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, DECEMBER 16, 2008 - 5:00 P.M.

Next Resolution # 4883
Next Ordinance # 1425

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)) –
-2- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. Coleman v. City of El Segundo, LASC Case No. YC057685

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): -1- matter.

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

1. Public Employee Performance Evaluation:
   Title: City Attorney

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): - 3- matters
City Negotiators: City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) El Segundo Police Officers' Association; (2) El Segundo Firefighter's Association; (3) the El Segundo Police Management Association.

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

SPECIAL MATTERS: - 0- matter
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 16, 2008 - 7:00 P.M.

Next Resolution # 4883
Next Ordinance # 1425

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Mark Stepp, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Don Brann
PRESENTATIONS

(a) Commendation on behalf of the sponsors, supporters and volunteers of the El Segundo Community Christmas Dinner to be held at 1:00 p.m. on Christmas Day at the Joslyn Center at Recreation & Parks.
(b) Commendation for the Mighty Mights.

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)

1. Consideration and possible action (Public Hearing) regarding the proposed projects and budget for the 2009-2010 Community Development Block Grant (CDBG) Program Year. Estimated CDBG budget allocation for Program Year 2009-2010 is approximately $86,933. (Fiscal Impact: $86,933)
Recommendation – (1) Open public hearing and take testimony; (2) Close public hearing and discuss item; (3) Adopt the new 2009-2010 CDBG projects and budget; (4) Authorize the City Manager to execute the contracts, as to form approved by the City Attorney, with the Los Angeles County Community Development Commission, and with all sub-recipients receiving CDBG funds; (5) Alternatively, discuss and take other possible action related to this item.

C. UNFINISHED BUSINESS
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

2. Consideration and possible action to appoint a representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District. (Fiscal Impact: None)

Recommendation – (1) Appoint a representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District; (2) Direct the City Clerk to send a letter to the District's Executive Director confirming the appointment date and vote of the City Council; (3) 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.

3. Warrant Numbers 2569090 to 2569338 on Register No. 5 in the total amount of $1,167,004.70 and Wire Transfers from 11/21/2008 through 12/04/2008 in the total amount of $738,270.99.

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.


Recommendation – Approval.

5. Consideration and possible action authorizing the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with Southern California Risk Management Associates, Inc. (SCRMA) to serve as the third party administrator for the City's self-insured Workers' Compensation Program for a period of three years, with an option to extend for two additional years. (Fiscal Impact: $76,750 for first year of contract)

Recommendation – (1) Authorize the City Manager to execute a three year Professional Services Agreement, with an option to extend for two additional years, with Southern California Risk Management Associates, Inc. to serve as the third party administrator for the City's self-insured Workers' Compensation Program; (2) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) with the City of El Segundo and the El Segundo Police Officers’ Association. (Fiscal Impact: $808,997)
Recommendation – (1) Approve the Agreement; (2) Adopt the Resolution approving the Memorandum of Understanding; (3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) with and the El Segundo Police Managers' Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691.)
Recommendation – (1) Approve the Agreement; (2) Adopt the Resolution approving the Memorandum of Understanding; (3) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action authorizing the recording of the Notices of Completion and authorizing the City Manager to accept completion of work for 43 homes related to the City’s Residential Sound Insulation Program’s Group 23 (Project No. RSI 07-10) and Group 28 (Project No. RSI 08-06). (Final Contract Amounts: $763,276.26 and $497,731.09)
Recommendation – (1) Authorize the City Clerk to file the City's Planning and Building Safety Director's Notices of Completion in the County Recorder's Office; (2) Authorize the City Manager, or designee, to close out Project Nos. RSI 07-10 and RSI 08-06; (3) Alternatively discuss and take other action related to this item.

9. Consideration and possible action regarding the approval of Contract Change Order No. 1 in conjunction with construction of Stevenson Field Bleachers Project PW 08-07. (Fiscal Impact: $9,200)
Recommendation - (1) Authorize the Director of Public Works to execute Change Order Number 1 to the existing standard Public Works Contract with FS Construction, Inc. in the total amount of $9,200.00; (2) transfer $9,200.00 from the Softball Wall Project 301-400-8202-8996 and, (3) Alternatively discuss and take other action related to this item.

10. Consideration and possible action authorizing the City Manager to execute a Professional Services Agreement with Rossetti Associates, Inc. for the Swimming Pool Alternatives Study in El Segundo. (Fiscal Impact: $41,500.00)
Recommendation – (1) Authorize the City Manager to execute a Professional Services Agreement with Rossetti Associates, Inc. in a form approved by the City Attorney in the amount of $41,500.00; (2) Alternatively, discuss and take other action related to this item.
11. Consideration and possible action authorizing the City Manager to execute a Professional Services Agreement with Environmental Engineering and Contracting Inc. for the Sewer System Management Plan. (Fiscal Impact: $35,505)

Recommendation – (1) Authorize the City Manager to execute a Professional Services Agreement with Environmental Engineering and Contracting Inc., in a form approved by the City Attorney in the amount of $35,505; (2) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding Adoption of Plans and Specifications to install an Enhanced Vapor Recovery (EVR) system at the fueling station located at the City Maintenance Facility (150 Illinois Street) for compliance with South Coast Air Quality Management District (SCAQMD) Requirements. Project No.: PW 08-16 (Fiscal Impact: $65,000)

Recommendation – (1) Adopt Plans and Specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Fleming Environmental, Inc., for rehabilitation of Sycamore Park Playground (southeast corner of Sycamore Avenue and California Street). Approved Capital Improvement Project. Project No. PW 08-12 (Fiscal Impact: $116,708)

Recommendation – (1) Authorize the City Manager to execute a standard Public Works Contract in a form as approved by the City Attorney with Fleming Environmental, Inc., in the amount of $116,708.00; (2) Alternatively, discuss and take other action related to this item.

14. Consideration and possible action regarding an amendment to the contract with the Two Roads Professional Resources, Inc. to provide construction management services for the construction of the new Fire Station No. 2, located at 2261 East Mariposa Avenue.

Recommendation – (1) Authorize the City Manager to execute an amendment with Two Roads Professional Resources, Inc., for an amount not to exceed $150,000; (2) Alternatively, discuss and take other action related to this item.
15. Consideration and possible action regarding an extension to the City's current agreement with MWW Group for consultant services related to the City's efforts regarding Los Angeles International Airport. (Fiscal Impact: $96,000)

Recommendation – (1) Authorize the Mayor to execute the attached consultant agreement with the MWW Group; (2) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Fisher –
Council Member Jacobson –

16. Consideration and possible action to review the Traffic Committee decision regarding the removal of stop signs on Hillcrest Street at Walnut Avenue. (Fiscal Impact: $1,000)

Recommendation – (1) Review the Traffic Committee decision of December 4, 2008 regarding the placement of stop signs at the intersection of Hillcrest Street and Walnut Avenue; (2) Alternatively, discuss and take other action related to this item.

Mayor Pro Tem Busch –

Mayor McDowell –

17. Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

Recommendation – Approve request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows; or, alternatively, discuss and take other action related to this item:
1. Approval of a Conditional Use Permit and waiver of regulations in ESMC Section 15-23-4;
2. The use of air rights and waiver of the Santa Monica Radial 160 R procedure (FAA should be contacted);
3. Grant a free business license for a non-profit organization (ESMC 4-1-7);
4. Waiver of ESMC 8-4-11B (Driveway Permits Required) and ESMC 8-5-11 (Parking on Grades);
5. Waiver of the Noise Ordinance to permit the sound of bells (ESMC 7-2-3);
6. Waiver of the Trespass Ordinance (ESMC 7-6-3) including 6-5-11 dealing with trespassing animals; and
7. Waiver of the ordinance on Animal Regulations (ESMC 6-2-1)

Additionally, Mr. S. Claus has been directed to the Coastal Commission for clearance over the ocean; D.M.V. for a valid vehicle registration; Department of Health & Welfare to ensure his elves are receiving minimum wage; and the Air Quality Management District to ensure a safe and clear sleigh ride.

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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: 12-11-08
TIME: 2:00 p.m.
NAME: S.M. JG
WHEREAS, The El Segundo Community Christmas Dinner was conceived by El Segundo resident Bill Coffman in 1983; Bill solicited the help of local businesses, residents and organizations to fund, cook and serve a traditional Christmas dinner that brought people together to share the holiday spirit; and

WHEREAS, The El Segundo Community Christmas Dinner has become a hometown tradition that has served the community for 25 years. The last 20 Christmas dinners have been served at the Joslyn Center; and

WHEREAS, The Annual Christmas Dinner will be provided this season with the assistance of the El Segundo Rotary and the generous donations of food and preparation by the Hacienda Hotel, and the time and efforts of two new resident volunteers Linda Shepard and Heather Grottke, together with a host of friends; and

WHEREAS, The El Segundo Community Christmas Dinner will be held at 1:00 p.m. on December 25th at the Recreation & Parks Department’s Joslyn Center, for the benefit of all those in the community who wish to participate in fellowship and share in some Christmas cheer.

NOW, THEREFORE, on this 16th day of December, 2008, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby commend and thank all sponsors, supporters and volunteers, for their unselfish community service in keeping this hometown holiday tradition alive in El Segundo.

Mayor Kelly McDowell
Mayor Pro Tem Eric H. Busch
Council Member Carl Jackson
Council Member Bill Fisher
Council Member Don Brann

011
PRESENTATIONS

(b) Commendation for the Mighty Mights.
AGENDA DESCRIPTION:
Consideration and possible action regarding (Public Hearing) the proposed projects and budget for the 2009-2010 Community Development Block Grant (CDBG) Program Year. Estimated CDBG budget allocation for Program Year 2009-2010 is approximately $86,933. (Fiscal Impact: $86,933).

