date of the execution of the grant offer should be the same as, or later than, the date of the resolution. The certificate of sponsor's attorney shall be the same as, or later than, the date of execution. When the documents are fully executed, certified, attested, and appropriate seals impressed, please return one original copy of the grant agreement to this office and keep one original copy for your files.

Sincerely,

[Signature]

Brian O. Armstrong
Manager, Los Angeles Airport District Office

Enclosures
Date of Offer: June 2, 2008
Los Angeles International Airport/Planning Area
Project No. 3-06-0139-47
DUNS No. 077-264679

TO: City of El Segundo
( hereinafter called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA Project Application dated April 30, 2008 for a grant of Federal funds for a project at or associated with the Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Noise mitigation measures for residences within 65-69 DNL in the city of El Segundo (approximately 138 residential units).

all as more particularly described in the Project Application.
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80 percent of those eligible project costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be $5,000,000.00.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $ 0.00 for planning
   $ 5,000,000.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 20, 2008 or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States, to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
10. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted based on estimates for the described airport development or noise program implementation; and the parties hereby covenant and agree that within 90 days from the date of acceptance of this Grant Offer, the Sponsor shall receive bids for the approved project contained within the grant description.

11. No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the sponsor submits the agreement with the owner of the property required by Assurance 5d of the Part V Assurances and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

11.1. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as may reasonably be requested by the Secretary or the sponsor.

11.2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased or constructed under this grant agreement. Neither the FAA nor the sponsor bears any responsibility for the maintenance and operation of these items.

11.3. If Federal funds for the noise compatibility measures are transferred by the sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.

11.4. The property owner's right to sue the owner of Los Angeles International Airport for adverse noise impact will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed twenty (20) years from the date of the sponsor's acceptance of Federal aid for the project.

12. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

13. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

14. The attached Assurances is incorporated hereto with the Grant Offer and is made a part hereof.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
Brian Q. Armstrong
Manager, Los Angeles Airport District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _______ day of June, 2008.

City of El Segundo
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: ____________________________
(Typed Name of Sponsor's Designated Official Representative)

Title: ___________________________
(Typed Title of Sponsor's Designated Official Representative)

Attest: __________________________

Title: ___________________________

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at __________________________ this _______ day of June, 2008.

(Signature of Sponsor's Attorney)
ASSURANCES
Non-Airport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration.

The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation.
   g. Archeological and Historic Preservation Act of 1974 - 469 through 469c.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

p. American Indian Religious Freedom Act, P.L. 95-341,

Executive Orders

Executive Order 11246 - Equal Employment Opportunity
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted
New Building Construction
Executive Order 12898 - Environmental Justice

Federal Regulations

b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport
   Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
e. 9 CFR Part 3 - Contractors and subcontractors on public building or
   public work financed in whole or part by loans or grants from the
   United States.
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts
   covering federally financed and assisted construction.
g. 41 CFR Part 60 - Office of Federal contract compliance programs, equal
   employment opportunity, Department of Labor (Federally and Federally-
   assisted contracting requirements).
h. 49CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.

i. 49 CFR Part 20 - New restrictions on lobbying.

j. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.

k. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition regulation for Federal and Federally assisted programs.

l. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.

m. 49 CFR Part 27 - Non-Discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.

n. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug free workplace (grants).

o. 49 CFR Part 30 - Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.


a. It has sufficient funds available for that portion of the project costs, which are not to be paid by the United States.

b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement, which it will own or control.
4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

   a. It will not enter into any transaction, or take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

   c. For all noise compatibility projects, which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.

   d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Accounting System, Audit, and Record keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General no later than six (6) months following the close of the fiscal year for which the audit was conducted.

9. Minimum Wage Rates. It shall include, in all contracts in excess of $2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference. It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an
approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

Nonairport Sponsor Assurances 3-2005

15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.

16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
(b) The period during which the sponsor retains ownership or possession of the property.

18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies,
architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.