RECOMMENDED COUNCIL ACTION:
1. Open public hearing and take testimony;
2. Close public hearing and discuss item;
3. Adopt the new 2009-2010 CDBG projects and budget;
4. Authorize the City Manager to execute the contracts, as to form approved by the City Attorney, with the Los Angeles County Community Development Commission, and with all sub-recipients receiving CDBG funds; and/or,
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT:

Amount Budgeted: $41,023 ($38,850 City's FY 08/09; $2,173 CDBG FY 09/10)
Additional Appropriation: $95,267 ($10,507 City’s FY 09/10; CDBG FY 09/10 $84,760) Based Upon Estimated CDBG Allocation
Account Number(s): CDBG-Fund - ADA Ramps 111-400-2781-8499/6214; CDBG Fund - Program Administration 111-400-2779-6206

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Each year, Community Development Block Grant (CDBG) funds are allocated to cities by the Federal Housing and Urban Development Department (HUD) and administered through the Los Angeles County Community Development Commission (CDC). Participating cities receive funding based upon the total number of cities participating in the County's program, and a City's commitment to provide housing, economic, social service, and community development opportunities that principally benefit persons of low and moderate income levels.
Since 1986, the City of El Segundo has annually participated in the Los Angeles Urban County's CDBG Program. In order to continue its participation in the upcoming 2009-2010 program year, which begins on July 1, 2009, and ends on June 30, 2010, the City of El Segundo must prepare and submit its proposed CDBG project descriptions to the Los Angeles County Community Development Commission by February 2, 2009, for review and approval.

Pursuant to Federal requirements, notice of this public hearing was posted in public buildings within the City. Federal requirements also mandate that as part of the hearing, the Council and public be informed of the range of eligible housing and community development activities that may be funded under the CDBG program. Interested persons may obtain a copy of the Federal eligibility guidelines, available at the City of El Segundo's Department of Planning and Building Safety, during regular business hours.

**Proposed CDBG Projects and Budgets**

The proposed 2009-2010 CDBG allocation for the City of El Segundo is approximately $86,933. This is a planning estimate only; the Los Angeles County Community Development Commission (CDC) will not receive the final appropriation from HUD until Spring 2009. The City's final CDBG allocation may be more or less than the planning estimate. Generally, however, the final allocation is within 10% of the estimate provided. There will be little or no change in CDBG funding levels from last year.

**Proposed CDBG Projects and Budgets for 2009-2010**

Annually, the CDBG Program allows for a 10% allocation for General Administration and a 15% allocation towards public service activities. Fifteen percent of the City's annual CDBG allocation for 2009-2010 equals approximately $13,040. Ten percent of the City's 2009-2010 allocation is $8,693.

Rather than using CDBG funds for public service projects including Home Delivered Meals and Senior In-Home Care, these services will continue to be supported with General Funds. On September 16, 2008, the City Council approved a 2008-2009 General Fund appropriation of approximately $63,000 to support the continuation of Senior In-Home Care, Home Delivered Meals, and a portion of CDBG General Administration at existing service levels. The Home Delivered Meals project budget is $26,000. Approximately $10,000 in client donations also supports this project's operation. The Senior In-Home Care project budget is $16,000.

For the 2009-2010 CDBG Program Year, it is recommended that CDBG funds support the continuation of the installation of handicapped access concrete ramps throughout the City. With the recent success of the CDBG-funded installation of 63 handicapped-access concrete ramps project, and with an additional 50 - 60 curbs throughout the City requiring replacement, staff proposes allocating $78,240 of its FY 2009-2010 CDBG funds towards this project; continuing to serve more residents and increasing the efficiency and effectiveness of the City's federal funds.
On October 7, 2008, the El Segundo City Council approved the use of General Funds to continue the Juvenile Diversion Project and reallocate CDBG funds in an amount of $13,039 to an alternate CDBG project. It is recommended that the unallocated amount of $13,039 be carried forward and added to the CDBG handicapped access concrete ramp project. Furthermore, it is recommended that additional unspent, unallocated CDBG funds from last year’s Minor Home Repair project totaling $25,811 (for a combined total of $38,850 including the $13,039 reallocated from Juvenile Diversion) be added to the 2009-2010 CDBG handicapped access concrete ramp project bringing the final project budget total to $117,090.

A complete list of the proposed CDBG 2009-2010 projects and budgets are:

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<tr>
<th>Project</th>
<th>Source of Funds</th>
<th>Total Budget</th>
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<tbody>
<tr>
<td>American with Disabilities Act (ADA)</td>
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<tr>
<td>Handicapped Access Concrete Ramps</td>
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<td></td>
<td>$38,850 (CDBG)* + $78,240 (CDBG) =</td>
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<td>CDBG Program Administration (maximum 10%)</td>
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<td>$2,173 (CDBG)* + $6,520 (CDBG)+$10,507 (GF)**=$19,200</td>
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*Part of City’s FY 2008-2009 Adopted Budget
**Appropriation to be approved during City’s 2009-2010 budget cycle
Consideration and possible action to appoint a representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Appoint a representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District;
2. Direct the City Clerk to send a letter to the District's Executive Director confirming the appointment date and vote of the City Council;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

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ORIGINATED BY: Bill Crowe, Assistant City Manager

REVIEWED BY:

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The City is a member of the Los Angeles County West Vector & Vector-Borne Control District (District), which is responsible for making policy concerning the eradication of various vectors such as mosquitoes, rats and the Africanized honeybees. The District was formed in 1944 and now covers 640 square miles, containing 23 cities and unincorporated territory of the County of Los Angeles. The District provides services for 3,480,000 people. This makes the District the second largest vector control district in the state of California by population served.

The District includes the cities of Agoura Hills, Beverly Hills, Calabasas, Culver City, El Segundo, Hawthorne, Hermosa Beach, Hidden Hills, Inglewood, Lawndale, Lomita, the westerly portion of Los Angeles City, Malibu, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Santa Monica, Torrance, West Hollywood, Westlake Village, and unincorporated territory of the County of Los Angeles.
The District is governed by a Board of Trustees and each city and county within its boundaries is allowed to have one representative on the Board. The appointment process for the District is governed by state statute and is as follows:

1. The California Health and Safety Codes restrict first time appointments of a Trustee to a two (2) year term. Following that term, a Trustee may be reappointed to a two (2) or four (4) year term at the discretion of the appointing body (City Council).
2. Trustees who attend the regularly scheduled meeting are compensated with a payment of $50 in lieu of expenses.
3. A Trustee must be a resident and an elector of the city from which he/she is appointed.
4. If a reappointment is not made prior to the end of the Trustee's term, the Trustee will continue to serve and represent that entity until officially reappointed or replaced.
5. Verification of the reappointment or replacement is to be done by written notice certified by the city clerk and mailed to the District for filing.
6. Trustees do not serve at the pleasure of the appointing body. Specifically, the Trustee's appointment cannot be rescinded by the appointing body during the length of the term. This allows the Trustee to act in the best interest of public health free of any undue political pressure. Replacement during the term is permitted only in the event of the death, resignation, or incapacity of the Trustee.

Former City Councilwoman Sandra Jacobs has represented the City on the Board of Trustees since her appointment by the City Council in February 2001. She was reappointed by the Council for a four year term in February 2004. Her current term runs through December 31, 2008. Prior to the current incumbent, Council Member Carl Jacobson served several terms on the District’s Board of Trustees including a term as President of the Board.
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<td>C.O.P.S. FUND</td>
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<td>122</td>
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<td>CAPITAL IMPROVEMENT FUND</td>
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<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>WATER UTILITY FUND</td>
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<td>WASTEWATER FUND</td>
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<td>503</td>
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<td>EXPENDABLE TRUST FUND - OTHER</td>
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<td>OUTSIDE SERVICES TRUST</td>
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**TOTAL WARRANTS**

$1,167,004.70

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**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/urgence payments for materials, supplies and services in support of City Operations.

For Ratification:

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

**B - F:** Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such 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:**

**DATE:** 12/08/08

**CITY MANAGER:**

**DATE:** 12/08/08

---

**VOID CHECKS DUE TO ALIGNMENT:**

**N/A**

**VOID CHECKS DUE TO INCORRECT CHECK DATE:**

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:**

**NOTES**
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
11/21/2008 THROUGH 12/04/2008

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<th>Date</th>
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<th>Amount</th>
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<td>11/21/2008</td>
<td>La Salle</td>
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<td>Workers Comp Activity</td>
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**DATE OF RATIFICATION: 12/16/08**
**TOTAL PAYMENTS BY WIRE:**

738,270.99

Certified as to the accuracy of the wire transfers by:

Deputy Treasurer: [Signature] 12/4/08
Director of Finance: [Signature] 12/8/08
City Manager: [Signature] 12/9/08

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 2, 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.

SPECIAL ORDER OF BUSINESS:

None

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

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) –
-3- matter

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
Allstar Fire Equipment Co. v. City of Los Angeles, LASC Case No. BS115556
Coleman v. City of El Segundo, LASC Case No. YC057685

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): -1- 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: 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) El Segundo Police Officers' Association; (3) El Segundo Firefighter's Association; (4) the El Segundo Police Management 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  
TUESDAY, DECEMBER 2, 2008 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Pastor Wes Harding, El Segundo Foursquare Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch

PRESENTATIONS

a. Council Member Fisher presented a Proclamation proclaiming the 1200 Block of Acacia Avenue as CANDY CANE LANE from December 13, 2008 at 7:00 p.m., through December 23, 2008, and inviting the young and young at heart to experience the wonders of this El Segundo holiday tradition.

b. Mayor McDowell presented a Commendation to Benny Pessia honoring him as the El Segundo Police Department’s RSVP of the Year.

c. Mayor Pro Tem Busch presented a proclamation proclaiming December, 2008 the month for “Lighting Up the Community” and invite the residents of El Segundo to warmly welcome the members of the El Segundo Boy Scouts as they judge the 2008 Lighting Up the Community program.

d. Council Member Brann presented a proclamation to Julie Warner, Chamber of Commerce, proclaiming Sunday, December 14, 2008 as the 45th Annual El Segundo Holiday Parade, and invited the community to all the traditional El Segundo holiday events.

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.

John Mccarty, resident, thanked El Segundo Paramedics and Fire Department for their recent emergency medical response.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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

1. Approved Warrant Numbers 2568886 to 2569089 on Register No. 4 in the total amount of $1,340,791.49 and Wire Transfers from 11/07/2008 through 11/20/2008 in the total amount of $1,767,156.63. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Approved Regular City Council Meeting Minutes and Special City Council Meeting Minutes of November 18, 2008.

3. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN
4. Authorized the City Clerk to file the City's Planning and Building Safety Director's Notices of Completion in the County Recorder's Office and authorized the City Manager to accept completion of work for 81 homes related to the City's Residential Sound Insulation Program Groups 24 (Project No. RSI 08-02), 25 (Project No. RSI 08-03) and 26 (Project No. RSI 08-04). (Final Contract Amount: $795,617.93, $753,940.48 and $797,024.16)

5. Adopted Resolution No. 4578 to clarify and supplement Resolution 4574 adopted on October 21, 2008 establishing certain city-wide fees and charges specifically for Building Safety Division and Fire Department for public services provided to the public. (Fiscal Impact: $0)

6. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

7. Adopted annual resolutions updating the employer's contribution under the Public Employees' Medical and Hospital Care Act for El Segundo City Employees' Association, Resolution No. 4579, El Segundo Police Support Services Association, Resolution No. 4580, and El Segundo Supervisory and Professional Employees' Association, Resolution 4581. (Fiscal Impact: Included in Adopted Budget)

8. PULLED FOR DISCUSSION BY MAYOR PRO TEM BUSCH

9. Authorized the City Manager to execute standard Public Works Contract No. 3880, in a form approved by the City Attorney, to Southwest Pipeline and Trenchless Corporation for trenchless rehabilitation of the sanitary sewer main on Imperial Highway from east to west City limit. Approved Capital Improvement Project. Project No. PW 08-10 (Fiscal Impact: $465,795.00)

10. Approved the request from the Young Americans Workshop Committee regarding its banners Consideration allow banners from the Young Americans Workshop Committee to be hung over Main Street at no cost. (Fiscal Impact: $178.00)

MOTION by Council Member Fisher, SECONDED by Council Member Brann to approve Consent Agenda Items 1, 2, 4, 5, 7, 9 and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

CALL ITEMS FROM CONSENT AGENDA

3. Consideration and possible action regarding a proposed Amendment No. 3 to the Contract No. 3359 with Jenkins & Higin, LLP increasing the hourly rates and retainer amount for City Attorney services. (Fiscal Impact: $0)

MOTION by Council Member Brann to table item until an evaluation of Attorney services could be studied. MOTION FAILED FOR LACK OF SECOND.
MOTION by Mayor McDowell, SECONDED by Council Member Jacobson to approve Amendment No. 3 to the Contract No. 3359 with Jenkins & Hogin, LLP increasing the hourly rates and retainer amount for City Attorney Services. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO TEM BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

Council Member Brann requested that an item regarding City Attorney Services be placed on the next Closed Session Agenda.

6. Consideration and possible action authorizing the City Manager to execute a Professional Services Agreement in a form approved by the City Attorney, with All City Management Services Inc. (ACMS) for crossing guard services to El Segundo Unified School District schools for a period of one year, plus an annual renewal extension. (Fiscal Impact: $75,600; 2008-2009)

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Busch to authorize the City Manager to execute Professional Services Agreement No. 3881, in a form approved by the City Attorney, with All City Management Services Inc. (ACMS) for crossing guard services to El Segundo Unified School District schools for a period of one year, plus an annual renewal extension. (Fiscal Impact: $75,600; 2008-2009) MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

8. Consideration and possible action regarding a Resolution providing for salary increases and benefit changes to Chapter 1A2 (Management-Confidential Series - includes all non-represented employees except the City Manager) of the El Segundo Administrative Code. (Fiscal Impact: $235,294 salary and benefit increases for Executive Management, Mid-Management/Confidential Employees; plus $190,419 in Salary Increases to resolve Salary Compaction in Public Safety for a grand total of $425,713.)

MOTION by Mayor McDowell, SECONDED by Council Member Fisher to approve Resolution No. 4582 providing for salary increases and benefit changes to Chapter 1A2 (Management-Confidential Series - includes all non-represented employees except the City Manager) of the El Segundo Administrative Code as modified to approve the Battalion Chief increase of 16.9 percent with the structural change of a 7.9 percent pay increase with the remainder of the increase incentivized upon obtaining Bachelor’s Degree and Master’s Degree from an accredited College or University.

SUBSTITUTE MOTION by Mayor Pro Tem Busch, SECONDED By Council Member Brann to approve the Battalion Chief increase of 16.9 percent with the structural change of a 7.9 percent pay increase with the remainder of the increase incentivized upon obtaining Bachelor’s Degree and Master’s Degree from an accredited College or University and return to Council with this item at the next meeting on December 16, 2008. MOTION FAILED BY THE FOLLOWING VOTE: AYES: MAYOR PRO TEM BUSCH AND COUNCIL MEMBER BRANN; NOES: MAYOR MCDOWELL, COUNCIL MEMBERS FISHER AND JACOBSON. 2/3
ORIGINAL MOTION by Mayor McDowell, SECONDED by Council Member Fisher to approve Resolution No. 4582 providing for salary increases and benefit changes to Chapter 1A2 (Management-Confidential Series - includes all non-represented employees except the City Manager) of the El Segundo Administrative Code as modified to approve the Battalion Chief increase of 16.9 percent with the structural change of a 7.9 percent pay increase with the remainder of the increase incentivized upon obtaining Bachelor's Degree and Master's Degree from an accredited College or University. MOTION PASSED BY THE FOLLOWING VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO TEM BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON. NOES: COUNCIL MEMBER BRANN. 4/1

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

11. Consideration and possible action regarding Council consensus to cancel the January 6, 2009 City Council Meeting. (Fiscal Impact: None)

MOTION by Mayor McDowell, SECOND by Mayor Pro Tem Busch to Council the January 6, 2009 City Council Meeting. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

REPORTS – CITY TREASURER

REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – NONE

Council Member Fisher – NONE

12. Consideration and possible action to review and either uphold, overturn or modify the Traffic Committee decision regarding the proposed placement of stop signs on Hillcrest Street at Sycamore Avenue. (Fiscal Impact: $1,000)

Dana Greenwood, Public Works Director, responded to Council questions.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to approve the Traffic Committee decision of October 2, 2008 regarding the placement of stop signs at the intersection of Hillcrest Street and Sycamore Avenue. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Member Jacobson requested an item be agendized for the next meeting regarding the removal of the stop sign at Walnut and Hillcrest.

Council Member Jacobson – NONE
Mayor Pro Tem Busch – NONE

Mayor McDowell – Spoke regarding the LED Christmas light exchange.

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.

John McCarty, resident, spoke regarding the economic recession.

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 7:52 p.m.

Cathy Domann, Deputy City Clerk
AGENDA DESCRIPTION:

Consideration and possible action authorizing the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with Southern California Risk Management Associates, Inc. (SCRMA) to serve as the third party administrator for the City's self-insured Workers' Compensation Program for a period of three years, with an option to extend for two additional years. (Fiscal Impact: $76,750 for first year of contract)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a three year Professional Services Agreement, with an option to extend for two additional years, with Southern California Risk Management Associates, Inc. to serve as the third party administrator for the City's self-insured Workers' Compensation Program.

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

ATTACHED SUPPORTING DOCUMENTS:

1. Scope of Work (Attachment A)
2. Schedule of Compensation (Attachment B)

FISCAL IMPACT: ($76,750) Included in adopted budget.

Amount Budgeted:
Additional Appropriation:
Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The Workers’ Compensation Fund is an internal service fund to account for revenues and expenditures associated with the City’s self-insured Workers’ Compensation Program. The City self-insures the first $350,000 of Workers’ Compensation claim coverage and purchases excess insurance to cover expenses above that amount. Currently, the City utilizes the firm of Southern California Risk Management Associates, Inc. (SCRMA) to serve as the third-party administrator for workers’ compensation claims. Internal staff support and coordination of the City’s Workers’ Compensation Program is principally provided by Human Resources staff. Litigated claims are handled by Derek Straatsma, Esq., a partner with the firm of Goldman, Magdalin and Krikes, with coordination and support provided by SCRMA’s Senior Claims Examiner and the City’s Director of Human Resources.
SCRMA has served as the City’s third-party administrator since 1988 and its current contract was awarded in 2003, following a formal Request for Proposal process.

The current Request for Proposal process was initiated in October 2008. Request for Proposal packages were sent to seven firms and seven firms submitted responses, by the November 18, 2008 deadline. Proposals from the firms were reviewed by Human Resources Department staff, and input was also provided by the City’s Workers’ Compensation Program attorney, Derek Straatsma.

The following selection criteria was considered in selecting the successful bidder:

- Established record of consistent professional service and reputation within the industry.
- High quality references from public entities, particularly full service municipalities.
- Staffing and experience levels.
- Cost effectiveness of medical and legal cost and legal cost containment services and activities.
- Overall cost-benefit advantages.
- Acceptability of firm to El Segundo Police and Fire Department Management Staff.

The “Scope of Work” included in the Request for Proposal package was provided by the independent City’s Risk Management Association (ICRMA), a liability insurance Joint Powers Authority. El Segundo is a member of both ICRMA and it’s Workers’ Compensation Program. Staff added to the “Scope of Work” that the City reserves the right to approve of the assignment of the primary claims examiner involved in the administration of the City’s Workers’ Compensation claims.