19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.


a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an
airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26, and may, in appropriate cases refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
Consideration and possible action to accept additional grant funding from the Urban Area Security Initiative Fiscal Year 2006 ("UASI FY06") federal grant program to provide hazardous materials training, urban search and rescue ("USAR") training, and interoperable self-contained breathing apparatus; and authorization for the City Manager to sign a UASI FY06 contract amendment describing the allocation.  
(Fiscal Impact: $205,525)

RECOMMENDED COUNCIL ACTION:

1) Authorize the acceptance of an additional $115,725 in grant funds from the UASI FY06 grant program; 2) Authorize the City Manager to sign an Amendment to City Contract # 3736 with the City of Los Angeles; 3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

In recent years, the City of El Segundo submitted grant proposals to address local needs for training of first response personnel, anti-terrorism, and emergency management operations. The grant awards the City received included items such as a USAR vehicle, equipment for potential response to weapons of mass destruction, interoperable radios, and a law enforcement tactical response vehicle.

(Continued on next page)

ATTACHED SUPPORTING DOCUMENTS:

First Supplemental to Agreement Number C-112250

FISCAL IMPACT: $205,525

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<td>Appropriation Required:</td>
<td>X Yes ___ No</td>
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ORIGINATED:  
Kevin S. Smith, Fire Chief  
DATE: 6-4-08

REVIEWED BY:  
Jack Wayt, Interim City Manager  
DATE: 6-11-08
apply for items not on a regional list, but the chances for receiving a grant award are much reduced.

For the UASI FY06 grant, Los Angeles Area fire departments agreed to allocate the funding toward training that would benefit the region such as hazardous materials and USAR training, as well as for interoperable breathing equipment. The Los Angeles and Long Beach urban areas established requirements for the breathing equipment, and are near completion of testing the potential units. El Segundo Fire Department personnel participated in the regional consortium to provide input during the evaluation process.

In August 2007, the City accepted $89,800 in UASI FY06 grant funding for breathing equipment. It was later determined that due to a miscommunication, the award the City accepted was allocated toward regionally-approved training, and the breathing equipment project was inadvertently omitted under the original contract.

Approval of the contract amendment would allow the City of El Segundo to be included in the regional equipment award to purchase the breathing apparatus selected by the consortium, as well as provide reimbursement for training and related overtime costs for our hazardous materials and USAR programs.
FIRST SUPPLEMENTAL TO AGREEMENT NUMBER C-112250 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF EL SEGUNDO

THIS SUPPLEMENTAL AGREEMENT to Contract Number C-112250 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter called the "City,"), and the City of El Segundo, a municipal corporation (hereinafter called "City of El Segundo" or "Contractor").

WITNESSETH

WHEREAS, the City and the City of El Segundo have entered into an Agreement wherein the City of El Segundo shall provide certain services; and the City shall pay for them using grant funds from the Urban Area Security Initiative ("UASI") for year 2006, said Agreement effective August 28, 2006 through March 31, 2008 shall hereinafter be referred to as the Agreement; and

WHEREAS, the City and Contractor now seek to continue Contractor’s service to various dates for various budget line item projects as described elsewhere in this Agreement; and

WHEREAS, the Los Angeles City Council authorized (CF# 07-0582) on April 18, 2007 an allocation to the Contractor of $89,800 from the UASI 2006 grant award, for certain services as described in Section 202.A of the Agreement and pursuant to budget line item projects 19, 122 and 131; and

WHEREAS, the Los Angeles City Council also authorized (CF# 07-0582) on April 18, 2007 an allocation to the Contractor of $140,725 to expend on regional equipment purchases pursuant to regional budget line item project 112; and

WHEREAS, the Agreement did not include the regional equipment funds of $140,725, and;

WHEREAS, the City and the Contractor are desirous of correcting this technical error by supplementing the Agreement to add the regional equipment purchase line item to the budget in accordance with Los Angeles City Administrative Code 14.8, which authorizes the City to prepare and execute amendments for the purposes of (a) extending the Contractor’s service to October 31, 2008 for the completion of budget line item projects 122 and 131; (b) extending the Contractor’s service to November 28, 2008 for the completion of budget line item project 112; (c) adding additional funds in the amount of One Hundred Forty Thousand Seven Hundred Twenty-Five Dollars ($140,725)
pursuant to budget line item project 112; (d) deleting funds in the amount of Twenty-Five Thousand Dollars ($25,000) pursuant to budget line item project 19; (e) making minor revisions to the budget; and (f) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement; and

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Contract No. C-112250 is attached hereto as Exhibit 1 and incorporated herein by this reference. The terms and conditions of said Contract shall be the terms and conditions of this Supplemental Agreement, except as expressly modified herein.

2. Section 201, Time of Performance, is deleted and replaced by revised Section 201, Time of Performance:

The term of this Agreement shall commence on August 28, 2006, and end as follows: budget line item projects 122 and 131 must be completed by October 31, 2008, and budget line item project 112 must be completed by November 28, 2008, or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete the close out activities. Said term is subject to the provisions herein.

This amendment adds additional time for the completion of certain projects.

3. Section 301A, Payment of Grant Funds and Method of Payment, is amended by deleting the current total dollar amount of $89,800 and replacing it with the new total dollar amount of $205,525.

This amendment adds an additional $115,725 to the total amount of the contract.

4. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes three (3) pages which constitute the entire understanding and agreement of the parties.
IN WITNESS WHEREOF, the City and City of El Segundo have caused this Agreement to be executed by their duly authorized representatives.

<table>
<thead>
<tr>
<th>APPROVED AS TO FORM AND LEGALITY: ROCKARD J. DELGADILLO, City Attorney</th>
<th>For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor</th>
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<tr>
<td>By Deputy City Attorney</td>
<td>By Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office</td>
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<td>By Deputy City Clerk</td>
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<td>By Assistant City Attorney</td>
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City Business License Number: ____________________________
Internal Revenue Service ID Number: ____________________________
Council File/OARS File Number: _____________ Date of Approval

Said Agreement is Number _____________ of City Contracts

First Supplemental Agreement
City of Los Angeles & City of El Segundo
UASI 06

3 3/08
45
Consideration and possible action regarding the approval by the City Council authorizing the City Manager to bid and award a contract for a vehicle to be utilized by the Fire Department as funded in the FY 2007/2008 Equipment Replacement Fund, and approval to retire to auction a pool car.  

(Fiscal Impact: Not to exceed $28,000)

RECOMMENDED COUNCIL ACTION:

Recommendation: 1) Authorize the City Manager to bid and award contract; 2) Authorize staff to surplus vehicle; and 3) Alternatively discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Fire Department has conducted vehicle assessments in conjunction with fleet maintenance personnel and determined that one staff vehicle currently in the Fire Department fleet is in need of replacement. The goal is to optimize the usage of the existing fleet either through replacement or re-assignment within the Department while also considering replacement with alternative fuel and hybrid vehicles. Taken into account are the age, mileage, and repair history, as well as the needs of the Department when purchasing vehicles as replacements. It is proposed that the City authorize the Fire Department to purchase one Ford Escape Hybrid-electric vehicle during the current fiscal year. The cost to purchase the vehicle will not exceed funds accumulated in the current Equipment Replacement schedule.

(Continued on next page)

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT:  Not to exceed $28,000

Operating Budget:    Equipment Replacement Funds
Amount Requested:    $28,000.00
Account Number:      601-400-2901-8105 (Unit 1119 $25,000)
                      601-400-3204-8105 (Unit 3359 $3,000)
Project Phase:    N/A
Appropriation Required:  ___ Yes ___ No

ORIGINATED BY:  DATE:

Kevin S. Smith, Fire Chief  6-4-08

REVIEWED BY:  DATE:

Jack Wayt, Interim City Manager  6-11-08
BACKGROUND & DISCUSSION (continued):

Staff proposes that the Crown Victoria # 3359 pool car (originally a Police patrol vehicle), be replaced with new Ford Escape Hybrid-Electric 4X2 Sports Utility vehicle.

The new vehicle will be assigned to the Administrative Battalion Chief and provide response capability for emergencies. This vehicle will also be used as a back-up for the Fire Department's frontline command vehicle.

It is recommended that the Crown Victoria # 3359 be sent to auction and not reassigned in the City's fleet due to its poor operating condition increasingly unreliability. The vehicle currently used by the Administrative Battalion Chief, a Mercury Marquis #3371, will be reassigned as a Department pool car, used as an administrative vehicle for the Emergency Services Coordinator, Environmental Safety Inspectors, Suppression firefighters, or other professional staff.
Consideration and possible action regarding authorization for the Police Department to purchase nine Ford Crown Victoria police package vehicles piggybacking on an existing Los Angeles County Sheriff's Department contract. (Fiscal Impact: $222,300)

RECOMMENDED COUNCIL ACTION:

1) Authorize the Police Department to replace nine patrol vehicles which were due for replacement in FY 05/06.
2) Pursuant to El Segundo Municipal Code Sec. 1-7-10, waive the bidding process authorizing staff to issue a purchase order piggybacking on an existing Los Angeles County Sheriff’s Department contract.
3) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The Police Department has conducted vehicle assessments in conjunction with fleet maintenance personnel and determined that nine patrol vehicles currently in the police fleet are in need of, and due for replacement. Taken into account are the age, mileage, and repair history, as well as the needs of the Department, when purchasing vehicles as replacements. The cost to purchase the vehicles will not exceed $222,300 which is available from the current equipment replacement fund.