Southern California Risk Management Associates is the firm which staff is recommending for selection, based on the following reasons:

- SCRMA has served as the City’s TPA since 1988, most recently having it’s contract renewed in 2003, following a formal Request for Proposal process. Staff has been consistently satisfied with the quality of services provided by SCRMA over this 20 year period.
- SCRMA provides service to 338 Public Sector clients in California, 114 of which are cities.
- The experience and documented performance of the Claims Examiner assigned to administer the City’s Workers’ Compensation claims.
- Management staff in the Police, Fire and Human Resources Department are extremely satisfied with the performance of both our Claims Examiner and SCRMA support staff.
- Outstanding results in periodic and annual audits conducted through ICRMA’s Worker’s Compensation Program.
- Positive feedback regarding SCRMA’s claims examining staff provided by the City’s Workers’ Compensation attorney.
- Their extremely competitive, fixed price approach to contract costs. SCRMA will not increase it’s costs in a contract year, regardless of any increase in the number of reported claims.
- As aggressive, seasoned, stand alone “fraud detection” unit.
- In-house medical bill review and utilization review units.
The professional Services Agreement reflects a three-year contract between the City and SCRMA, with a fixed price cost of $76,750 for the first year. The contract also provides an option to renew SCRMA’s services for an additional two years, upon mutual consent of both parties.
Attachment A

Scope of Services – Claims Administration

The City of El Segundo is interested in obtaining a TPA who will be able to favorably respond to the following performance objectives and be contractually committed to comply with the following, but not limited to, performance standards:

1. **Caseload**: Each examiner shall have an average caseload not to exceed 150 open indemnity claims. Open indemnity claims include future medical claims. Each claims assistant shall have a caseload not to exceed 150 open medical only claims. The supervisor shall have a caseload not to exceed 30 open indemnity claims. The TPA shall provide a computer generated monthly caseload report to the City of El Segundo’s Director of Human Resources for all examiners handling El Segundo claims.

2. **Forms**: The TPA shall provide all forms necessary for the processing of benefits or claims information including the Employer's Report of Injury, DWC Form 1, Return to Work Slips, vouchers, checks, and other related forms. These forms shall be provided electronically if requested. The cost of providing these forms shall be included within the contract price.

3. **Claim File Set Up and Diary Review**: Upon receipt of the Employer's Report of Injury, the TPA will prepare an individual claim file within two (2) working days for each claim. Preparation of the claim file shall include entering each new claim into the computer system and establishing appropriate reserves. All claim files shall be reviewed at least every forty-five (45) calendar days for active claims and at least every six (6) months for claims that have settled but are open for future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the computer notepad. A plan of action will be included and separately labeled in the file notes during a diary review. The supervisor shall monitor the diary reviews by printing a “No Activity” report each month to identify any files that have fallen off the diary system.

4. **Future Medical Claims**: Future medical claims shall remain open for two (2) years from the last payment of benefit. Reviews shall be documented in the claim notes to include settlement information, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history.
5. **Employer Contact:** The TPA shall contact the City of El Segundo within one (1) working day of receipt of notice of a lost time claim by any source. Such contact shall be documented in the computer notepad after the claim has been created in the system.

The TPA shall request the Employer's Report of Injury form when or if notification of an injury or incident by any source is received first (i.e., Application of Adjudication, notice of legal representation, Doctor's First Report of Injury, etc.).

The TPA will confirm the DWC Form 1 was given to the employee within one (1) working day of knowledge of the injury. If there is no evidence the form was provided, the TPA will provide the form with the initial contact letter to the employee within three (3) business days of receiving the claim.

When a claim reaches or exceeds one half of the member's SIR in total incurred value, the TPA shall report to the City of El Segundo’s Director of Human Resources, every ninety (90) days regarding the status of the claim. Such information shall be reported in an approved Status Report form and include the examiner's plan of action for the future handling of the claim.

The examiner will provide on-site file reviews quarterly unless otherwise requested. Other periodic on-site file reviews will be scheduled based upon the needs of the City of El Segundo.

6. **Employee Contact:** In all non-litigated, lost time cases where the employee has not returned to work, telephone or personal contact will be established with the injured employee within one (1) working day of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly until the employee returns to work. Such contact with the employee shall be documented in the computer notepad.

Return phone calls to employees will be accomplished within one (1) working day.

All correspondence from employees will be responded to within five (5) days of receipt.

7. **Reserves:** Reserves shall be established based upon the ultimate probable cost of each claim. All reserve categories shall be reviewed on a regular basis but at least every ninety (90) days. Such review shall be indicated in the computer notepad. Any changes to reserves shall include an explanation for the change.

A claims assistant shall have authority to establish reserves not to exceed $3,000. An examiner shall have authority to establish reserves not to exceed $50,000. A senior examiner shall have authority to
establish reserves not to exceed $75,000. The supervisor shall have authority to establish reserves not to exceed $150,000. A claims manager, vice president, or president of the TPA shall review and approve all reserves in excess of $150,000.

8. **Payments:** The City of El Segundo has established a positive pay sweep account, which shall at all times contain sufficient funds to enable the TPA to make timely payments of claims, allocated loss expenses, and other amounts the TPA is authorized or required to make on behalf of the City of El Segundo. The TPA shall electronically submit the information required by the City of El Segundo’s financial institution on a daily, weekly, or monthly basis. The submissions will be at no additional cost to the City of El Segundo.

9. **Medical Administration:** Absent a Medical Provider Network, the TPA shall assist in the selection of a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred, as approved by the City of El Segundo, and the TPA shall regularly review and update the panel.

The physician’s office will be contacted within five (5) days of notice of all new indemnity claims. Such contact will continue as needed during the continuation of temporary disability to assure that treatment is related to a compensable injury or illness. All contact shall be documented in the computer notepad.

The TPA shall maintain contact with treating physicians to ensure employees receive proper medical treatment and are returned to full or modified employment at the earliest possible date.

The TPA shall maintain direct contact with medical service providers to ensure their reports are received in a timely manner.

The TPA shall arrange medical evaluations when needed, reasonable, and/or requested in compliance with the current Labor Code.

The TPA shall ensure that medical bills are reduced to the recommended rates established by the Administrative Director of Workers’ Compensation. The use of a service contractor must be approved by the City of El Segundo. The City of El Segundo shall pay for the use and benefits of the services provided.

The TPA shall ensure that utilization review and/or professional managed care services will be provided on an as-needed basis to injured employees by providers approved by the City of El Segundo.

10. **Medical Payments:** Medical bills will be reviewed for correctness, approved for payment, and paid within time limits established by Labor Code section 4603.2. If all or part of the bill is being disputed, the TPA will notify the medical provider, on the appropriate form letter, within time limits established by Labor Code 4603.2.
11. **Plan of Action:** Each claim file shall contain the examiner's plan of action for the future handling of that claim. Such plan of action shall be clearly stated including the reasoning for the plan. The plan of action will be updated at least every forty-five (45) calendar days and clearly identified in the computer notepad.

12. **Investigation:** The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The member shall be alerted to the need for an outside investigation as soon as possible and the examiner shall appoint an investigator who is acceptable to the member. The member shall be kept informed on the scope and results of all investigations.

The TPA shall subscribe to the Index Bureau. Costs to subscribe to this Index Bureau shall be included in proposed pricing structure. The examiner shall request a report from the Index Bureau on all new indemnity claims. Subsequent requests should be made every six (6) to twelve (12) months thereafter on all active indemnity claims.

13. **Compensability:** The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the computer notepad within five (5) working days of the receipt of the notification of the loss. Delay or denial of benefit letters shall be mailed in compliance with the Division of Industrial Relations' guidelines. The TPA shall notify the member of delay or denial of any claim.

In no case shall a final compensability decision be extended beyond ninety (90) days from the member city's knowledge of the claim.

14. **Provision of Benefits:** The TPA shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code. The TPA shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods. The TPA shall review, compute, and pay all informal ratings, death benefits, Findings and Awards, life pensions, or Compromise and Release settlements.

15. **Initial Indemnity Payment:** The initial indemnity payment or voucher will be issued and mailed to the injured employee together with properly completed DWC notices within fourteen (14) days of the first day of disability. Late payments must include the 10% self-imposed penalty in accordance with Labor Code section 4650. Penalties must be reported to the City of El Segundo's Director of Human Resources.
16. **Subsequent Indemnity Payments:** All indemnity payments or vouchers subsequent to the first payment will be verified, except for obvious long-term disability, and issued in compliance with Labor Code section 4651.

Late payments must include the 10% self-imposed penalty in accordance with Labor Code section 4650.

17. **Return to Work:** The TPA shall provide assistance to the City of El Segundo in returning injured employees to modified duty while recovering and prior to their return to regular duties.

The TPA shall consult frequently with the Director of Human Resources in those cases where the injury residuals might involve permanent work restrictions and/or retirement potential.

18. **Transportation Expense:** Transportation reimbursement will be mailed within five (5) days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee ten (10) days prior to the anticipated date of travel.

19. **Permanent Disability:** The TPA shall explain and assist injured employees in completing the necessary forms to obtain a permanent disability rating.

The TPA shall determine the nature and extent of permanent disability and arrange for an informal disability rating whenever possible to avoid Workers’ Compensation Appeals Board litigation.

All permanent disability benefit notices shall be sent to the employee as required by the Labor Code.

20. **Litigated Cases:** The City of El Segundo shall be alerted to the need for an outside counsel as soon as possible, and the examiner shall appoint an attorney who is acceptable to the City of El Segundo.

When defense counsel is not necessary, the TPA shall work closely with the applicant’s attorney in informal disposition of litigated cases. Settlement proposals directed to the City of El Segundo shall be forwarded by the TPA or defense counsel in a concise and clear written form with a reason(s) for such recommendation.

All preparation for a trial shall involve the City of El Segundo so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.

The manager, supervisor, or examiner shall attend Workers’ Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with member’s staff, departments, and employee groups as necessary and as requested to do so.
21. **Settlements:** The TPA shall obtain the City of El Segundo’s written authorization on all settlements. All requests for settlement authority shall include a written claim summary, current financial information, estimate of permanent disability, and the defense counsel’s comments and recommendations.

22. **Subrogation:** In all cases where a third party is responsible for the injury to the employee, the TPA shall contact the member indicating they will pursue subrogation unless instructed otherwise by the City of El Segundo. When subrogation is to be pursued, the third party shall be contacted within ten (10) days of identification, with notification of the City of El Segundo’s right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board within six (6) months of the injury or notice of injury.

Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the member will be entitled.

If the injured worker brings a civil action against the party responsible for the injury, the TPA shall consult with the City of El Segundo about the value of the subrogation claim and other considerations. Upon the City of El Segundo’s authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.

Whenever practical, the TPA should take advantage of any settlement in a civil action by attempting to settle the Workers’ Compensation Claim by means of a Third Party Compromise and Release. If such attempt does not succeed, then every effort should be made through the Workers’ Compensation Appeals Board to offset claim expenses through a credit against the proceeds from the injured worker’s civil action.

23. **Vocational Rehabilitation:** In accordance with all applicable California laws in place at the date of injury, the TPA shall:

1. Determine the Qualified Injured Worker/Non Qualified Injured Worker status;
2. Advise the injured worker of his/her right to rehabilitation benefits;
3. Provide appropriate vocational rehabilitation benefits;
4. Control rehabilitation costs; and
5. Attempt to secure the prompt conclusion of vocational rehabilitation benefits.

24. **Claim Reconciliation:** All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payment amounts were correct, paid on the appropriate claim file, and all benefit notices were issued accordingly. The physical file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for
settlement authorization and at the time of submission for closure. Proof of the reconciliation should remain in the claim file.

25. **Excess Insurance:** Cases that have the potential to exceed or have reached 50% of the City of El Segundo's self-insured retention level should be reported to the City of El Segundo's Director of Human Resources. Any case that has the potential to exceed or have reached 50% of the City of El Segundo's self-insured retention shall be reported to the City of El Segundo and the excess insurer in accordance with the reporting criteria established by the excess insurer. All cases that meet the established reporting criteria are to be reported within five (5) days of the day on which it is known the criterion is met.

26. **Award Payment:** Payments on awards, computations, or Compromise and Release agreements will be issued within ten (10) days or sooner if necessary to ensure payment within twenty (20) days of the Workers' Compensation Appeals Board approval date, following receipt of the appropriate document.

27. **Penalties:** Late payment of all benefits must include the self-imposed penalty in accordance with California law. The City of El Segundo will be provided a listing of any administrative penalties paid during the month, which were the responsibility of the TPA, and a check from the TPA payable to the City of El Segundo for reimbursement. The check and report shall be submitted to the City of El Segundo by the 20th of the following month.

28. **Case Closure:** The supervisor must review all medical only claims open beyond ninety (90) days from the date of entry by the TPA, for potential closure or conversion to indemnity claim status. Claims with $3,000 or more paid to date and any claim open beyond one hundred eighty days (180) from date of entry must be converted to indemnity status and a reasonable, precautionary indemnity reserve placed on the claim(s). All indemnity cases where permanent disability is not an issue will be closed within sixty (60) days of the final financial transaction or final correspondence to the injured worker as required by law. All indemnity claims where permanent disability is an issue will remain open for two (2) years from the last payment of benefit and then closed within sixty (60) days of that date. The TPA will monitor stipulated cases with future medical provisions. Reserves for future medical will be reviewed semi-annually and adjusted according to use.

29. **Status Reports:** Special claim status reports requested by members outside the regular ninety (90) day status reports shall be provided by the TPA to the City of El Segundo within ten (10) business days. Verbal status reports requested by members shall be provided by the TPA to the respective member within two (2) business days. Special computer generated loss data reports requested by members shall be provided within seven (7) business days.
30. **Loss Runs and Check Runs:** The TPA shall provide the applicable computer reports by the 7th calendar day of the following month to the City of El Segundo.

31. **Claims Reporting:** The TPA shall maintain all loss information as required by the Workers' Compensation Insurance Rating Bureau.

The TPA shall assist in the preparation of all reports that are now, or will be required by the State of California or other government agencies with respect to self-insurance programs. The TPA will also assist in the preparation of all reports or databases required by the California Institute for Public Risk Analysis (CIPRA) or other statistical database organizations as requested by the City of El Segundo.

32. **Record Retention:** All claim files shall be maintained in accordance with statutory time requirements and the City of El Segundo shall be notified prior to any destruction of files.

33. **Claim Supervision:** The TPA shall provide supervisory staff that will regularly review the work product of the claims examiners. The supervisor shall review at least 10% of each examiner's caseload each month to ensure each examiner is following the performance standards outlined in this document. Such reviews shall be labeled as "Supervisor Review" and clearly documented in the claim notepad. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of $100,000 and all problem or complex claims.

34. **Availability of Personnel:** The TPA shall ensure at least one (1) or more of the examiners assigned to the City of El Segundo are on-site and available to the City of El Segundo and its members every business day (excluding holidays) between the hours of 7:30 a.m. and 5:30 p.m. throughout the term of the approved contract between the City of El Segundo and the TPA. The TPA shall provide a toll-free telephone number.

35. **Examiner Training:** The TPA shall annually certify to the City of El Segundo that each claims examiner handling the members' claims is in compliance with all legal and regulatory licensing and continuing educational requirements as presently or in the future shall be promulgated and required by the State of California. Where required by law or regulation, copies of all such certifications shall be provided at least annually by the TPA to the City of El Segundo.

36. **Member Services:** The TPA shall provide special on-site training services when requested by the City of El Segundo to ensure the city's supervisory staff process workers' compensation claims effectively, carrying out the procedures required for a successful program.

The TPA shall require one of the dedicated unit examiners to meet with the City of El Segundo's personnel, at the member's location, at least
once annually to review program procedures regarding workers' compensation reporting requirements and other program matters that require the timely participation of the city's personnel.

The TPA shall require an examiner to be available and readily respond to a member's request for assistance with problem cases, including on-site visits to the City of El Segundo.

The TPA shall provide the City of El Segundo with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting the City of El Segundo and its responsibility as a legally self-insured workers' compensation public entity.

37. **Computer Access:** The TPA shall provide online access at no additional charge for the City of El Segundo, as well as additional access for selected vendors providing services to the City of El Segundo. The TPA shall provide training for use of the computer system at no additional charge.

38. **Employee Services:** As required, the TPA will develop, for review by the City of El Segundo, materials which will provide information and guidance to the City of El Segundo Director of Human Resources regarding workers' compensation and the self-insurance program.

As required, the TPA will assist injured employees in resolving problems that arise from injury or illness claims.

39. **Conflict of Interest:** The TPA shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this document. If the TPA receives compensation from the City of El Segundo for services not included in this document, such as bill review services, managed care, or investigations, the TPA shall disclose all fees received from the City of El Segundo. Such disclosure shall be in the form of a letter and shall be received by the City of El Segundo each April 1st.

40. **Bill Review Services.** Provide for comprehensive medical bill review, in-patient hospital and outpatient facility bill reviews, negotiated bills, professional surgical fees, line audit bills, duplicate bills, in addition to re-evaluation/provider inquiries, expert testimony in defense of reviews, EDI (Electronic Date Interface), on-line access to the system and monthly reports, and resolution to disputes by providers.

41. **Utilization Review Services.** Provide comprehensive utilization review services, identified in an approved Utilization Review Plan, in compliance with Labor Code Section 4610, defined Utilization Review Regulations and Timelines, and all directives from the Administrative Director of the Division of Workers' Compensation.
Attachment B

Schedule of Compensation

Claims Administration

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Utilization Review

5% of medical charges

- Physician Review: $200 per hour
- Specialist Review: $400
- Nurse Case Management: $95 per hour

Bill Review

$6.00 per bill: 12.5% of net savings.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: $808,997)

RECOMMENDED COUNCIL ACTION:

1. Approve the Agreement.
2. Adopt the Resolution approving the Memorandum of Understanding.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement
2. Resolution

FISCAL IMPACT: ($808,997)

Amount Budgeted:
Additional Appropriation:
Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In July 2008, the City’s Chief Negotiator, staff and representatives of the El Segundo Police Officers’ Association began meeting and conferring, pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached during the second week of December, 2008.

The Agreement contains the following major provisions:

1. Three-year term, commencing on July 1, 2008, and ending on September 30, 2011.
2. A 5% salary increase for Police Officers and Police Sergeants, effective October 14, 2008.
3. A 5% salary increase for Police Officers and Police Sergeants, effective July 1, 2009.
4. A 5% salary increase for Police Officers and Police Sergeants, effective July 1, 2010.
5. Conversion of Longevity Pay, Educational Incentive Pay, Canine Pay, Detective Pay, Special Assignment Pay, Motor Officer Pay and Bilingual Pay from percentage amounts to flat dollar amounts.

6. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1,800 per month.

7. Amendment to the City’s contract with PERS to provide Section 21548, “Pre-Retirement Option 2W Death Benefit.”
RESOLUTION NO._______

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA, AND THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION.

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

Section 1: Discussions which have taken place in the meet and confer process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Association;

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding (entitled “agreement”) between the City of El Segundo and the El Segundo Police Officers’ Association on or about December 10, 2008. A copy of that agreement is attached as Exhibit “A,” and is incorporated by reference.

Section 3: The City Clerk is directed to certify the passage and adoption of this Resolution; enter same in the book of original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

Section 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of December, 2008.

__________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 16th day of December, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of __________, 2008.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By:______________________________
Karl H. Berger
Assistant City Attorney
NOTICE OF JULY 1, 2008 – SEPTEMBER 30, 2011 TENTATIVE MOU AGREEMENT BETWEEN REPRESENTATIVES OF THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION

The purpose of this memorandum is to provide the City Council with notice that a tentative agreement has been reached between representatives of the City and the El Segundo Police Officers’ Association, for a Memorandum of Understanding regarding the period July 1, 2008 through September 30, 2011. The parties are in the process of preparing a comprehensive Memorandum of Understanding which will include, but not be limited to, the following elements.

In addition to the elements detailed in this document, the parties have also reached tentative agreement on a variety of other Memoranda of Understanding Articles principally addressing operational procedures.