Staff proposes that patrol units 4146, 4147, 4148, 4149, 4151, 4152, 4153, 4156, and 4157 be replaced with new Crown Victorias by piggybacking on an existing Los Angeles County contract PO#-DPO-SH-36501761-1.

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT:

Operating Budget: $386,300
Amount Requested: $222,300
Account Number: 601-400-3101-8105
Project Phase: Appropiation Required: No

ORIGINATED BY: DATE:

David Cummings, Chief of Police

REVIEWED BY: DATE:

Jack Wayt, Interim City Manager
Consideration and possible action regarding the agreement for the Municipal Area Express (MAX) commuter bus service. (Fiscal Impact: FY 08-09 $57,108; FY 09-10 $60,203; FY 10-11 $63,880; Total Fiscal Impact $181,191 over 3 years)

RECOMMENDED COUNCIL ACTION:

1) Approve the agreement and authorize the City Manager to execute the Agreement on behalf of the City; 2) Alternatively, discuss and take other action related to this item.

BACKGROUND & DISCUSSION:

The city of El Segundo has participated in the Municipal Area Express (MAX) transit program since 1991 in cooperation with Lawndale, Los Angeles, Rancho Palos Verdes, Torrance, Lomita, and Los Angeles County. This transit system operates during peak morning and afternoon commuting hours and provides a transportation alternative for south bay area residents and employees to commute to employment areas east of Sepulveda, throughout the south bay and into areas of L.A. County. MAX services many large El Segundo businesses and the Air Force Base.

The MAX Commuter Bus Service Contract is up for renewal at this time. The city of Torrance will continue to be the lead agency. Proposition A funds can be used to finance El Segundo's contribution to the program. El Segundo's proposed contributions for the three-year contract are as follows: FY 08-09 $57,108; FY 09-10 $60,203; and FY 10-11 $63,880.

The proposed agreement has been reviewed and approved by the City Attorney's office.

ATTACHED SUPPORTING DOCUMENTS:

Attachment: 1. Agreement for the MAX Commuter Bus Service
2. MAX Commuter Bus Service Operating Expenses, Revenue and Projections

FISCAL IMPACT: FY 08-09 $57,108; FY 09-10 $60,203; FY 10-11 $63,880

Operating Budget: ---
Account Number: 112-400-5298-6214 (Proposition A Funds)
Amount Requested: ---
Project Phase: ---
Appropriation Required: Yes ___ No X

ORIGINATED:                       DATE: 6/4/09
Richard Brunette, Recreation and Parks Director

REVIEWED BY:                     DATE: 6/11/08
Jack Wayt, Interim City Manager
AGREEMENT FOR MAX COMMUTER BUS SERVICE

THIS AGREEMENT is made and entered into this ____________ day of ____________, 2008, by and between the City of Torrance (hereinafter referred to as "LEAD AGENCY") and the City of El Segundo, the City of Lawndale, the City of Los Angeles, the City of Rancho Palos Verdes, City of Lomita, and the County of Los Angeles, (hereinafter referred to as "AGENCIES" or individually as "AGENCY").

RECITALS

A. LEAD AGENCY and AGENCIES are located in the South Bay area of Los Angeles County, a region which continues to experience a high level of peak-hour traffic.

B. The AGENCIES have previously jointly funded a commuter transportation transit service known as Municipal Area Express (MAX), which provides a much-needed bus service to and within the South Bay aerospace employment center.

C. The AGENCIES recognize the potential cost savings and increased transit efficiency of providing a network of commuter transportation services and a connection to the Metro Green Line in the South Bay by coordinating transit services, administration and marketing.

D. Each AGENCY is willing to fund a share of the cost of MAX by using each AGENCY’s Proposition A and/or Proposition C Local Return Funds.

E. The operation of this joint program is eligible for regional monies to partially fund the cost of MAX.

F. Since 1990, MAX has operated a viable, effective commuter transit alternative for South Bay residents.

AGREEMENT:

1. Administration of Service

The LEAD AGENCY shall implement and administer MAX on behalf of AGENCIES.