It is the recommendation of the City and the Police Officers’ Association representatives, that the Council take action approving the changes in terms and conditions of employment detailed in this document, with the understanding that those changes shall then be incorporated into a comprehensive Memorandum of Understanding which in itself would then be presented to the Council for approval.

The principle matters where the parties have reached a tentative agreement on are:

1. TERM OF AGREEMENT – July 1, 2008 through September 30, 2011

2. BASE SALARY INCREASES
   October 14, 2008 – 5%
   July 1, 2009 (first payroll period commencing on or after) – 5%
   July 1, 2010 (first payroll period commencing on or after) – 5%

3. COMPOUNDING OF SALARIES AND SPECIAL COMPENSATION INCENTIVES; ELIMINATION OF SPECIAL COMPENSATION INCENTIVES BEING BASED ON PERCENTAGES – effective the first payroll period commencing on or after October 14, 2008, all compensation compounding shall terminate (as that term has been used and implemented in prior Memoranda of Understanding and/or City practices) and there shall be a simultaneous termination of calculating special compensation incentives on the basis of percentages of base salary or otherwise. Instead, said calculations shall be flat rates.

4. MAXIMUM CITY FUNDING OF ACTIVE EMPLOYEE AND RETIREE INSURANCE PREMIUMS – effective upon Council adoption of this document, the cumulative monthly City funding of any PERS medical insurance plans for active employees and/or retirees shall not exceed $1,800.00 per month.
5. **EXHIBITS** – attached to this memorandum and incorporated into it as though set forth in full are the following exhibits:

   a. Schedule 1 – setting forth Police Officer and Police Sergeant base pay at steps A-E and reflecting the above 5% base salary increases.

   b. Schedule 2 – reflecting the specialty compensation flat rate amounts resulting from elimination of percentage calculations.

   c. Schedule 3 – reflecting flat dollar amounts for those special assignments where compensation is provided but it not based upon years of service.

6. Additional MOU language – to be agreed upon by the parties, as indicated above.

**IT IS AGREED:**

**EL SEGUNDO POLICE OFFICERS’ ASSOCIATION**

Calvin Smith, President,
El Segundo Police Officers Association

Date

12/10/07

**CITY OF EL SEGUNDO**

Jack Wayt, City Manager

Date

12-10-08
## SCHEDULE 1

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Special Assignment Pay
Effective October 2008

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AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers' Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691.)

RECOMMENDED COUNCIL ACTION:

1. Approve the Agreement.
2. Adopt the Resolution approving the Memorandum of Understanding.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement
2. Resolution

FISCAL IMPACT: ($230,691)

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>Additional Appropriation</th>
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<td>$161,810</td>
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Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In July 2008, staff and representatives of the El Segundo Police Managers' Association began meeting and conferring, pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached during the second week of December, 2008.

The Agreement contains the following major provisions:

1. Three-year Term, commencing on July 1, 2008 and ending on September 30, 2011.


3. In order to address salary compaction issues between Management Job Classifications and Bargaining Unit Job Classifications, the following salary increases establish 5% compensation differentials between supervisors and subordinates:

   - Lieutenant, 4% salary increase, effective October 1, 2008; and
4. Effective 10/1/2009 and 10/1/2010, an increase in compensation reportable to the Public Employment Retirement System (PERS) equivalent to that received by the El Segundo Police Officers Association.

5. An increase in additional pay from $800 per month to $1,200. This compensation is used principally for the purchase of PERS medical insurance, was last increased in July, 2003 and will be equivalent to that received by the City’s unrepresented Management-Confidential Employees.

6. Effective 10/1/2009 and 10/1/2010, an increase in additional pay reportable to PERS equivalent to that received by Management-Confidential Employees.

7. Conversion of 8% Masters Degree pay to an equivalent flat dollar amount.

8. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1,800 per month.


10. Amendment to the City’s contract with PERS to provide Section 21548, “Pre-Retirement Option 2W Death Benefit.”

11. An increase in Executive Leave Days from five to seven.

12. An increase in the maximum number of Vacation Days, following completion of 14 years service, from 22 days to 25 per year.

13. An agreement between the City and the Association to amend the Memorandum of Understanding to contain all rules, regulations, policies and procedures currently in effect that relate to wages, hours, benefits and working conditions.
RESOLUTION NO.________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA, AND THE EL SEGUNDO POLICE MANAGERS’ ASSOCIATION.

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

Section 1: Discussions which have taken place in the meet and confer process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Association;

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding (entitled “agreement”) between the City of El Segundo and the El Segundo Police Managers’ Association on or about December 9, 2008. A copy of that agreement is attached as Exhibit “A,” and is incorporated by reference.

Section 3: The City Clerk is directed to certify the passage and adoption of this Resolution; enter same in the book of original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

Section 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of December, 2008.

__________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 16th day of December, 2008, and the same was so passed and adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
NOT PARTICIPATING:  

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of __________, 2008.

Cindy Mortesen, City Clerk  
of the City of El Segundo,  
California  
(SEAL)

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

By:__________________________  
Karl H. Berger  
Assistant City Attorney
Exhibit A


Representatives of the City of El Segundo and the El Segundo Police Managers’ Association have met and conferred in good faith regarding negotiation of a successor to the July 1, 2003 – June 2, 2008 Memorandum of Understanding between the parties.

The meet and confer process has resulted in agreement by the parties that the July 1, 2003 – June 30, 2008 Memorandum of Understanding shall be succeeded by a Memorandum of Understanding providing for the following changes in wages, hours and terms and conditions of employment:

1. Term – July 1, 2008 through September 30, 2011

2. In year one of the MOU the City and the Association agree to:

   A. A 4% salary increase for police lieutenants, effective and retroactive to July 5, 2008.

   B. A 4% salary increase for police captains, effective and retroactive to July 5, 2008.

   C. In order to address salary compaction issues between the affected members of each classification, as well as between affected members and bargaining unit classifications, establish a 5% compensation differential between supervisors and subordinates. Salary Compaction Pay Adjustments will be effective and retroactive to October 1, 2008 as follows:

      a. A 4% salary increase for police lieutenants
      b. A 9% salary increase for police captains

   D. Inclusion of an MOU Statement of Intent regarding addressing future compaction.

   E. Compensation described in Article 3.01 (8% for a Master’s Degree) shall be converted to a flat dollar amount equivalent to the top step of the Police Lieutenant and Police Captain salary range as follows:

      a. Police lieutenants: $864.44.
      b. Police captains: $978.03.

   F. Inclusion of the City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement.
G. Inclusion of the City's updated language regarding Jury Service, providing for two weeks of paid Jury Service, and a variety of new administrative procedures.

H. Inclusion of the City's proposed POBR Limited Appeals Process.

I. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1800 per month.

J. Affected employees will receive their total hourly rate of pay for meeting firearms qualification standards. Such pay shall be included within the term of "compensation earnable" for retirement purposes.

K. Affected employees will receive their total hourly rate of pay for meeting physical fitness standards. Such pay shall be included within the term of "compensation earnable" for retirement purposes.

L. An increase in Executive Leave Days for affected employees from five days to seven days per year.

M. An increase in the maximum number of Vacation Days, following completion of 14 years service, from 22 days to 25 days per year.

N. Upon death of an affected employee, earned, but not yet distributed compensation for firearms qualification, physical fitness achievement, compensatory time, sick time and vacation time shall be distributed to the employee's beneficiary.

O. Implementation of Government Code Section 21548 Pre-Retirement, Optional settlement Two Death Benefit.

P. Affected employee shall be eligible to receive a "heart scan" at City expense. Eligibility for the "heart scan" shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee's required annual Fitness for Duty Exam. The physician shall determine whether or not undertaking a "heart scan" is reasonable and appropriate.

Q. Martin Luther King Day (third Monday in January) will be added to the list of officially observed Holidays.

R. Define term "total pay" and memorize in MOU.
S. Modify the MOU to memorialize the City practice to pay the full monetary value of the employer-paid member contributions (EPMC) paid to CalPERS and report such contribution as an item of special compensation on behalf of all members of the Association. The value of EPMC shall be calculated on all “compensation earnable” excluding the special compensation of the monetary value of the EPMC paid to CalPERS by the employer under California Government Section 20636(c)(4).

T. Modify Sections 13.03 and 13.04 to increase annual sick leave payout to 75%.

U. Modify Sections 13.05, 13.06 and 13.07 to increase sick leave payout to 100%.

V. Modify the MOU to provide that employees with 20 or more years of City service who have reached the age 47 or older can cash out one-third of all accrued leave at the prevailing contract rate, up to the deferred compensation maximum “catch up” permitted by law, during the employee’s last three years of employment.

W. Deletion of Section 1.06 of the current MOU related to Association Hearing Costs Contribution.

X. Deletion of Section 2.01(B) of the current MOU related Contingency Salary Increases.

Y. Deletion of Section 19.03(B) of the current MOU related to Flexible Pay Benefit.

Z. Deletion of Section 19.05 of current MOU, “City Medical Contribution”, and an increase in “additional pay” from $800 per month to $1200 per month.

AA. Parties agree to work jointly to amend the Memorandum of Understanding to contain all rules, regulations, policies and procedures currently in effect that relate to wages, hours, benefits and working conditions.

3. In year two of the agreement the City and the Association agree to:

A. An increase in compensation reportable to CalPERS equivalent to that received by the El Segundo Police Officers Association, effective October 1, 2009.
B. An increase in “additional pay” reportable to CalPERS equivalent to that received by Management-Confidential Series employees, effective October 1, 2009.

4. In year three of the agreement the City and the Association agree to:

A. An increase in compensation reportable to CalPERS equivalent to that received by the El Segundo Police Officers Association, effective October 1, 2010.

B. An increase in “additional pay” reportable to CalPERS equivalent to that received by Management-Confidential Series employees, effective October 1, 2010.

The parties are desirous of and in agreement that, the City Council promptly be presented with an opportunity to consider and adopt a Resolution authorizing inclusion of the above changes in wages, hours and terms and conditions of employment, into a comprehensive Memorandum of Understanding for the term July 1, 2008 through September 30, 2011. Upon City Council consideration and adoption of the above changes in wages, hours and terms and condition of employment, the parties shall prepare a Comprehensive Memorandum of Understanding memorializing the City Council determination.

Pending execution of such a Comprehensive Memorandum of Understanding, it is the agreement and intent of the parties that upon City Council consideration and adoption of the above changes in wages, hours and terms and conditions of employment, said changes shall become effective on the date(s) specified by the City Council, regardless of the parties not having yet entered into a Comprehensive Memorandum of Understanding.

IT IS AGREED

Max Phipps – President
El Segundo Police Managers’ Association

Dec. 10, 2008

Date

Jack Wayt – El Segundo City Manager

12-10-08

Date

Brian Evanski – Treasurer
El Segundo Police Managers’ Association

Dec. 10, 2008

Date

Robert Hyland – Director of Human Resources

12/10/08

Date
AGENDA DESCRIPTION:

Consideration and possible action authorizing the recording of the Notices of Completion and authorizing the City Manager to accept completion of work for 43 homes related to the City’s Residential Sound Insulation Program’s Group 23 (Project No. RSI 07-10) and Group 28 (Project No. RSI 08-06).
(Final Contract Amounts: $763,276.26 and $497,731.09)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Clerk to file the City’s Planning and Building Safety Director’s Notices of Completion in the County Recorder’s Office;

2. Authorize the City Manager, or designee, to close out Project Nos. RSI 07-10 and RSI 08-06; and/or

3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Lists of homes included in Groups 23 and 28

FISCAL IMPACT: Included in Adopted Budget

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<td>$706,364 (Group 28)</td>
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ORIGINATED BY: James S. O’Neill, Program Manager

REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

These projects are part of the City’s Residential Sound Insulation (RSI) Program financed by federal grants from the Federal Aviation Administration (FAA) and the settlement agreement with Los Angeles World Airports (LAWA).

The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting on February 6, 2008 the City Council awarded a construction contract to S&L Specialty Contracting, Inc. (S&L) for construction for 21 homes, commonly referred to as Group 23 of the RSI Program. The final contract amount is $763,276.26.

At its meeting on April 1, 2008 the City Council awarded a construction contract to Professional Building Contractors, Inc. (PBC) for construction for 30 homes, commonly referred to as Group
28 of the RSI Program. Shortly after the contract was awarded, it came to staff’s attention that one of the three apartment buildings had been previously treated by Los Angeles World Airports and was therefore ineligible for further treatment. These eight residences were thus deleted from the scope of work related to this contract, and the remaining 22 homes were treated. The final contract amount is $497,731.09.
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EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: December 16, 2008
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of Contract Change Order No. 1 in conjunction with construction Stevenson Field Bleachers Project PW 08-07. (Fiscal Impact: $9,200.00)

RECOMMENDED COUNCIL ACTION:
Recommendation - (1) Authorize the Director of Public Works to execute Change Order Number 1 to the existing standard Public Works Contract with FS Construction, Inc. in the total amount of $9,200.00; (2) transfer $9,200.00 from the Softball Wall Project 301-400-8202-8996 and, (3) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposal for Change Order No. 1

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $30,000.00
Additional Appropriation: Yes $9,200.00
Account Number(s): 301-400-8202-8991 ($30,000), 301-400-8202-8996 ($9,200)

ORIGINATED BY: Dan Garcia, Assistant City Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On October 21, 2008, the City Council awarded the Stevenson Field Bleachers project to FS Construction, Inc. A subsequent field meeting with FS on November 3, 2008 revealed an issue with the set of bleachers to the west of Stevenson Field. It has single foot planks where the south bleachers had double foot planks. International Code Council (ICC) Rule 311 requires all bleachers that are over 30 inches above ground level to comply with the 4-inch ball rule. This rule does not allow a gap to be more than a 4-inch sphere can penetrate. This horizontal gap was not a part of the original contract scope that was awarded on October 21 but may be required to comply with ICC Rule 311. This change order would fill the two gaps on both sides of the single plank with 4-inch aluminum filler planks to comply with this rule.

In the October 21 award, City Council allowed a transfer of funds from the Softball Wall Project of $4,000.00. A portion of the $251,000.00 can be used to implement Change Order No. 1 for this project. That would leave a balance of $241,800.00 for the design and construction of the Softball Wall Project. Staff recommends approval of this change order and making this transfer of funds to bring the west bleachers into compliance with ICC Rule 311.
PROPOSAL

PROPOSAL SUBMITTED TO:
CITY OF EL SEGUNDO
Department of Public Works
Engineering Division
350 Main Street El Segundo, CA 90245
ATTN: Daniel Garcia  December 2, 2008

Project Name: RECREATION PARK STEVENSON FIELD BLEACHERS

We hereby submit specifications and estimate for "FURNISHING ALL MATERIAL, LABOR, EQUIPMENT AND TRANSPORTATION NECESSARY FOR THE "INSTALLATION OF FOOT PLANKS TO THE EXISTING BLEACHER" AT THE ABOVE PROJECT IN ACCORDANCE WITH OUR PREVIOUS FIELD DISCUSSION, WHICH INCLUDES:

- Provide and install two - 2"x4" aluminum foot planks (one on each side of the existing plank) to meet the 4" ball rule and to match the existing at one of the existing bleacher set

FOR THE SUM OF $ 9,200.00

EXCLUSIONS:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident, or delays beyond our control. Prices are good for 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

ACCEPTED:
Signature: __________________________

Title: ______________________________

Date: ____________________________

063
AGENDA DESCRIPTION:

Consideration and possible action authorizing the City Manager to execute a Professional Services Agreement with Rossetti Associates, Inc. for the Pool Alternatives Study in El Segundo – (Fiscal Impact: $41,500.00)

RECOMMENDED COUNCIL ACTION:

Recommendation – (1) Authorize the City Manager to execute a Professional Services Agreement with Rossetti Associates, Inc. in a form approved by the City Attorney in the amount of $41,500.00; (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Rossetti Scope of Services

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $41,500.00
Additional Appropriation: Yes $11,500.00
Account Number(s): 703-200-0000-2630

ORIGINATED BY: Dan Garcia, Assistant City Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

At the May 28th Public Workshop to receive community input on capital improvement projects and priorities, a group of residents requested that the Capital Improvement Project Advisory Committee (CIPAC) include among its recommendations to the City Council an aquatics facility project program, which would be consistent with the 2005 Aquatics Master Plan. CIPAC ranked the initial project phase, an aquatics facility alternatives study, first among the 20 capital projects submitted for review and prioritization.

Prior to formal receipt of CIPAC’s annual report, the City Council at its July 15, 2008 meeting, considered this subject matter in connection with an agenda item request for funding approval to repair the filtration system at the Urho Saari Swim Stadium and authorize a feasibility study for construction of a new aquatics facility. City Council approved staff’s request.

A Request for Proposals for a Pool Alternatives Study was advertised and distributed on July 20th and the City Clerk received 10 proposals by the closing date of October 23rd. After an initial screening of all proposals, staff invited three consultant teams for interviews on November 20th. A panel of representatives from the Recreation and Parks, Public Works and the City Manager’s
Office received presentations from Langdon Wilson Architecture, TBP Architecture, and Rossetti Associates, Inc., and evaluated and ranked the teams. Although the proposal from Rossetti Associates was not the lowest bid, it was ranked first based upon their professional qualifications, demonstrated competence, and project understanding, consistent with selection processes contained in Government Code section 4526.

Prior to submitting staff’s recommendation to the City Council for consideration, staff requested Rossetti Associates to incorporate an alternate site review into its study analysis and adjust its proposal and pricing accordingly. Rossetti’s revised proposal for $41,500 includes deliverables of data collection and evaluation of three site alternatives, two stakeholder meetings, estimation of probable costs and a Final Report delivered before the City Council. Initial proposal pricing ranged from a low of $35,000 (TBP Architecture), $35,219 (Langdon Wilson Architecture) to a high of $48,000 (Rossetti Associates).

Concurrent with undertaking this study, it is staff’s recommendation that the City Council direct staff to initiate California Environmental Quality (CEQA) processes; as CEQA review would be a pre-requisite to the Council selecting a project based upon the final Pool Alternatives Study. Upon award of a professional services contract for the Pool Alternatives Study by the City Council, staff will secure pricing for projected costs for a professional consultant to perform the mandatory CEQA review. The cost to retain a consultant is estimated to range from $80,000 to $150,000 depending upon the scope of the project. As soon as pricing and a scope of work have been obtained, staff will return to the City Council with a recommendation for a CEQA consultant approval.

Funding for these activities is available through the Developer’s Aquatic Fund.
PV High gets its dream pool

By Douglas Morino, Staff Writer

 Posted: 12/09/2008 11:03:30 PM PST

The Palos Verdes High School girls water polo team, above, takes a long-awaited leap into their new pool just before their match against Cerritos. (Scott Varley/Staff Photographer)

Students, administrators and donors gathered Tuesday for the dedication of the $2.5 million pool, which was originally planned in 2003. (Scott Varley/Staff Photographer)

» PHOTO GALLERY

The Palos Verdes High aquatics program dove into a new era Tuesday afternoon, as a $2.5 million pool was officially dedicated just before the girls varsity water polo match against Cerritos.

Funding for the project was aided by $1 million from a 2005 bond measure passed by voters that provided up to $10 million for extracurricular facilities.

The new deep-water pool is 33 meters by 25 yards and will be able to host CIF playoff water polo and swimming competitions. Previously, only Mira Costa High School's pool was deep enough to accommodate CIF competitions in the South Bay.

Originally built in the 1960s, the Palos Verdes High pool was plagued by several problems, including faulty chlorine and heating systems.
The fiberglass lining had come loose, often leaving swimmers with irritating rashes.