2. Term of Agreement

This agreement shall be effective as of July 1, 2008 and shall expire on June 30, 2011, unless the Agreement is terminated earlier as provided in Sections twelve (12) and fourteen (14). This agreement thereafter may be extended on a year to year basis upon the consent of AGENCIES.
3. Organization

A. Policy for MAX shall be set by The Policy Steering Committee ("PSC"). The LEAD AGENCY and each AGENCY shall have the right to appoint either its Mayor, or one member of its City Council or Board, or its City Manager to the PSC. Each member of the PSC shall have one vote. The LEAD AGENCY and each AGENCY shall also appoint an alternate member who shall be its Mayor, a member of its City Council or Board, or a permanent deputy to the Council or Board member representative, or its City Manager. The alternate shall have all of the powers and duties of the regular member at any PSC meeting which the regular member does not attend. Regular and alternate members shall serve at the pleasure of their AGENCY and until their successors are appointed and qualified. Each AGENCY shall notify the LEAD AGENCY staff of its appointees and of any change thereof.

(1) The PSC shall set policy for MAX on the following:

(a) Fares
(b) Route Structure
(c) Award of Contracts
(d) Annual Operating Budget
(e) Participating AGENCY Funding Shares
(f) Lease or Purchase of Vehicles
(g) Increase or Decrease in Scope of Overall Service
(h) Approval of program funding agreements entered into by the LEAD AGENCY
(i) Insurance
(j) Governmental mandates that may require direction for compliance

B. All decisions of the PSC shall be made by majority vote. For the purpose of conducting business, a quorum of the PSC shall comprise of fifty percent (50%) plus one of all the member AGENCIES represented on the PSC.

C. The PSC Chair will lead business meetings. The Vice-Chair will assume the role of Chair. The Vice-Chair will be selected alphabetically by participating agencies based on members’ participation exceeding 60% of attendance within a two-year period.

D. Technical assistance shall be provided to the PSC by the LEAD AGENCY Staff.

4. Provision of Service

The LEAD AGENCY shall implement MAX as described in Exhibits "A" and "B" (attached hereto and incorporated herein as MAX Service Requirements and the MAX Routes, respectively). Substantive changes to Service may only be authorized by the PSC.
5. Fares

The PSC shall establish and authorize changes to the fare structure for patrons utilizing MAX. The annual fare revenues shall be utilized by the LEAD AGENCY to fund the annual expense of operating MAX.

6. Operating Funds and Payment for Service

The LEAD AGENCY shall obtain funds to operate MAX from passenger fares and other sources as they are available. The remainder required to fund MAX shall be provided by the AGENCIES. Each AGENCY shall pay quarterly, upon receipt of an itemized billing from the LEAD AGENCY, one fourth of its annual share, which shall be established by the PSC as part of the annual operating budget.

In addition, each AGENCY agrees to pay the LEAD AGENCY any additional funds as authorized by the PSC which might be required to provide service during any budget year should the costs be greater than anticipated, provided, however, that such additional funds shall not exceed twenty (20) percent of the amount adopted in the annual budget for one year. All billings shall be paid by each AGENCY within thirty (30) days of receipt of an itemized billing by the LEAD AGENCY. Further, if any member jurisdiction pays more than their budget share of actual costs, as determined by an annual audit of the MAX budget, then an equal amount will be deducted from their next quarterly billing in the subsequent budget year. If any member jurisdiction pays less than their budget share of actual costs, as determined by annual audit of the MAX budget, then an equal amount will be added to their next quarterly billing in the subsequent budget year.

7. Permits and Licenses

The LEAD AGENCY shall secure and maintain all permits and licenses required by law for the provision of MAX.

8. Marketing

The LEAD AGENCY shall undertake a marketing program to promote MAX. This program may be implemented either by the LEAD AGENCY staff or under a consultant contract, whichever approach is approved by the PSC. All costs for said marketing shall be considered as a portion of the total costs of MAX for purposes of this Agreement, and shall be authorized annually as part of the MAX budget.

9. Service

The LEAD AGENCY shall prepare a Request for Proposals for a private entity to provide the driving, dispatching, and maintenance for the buses used by MAX. The LEAD AGENCY shall enter into an agreement with the respondent approved by the PSC, which hereinafter shall be referred to as “CONTRACTOR”.

52 [RP CTIP MAX Agreement ATTACHMENT 1]
10. Liability

A. LEAD AGENCY agrees to indemnify, hold harmless and defend each Agency for any claim, legal action or liability arising out of this Agreement.

B. Notwithstanding the provisions of Subsection A, each AGENCY hereby agrees to indemnify, hold harmless and defend LEAD AGENCY and every other AGENCY for any claim, legal action or liability arising out of this Agreement and related to the condition of that AGENCY’s streets, sidewalks, or other public improvements.

11. Insurance

A. The LEAD AGENCY shall require the CONTRACTOR providing MAX services to obtain and maintain in force at all times during the term of the Agreement with the CONTRACTOR commercial general liability and property damage insurance in amounts of not less than ten million dollars ($10,000,000) for injury or death arising out of any one incident; three million dollars ($3,000,000) for injury or death to any one person; and one million dollars ($1,000,000) for property damage. The CONTRACTOR shall also obtain automobile insurance, including collision and comprehensive vehicular liability insurance coverage for all vehicles used to provide MAX services, in amounts of not less than ten million dollars ($10,000,000) for injury or death arising out of any one accident; three million dollars ($3,000,000) for injury or death to any one person; and one million dollars ($1,000,000) for property damage.

B. Certificate of Insurance. The LEAD AGENCY in its agreement with the CONTRACTOR shall require the CONTRACTOR to provide LEAD AGENCY certificates of insurance and a signed agreement form evidencing compliance with Subsection A, above, not less than ten (10) days prior to the commencement of MAX under the Agreement with the CONTRACTOR. Said certificates shall name LEAD AGENCY and each AGENCY and their respective officers, employees and agents, as additional insureds. Each policy shall provide that it may not be canceled or reduced in coverage without sixty (60) days written notice to LEAD AGENCY and each AGENCY.

C. Workers Compensation Insurance. Throughout the term of the Agreement, the CONTRACTOR will be required to obtain and maintain worker’s compensation and employer’s liability insurance as required by the laws of the State of California with limits of at least one million dollars ($1,000,000). A certificate evidencing such insurance coverage shall be filed with LEAD AGENCY and AGENCIES not less than ten (10) days prior to commencement of MAX hereunder.

D. The insurance provisions of this section shall only be changed by the agreement of both the LEAD AGENCY and the PSC.
12. **Failure to Provide Insurance**

Failure on the part of the CONTRACTOR to maintain the required insurance shall constitute grounds for any AGENCY to terminate this Agreement. No such termination initiated by an AGENCY may occur until the AGENCY has given the LEAD AGENCY fourteen (14) calendar days written notice of its intention to do so and the Contractor has failed to obtain the insurance during this time.

13. **Independent Contractor Status**

No employee of the LEAD AGENCY or any AGENCY shall become an employee or officer of the other AGENCY by virtue of entering into this Agreement, and this Agreement shall not create the relationship of agent, servant, employee, partnership, or joint venture between the AGENCIES. No employee or contractor of the LEAD AGENCY will be considered an employee of any AGENCY for purposes of workers’ compensation liability. Each AGENCY shall bear full responsibility for furnishing workers’ compensation benefits to any of its employees for injuries arising from or connected with activities performed by said employee pursuant to this Agreement.

14. **Termination of Agreement**

A. In addition to the grounds of termination provided in Section twelve (12), any AGENCY may withdraw from this Agreement at the end of a given fiscal year by giving written notice to the LEAD AGENCY and the PSC of such intent to terminate ninety (90) days prior to the end of any given fiscal year, which ends on June 30. Within thirty (30) days after such notice is received by the PSC, or at its next regularly scheduled meeting, the PSC shall meet and determine whether to terminate MAX or re-apportion the respective share of any AGENCY terminating participation in MAX. In the event the PSC decides to terminate MAX, the LEAD AGENCY shall terminate all agreements with its CONTRACTOR. AGENCIES shall be responsible for all costs resulting from termination, including the costs resulting from termination of the CONTRACTOR agreements.

B. This Agreement may also be terminated at any time by agreement of the PSC. In the event the PSC decides to terminate MAX, the LEAD AGENCY shall terminate all agreements with its CONTRACTOR. AGENCIES shall be responsible for all costs resulting from termination, including the costs resulting from termination of the CONTRACTOR agreements.

C. Each AGENCY shall be responsible for its respective share of the termination costs as provided in the annual MAX budget. In the event the costs of termination are less than the sums held by the LEAD AGENCY, the LEAD AGENCY shall remit, within thirty (30) days after all termination costs have been paid, each AGENCY’s proportionate share of the remaining balance.
15. **Inability to Perform**

The LEAD AGENCY will not be required to administer or provide MAX during the time and to the extent that it is prevented from performing by acts of God, fire, strike, civil disorder, loss of transportation facilities, loss of funding, lockout, commandeering of materials, products, plants, or facilities by the federal government or any other cause beyond the reasonable control of the LEAD AGENCY.

16. **Record Keeping, Reporting and Auditing**

The LEAD AGENCY will provide access to all records in its possession relating to MAX during normal working hours of the LEAD AGENCY. The LEAD AGENCY shall keep records of all operating costs of MAX in accordance with generally acceptable accounting procedures and in accordance with the requirements of any entity providing funding. The LEAD AGENCY shall retain all records for a minimum of five (5) years following the close of that fiscal year. At any time, any AGENCY, at its own expense, may conduct an audit of the LEAD AGENCY regarding MAX. If such audit finds that the cost of operating MAX are less than previously indicated by the LEAD AGENCY and LEAD AGENCY agrees with the results of said audit, the member AGENCY agrees the difference may, in the sole discretion of the LEAD AGENCY, be:

1. repaid forthwith by the LEAD AGENCY to the AGENCIES in the proportionate shares provided in the annual MAX budget, or

2. credited against any future payments owed hereunder to the LEAD AGENCY.

If such audit finds that the costs of operating the program are greater than payments made by the AGENCY, then the difference shall be paid to the LEAD AGENCY by the AGENCIES, based upon each AGENCY's proportionate share adopted in the most recent MAX budget.

17. **Vehicles**

The LEAD AGENCY shall cause to be supplied sufficient and adequate vehicles, including backup vehicles, to insure that MAX is provided on an uninterrupted basis. All equipment and facilities shall meet all requirements of applicable federal, state and local ordinances and laws.

18. **Notices**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified Mail. When mailed Certified Mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Addresses for purpose of giving notice are as follows:

a. LEAD AGENCY at the following address:

   City of Torrance  
   Office of the City Manager  
   3031 Torrance Boulevard  
   Torrance, CA 90503

   With a copy to:

   City of Torrance  
   City Clerk  
   3031 Torrance Boulevard  
   Torrance, CA 90503

b. Any such notice containing same to each AGENCY shall be addressed as follows:

   City of El Segundo  
   Office of the City Manager  
   350 Main Street  
   El Segundo, CA 90245

   City of Lawndale  
   Office of the City Manager  
   14717 Burin Avenue  
   Lawndale, CA 90260

   Los Angeles County Department Of Public Works  
   Transit Operation Section  
   PO Box 1460  
   Alhambra, CA 91802-1460

   City of Los Angeles  
   Office of the General Manager  
   Department of Transportation  
   200 North Spring Street  
   Los Angeles, CA 90012

   City of Rancho Palos Verdes  
   Office of the City Manager  
   30940 Hawthorne Blvd.  
   Rancho Palos Verdes, CA 90274

   City of Lomita  
   Office of the City Administrator  
   P.O. Box 339  
   Lomita, CA 90717
19. **New Parties**

The PSC can accept new AGENCIES as participants in MAX. In such an event, the LEAD AGENCY shall enter into an agreement with said AGENCY providing said AGENCY with the same rights and obligations of each other participating AGENCY. The PSC shall determine the percentage contribution required for said entity and the obligation of each signatory to the Agreement reflected in the annual MAX budget shall be proportionately reduced to reflect the percentage allocated to the new AGENCY.

20. **Governing Law; Jurisdiction**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

21. **Integration; Amendment**

This Agreement represents the entire understanding of LEAD AGENCY and each AGENCY as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by all parties. The Agreement may be executed in multiple counterparts.

22. **Interpretation**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

23. **Severability**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

24. **Waiver of Breach**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party’s consent or approval of any act by the other party requiring the party’s consent or approval will not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any default concerning the same or any other provision of this Agreement.
IN WITNESS WHEREOF, this Agreement is executed by the parties as follows:

CITY OF TORRANCE
LEAD AGENCY

___________________________________
Frank Scotto
Mayor

ATTEST:

___________________________________
Sue Herbers
City Clerk

APPROVED AS TO FORM:

John L. Fellows III
City Attorney

By: ________________________________
CITY OF EL SEGUNDO

Kelly McDowell
Mayor

ATTEST:

______________________________
Cindy Mortesen
City Clerk

APPROVED AS TO FORM:

______________________________
Mark Hensley
City Attorney
CITY OF LAWNDALE

Harold Hofmann
Mayor

ATTEST:

Paula Hartwill
City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel
City Attorney
CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION

Wayne K. Tanda
General Manager

ATTEST:

Frank Martinez
City Clerk

APPROVED AS TO FORM:

Shelley I. Smith
Asst. City Attorney
COUNTY OF LOS ANGELES

Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By ____________________________
   Deputy
CITY OF RANCHO PALOS VERDES

____________________________
Thomas D. Long
Mayor

ATTEST:

____________________________
Carla Morreale
City Clerk

APPROVED AS TO FORM:

____________________________
Carol Lynch
City Attorney
CITY OF LOMITA

Mark Waronek
Mayor

ATTEST:

Dawn Tomita
City Clerk

APPROVED AS TO FORM:

Christi Hogin
City Attorney
EXHIBIT A

MAX Service Requirements

MAX shall operate during peak weekday commuting hours, on a schedule approved by the Policy Steering Committee. MAX will operate Monday through Friday, with the exception of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

MAX shall be provided on routes in the South Bay area of Los Angeles County as identified in Exhibit B to this Agreement. MAX service shall be open to the general public and provided as a commuter bus.

MAX shall utilize a fleet of 14 transit coaches with commuter-style amenities such as reclinable seats, reading lights and climate control. All MAX coaches shall be fully wheelchair accessible in compliance with the Americans with Disabilities Act.
## ATTACHMENT # 2

### Operating Expenses

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<td><strong>$991,967</strong></td>
<td><strong>$1,210,560</strong></td>
<td><strong>$1,247,015</strong></td>
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### Revenues

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**Torrance Variance**: $(2,407) $31,411 $80,321 $13,395 $15,918

New Contract for FY09-11

### Operating Expenses

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<td>Professional/Technical Services</td>
<td>$36,666</td>
<td>$36,666</td>
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</tr>
<tr>
<td>Advertising and Publishing</td>
<td>$21,000</td>
<td>$21,000</td>
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<tr>
<td>Special or Contract Services</td>
<td>$2,662,513</td>
<td>$3,618,941</td>
<td>$956,428</td>
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<tr>
<td>Indirect Cost</td>
<td>$9,204</td>
<td>$9,204</td>
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</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$2,791,483</strong></td>
<td><strong>$3,747,911</strong></td>
<td><strong>$956,428</strong></td>
</tr>
</tbody>
</table>

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>FY 2007-08</th>
<th>FY 2008-09</th>
<th>variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted</td>
<td>Proposed</td>
<td></td>
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<tr>
<td>Prop C Discretionary - Service Exp</td>
<td>$1,313,244</td>
<td>$1,313,244</td>
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<tr>
<td>Passenger Cash Fares</td>
<td>$280,000</td>
<td>$300,000</td>
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<tr>
<td>Miscellaneous Revenues</td>
<td>Participanct Contributions</td>
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<td></td>
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<tr>
<td>El Segundo</td>
<td>$101,706</td>
<td>$181,191</td>
<td>$79,485</td>
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<tr>
<td>Lawndale</td>
<td>$19,524</td>
<td>$34,783</td>
<td>$15,259</td>
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<tr>
<td>Lomita</td>
<td>$19,517</td>
<td>$34,770</td>
<td>$15,253</td>
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<tr>
<td>Los Angeles</td>
<td>$386,460</td>
<td>$688,481</td>
<td>$302,021</td>
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<td>L.A. County</td>
<td>$38,525</td>
<td>$68,633</td>
<td>$30,108</td>
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<tr>
<td>Rancho Palos Verdes</td>
<td>$192,220</td>
<td>$342,439</td>
<td>$150,219</td>
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<tr>
<td>Torrance</td>
<td>$440,285</td>
<td>$784,371</td>
<td>$344,086</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$2,791,481</strong></td>
<td><strong>$3,747,912</strong></td>
<td><strong>$956,431</strong></td>
</tr>
</tbody>
</table>