After originally planning for a new pool in 2003, parents and district officials spent several years treading water on the project. In April 2007 the dream was all but dead after the projected cost soared to nearly $3.5 million and a key private donor backed out.

But a grass-roots community fundraising effort led by the Sea King Capital Project and the P.V. Booster Club brought the project back to life. On Tuesday, athletes, parents and school officials gathered poolside to celebrate the opening of the new facility.

"Many of us didn't think we'd live this long," joked Principal Chris Bowles during the ribbon-cutting ceremony. "It will give our whole program a lift. It's a fantastic facility - not just for our athletes, but for the whole community."

Along with the new 12-lane pool, a digital scoreboard, bleachers and deck area were added.

"The old pool was no good," said sophomore and junior varsity water polo captain Will Peterson. "The bad chlorine, the floating fiberglass - it was terrible. Now we'll be able to have club tournaments along with CIF matches here. It's pretty nice."

douglas.morino@dailybreeze.com
1. DESCRIPTION OF SERVICES

The purpose of this project is to prepare a feasibility study for the construction and/or renovation of an aquatics facility to meet the community needs as identified in the August 2005 Aquatics Master plan. The evaluation will include publicly-owned vacant sites west of Sepulveda within the City of El Segundo and also possible modifications to the existing facility.

The study shall include identification of candidate sites from an initial list provided by city staff, site screening according to selection criteria to develop a short list of preferred candidate sites.

SCOPE OF SERVICES AND DELIVERABLES

PHASE 1 - DATA COLLECTION

Task 1.1 – Project Administration and Coordination

Task 1.2 – Project Schedule

Task 1.3 – Staff Meeting #1
Prior to beginning substantive work on the Project, design team to meet with CITY staff to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; review existing drawings; confirm the format and establish the content for all Project deliverables, discuss Project schedule and budget, and address any preliminary Project concerns. This meeting will be the primary opportunity to review the preliminary criteria and factors, identify additional criteria and factors, and confirm appropriate weighting factors of the site selection criteria.

Task 1.4 – Data Collection
Assemble information obtained during the previously completed 2005 Aquatic Master Plan project that may be relevant to site selection and project specifics.
PHASE 2 – SITE SELECTION SCREENING

Task 2.1 – Site Selection Matrix

Task 2.2 – Preliminary Site Investigations
Review candidate site information as identified and provided by City. Prepare Matrix to highlight pros and cons of each location. Provide suggestions for refinement.

Task 2.3 – Preliminary Sites Visits
Visit the candidate sites including the indoor Urho Saari Swim Stadium to note the general character and identify other factors that may impact aquatic development and or improvements on the site.

Task 2.4 – Stakeholder Meeting #1
Lead a meeting with CITY, and CITY-identified stakeholders to review the Criteria Maps, Composite Map, Site Selection Matrix, Site Plans, and preliminary findings. Provide power point presentation to offer a “common vocabulary of aquatic amenities and features to meeting participants for open discussion related to aquatic facility design.

PHASE 3 – PREFERRED CANDIDATE SITES

Task 3.1 – Preferred Sites
Review the updated Site Selection Matrix and Preferred Candidate Sites to reflect up to 3 preferred candidate sites. Prepare a Draft Site Layout Plan for each of the 3 preferred candidate sites to illustrate general configuration of aquatic improvements and relationship to setting. Plans shall include a conceptual plan of the building to confirm that the building footprint is sufficient in size to contain the proposed design program. Plans shall be based on the design program revised from the outline in the 2005 Master Plan and the projected construction cost estimate. Prepare the final, rendered layout plan incorporating site elements.

Task 3.2 – Environmental Constraints Overview

Task 3.3– Estimate of Probable Construction Costs
Prepare an estimate of probable construction costs for each candidate site. Provide unit quantities, unit costs, and detailed line items for items related to aquatic facility construction, based on an estimate format. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors.
Task 3.4 – Stakeholder Meeting #2
Lead Attend a meeting with Architect, CITY, and stakeholders to review the updated Preferred Candidate Sites, Site Selection Matrix, Conceptual Site Plans, cost estimates, programming and operational costs. Provide clarifications as requested by meeting participants for items related to aquatic facility design.

PHASE 4 – NARRATIVE REPORT

Task 4.1 – Draft Report
Provide draft report text for the 3 preferred options on items related to aquatic facility design, including;
1. Opinion of Probable Revenue
   Market Penetration
   Seasonal Usage
   Develop Fee Structure
   Opinion of Attendance By User Group
   Opinion of Revenue

2. Opinion of Probable Expenses
   Labor Demand
   Chemical Demand
   Supply Demand
   Maintenance and Repair Demand
   Utility Demand

3. Opinion of Facility Financial Performance

Additionally the report will outline the next steps required to implement the project. Review the draft Site Selection Report with City staff and provide written comments in the form of ‘track changes’ to the Word document file or as redlines to a hard copy of the report.

Task 4.2 - Final Report
AGENDA DESCRIPTION:
Consideration and possible action authorizing the City Manager to execute a Professional Services Agreement with Environmental Engineering and Contracting Inc. for the Sewer System Management Plan (Fiscal Impact: $35,505)

RECOMMENDED COUNCIL ACTION:
Recommendation – (1) Authorize the City Manager to execute a Professional Services Agreement with Environmental Engineering and Contracting Inc., in a form approved by the City Attorney in the amount of $35,505; (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Environmental Engineering and Contracting Inc. Proposal

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $35,505
Additional Appropriation: N/A
Account Number(s): 001-400-4301-6206

ORIGINATED BY: Lauren Mahakian, Senior Administrative Analyst
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
To provide a consistent, statewide regulatory approach to address sanitary sewer overflows, the State Water Resources Control Board adopted Statewide General Waste Discharge Requirements (WDRs) for sanitary sewer systems on May 2, 2006. Water Quality Order No.2006-0003 requires that all public agencies that own or operate sanitary sewer systems develop and implement a sewer system management plan (SSMP). The purpose of the Request for Proposal (RFP) was to secure the services of a Consultant to provide professional engineering services for the completion of the El Segundo Sanitary Sewer Management Plan (SSMP) consistent with State Water Resources Control Board Order No. 2006-0003. The plan will also ensure the proper and efficient short-term and long-term management, operation; maintenance and financing for all aspects and components of the sanitary sewer system while taking into consideration risk management and cost benefit analysis.

The SSMP shall act as a guide for the City of El Segundo upon which actions and decisions can be based to govern operation, maintenance, rehabilitation, and replacement of its sanitary sewer system. The SSMP will help reduce and prevent sanitary sewer overflows (SSOs), as well as mitigate any SSOs that do occur.
RFP No.08-19 was released on October 8, 2008. Proposals were opened on November 6, 2008. Two proposals were received in the City Clerk’s office:

- Advanced Infrastructure Management Inc. $39,340
- Environmental Engineering and Contracting Inc. $35,505

The two proposals were evaluated on the following criteria: Response to RFP; Methodology; Knowledge of Subject and Experience. Staff recommends retaining Environmental Engineering and Contracting, Inc. to provide the professional consulting services based on their qualifications. The rate structure was not used, however, in the selection process since State Law (Section 4526 of the Government Code) requires that professional services be selected on the basis of demonstrated competence and necessary professional qualifications.
PROPOSAL FOR CONSULTING SERVICES
TO DEVELOP A SEWER SYSTEM MANAGEMENT PLAN

For

City of El Segundo
Public Works Department

November 6, 2008

Prepared by:

Environmental Engineering & Contracting, Inc.
501 Parkcenter Drive
Santa Ana, California 92705
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Appendix
1.0 Introduction

As the City of El Segundo (City) is aware, a Sewer System Management Plan (SSMP) is a new California requirement for publicly owned or operated sanitary sewer collection systems. This requirement, adopted by the State Water Resources Control Board (SWRCB) on May 2, 2006 under its General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems, dictates that each affected agency, termed Enrollee, develop, document, and implement an SSMP and make it available to the State or Regional water Board upon request. The goals for these plans are to reduce sanitary sewer overflows (SSOs) and improve the overall maintenance and management of sewer systems and pump stations. The State has developed an aggressive schedule for each city and agency to complete and implement its SSMP.

Some of the details of the City’s collection system and maintenance are as follows:

- 56 miles of sewer pipe, ranging in size from 6 inch to 24 inch in diameter, and 9 pump stations
- In 2007/2008, the City cleaned and maintained all pump stations, 209 sewer lateral cleanouts and the City’s collection system
- Installed Smartcovers on 7 Sewer Lift Stations to provide redundancy in alarm notification of problem conditions
- Cleaned sewer laterals blocked with tree roots within 24 hours
- Assisted the Fire Department with industrial waste issues
- Physically inspected and verified proper operation of each lift station on a routine basis (every other day)

According to the California Integrated Water Quality System (CIWQS) database, the City had no SSOs in 2007 or 2008, with the exception of one private grease-related SSO in June 2008. This extremely low rate of SSOs shows that the City is already managing a successful SSO program; therefore, EEC is proposing to develop an SSMP with the assumption that much of the critical work has already been completed by the City. However, this work needs to be collected and organized appropriately to be in full compliance with the State requirements. Environmental Engineering and Contracting, Inc. (EEC) is also assuming that the City is not resting on its laurels and wants to ensure that this extremely low rate of SSOs continues through ongoing improvement and utilization of the SSMP.
2.0 Scope of Work and Approach

2.1 TASK 1 - GENERAL ADMINISTRATION, MEETINGS, AND PRESENTATIONS

2.1.1 Project Management

EEC has developed and implemented SSMP and FOG Control Programs throughout California and will manage the City’s SSMP project (Project), utilizing the same project team and schedule and budget monitoring efforts as these successful projects. Additional project management details are discussed in section 4.0 below.

2.1.2 Kickoff Meeting

EEC will hold a kick-off meeting with the City for introductions, to discuss the scope, parameters and schedule of the Project, and to discuss specific tasks, goals and milestones. Before this meeting, EEC will review available documents, provide a draft agenda, and distribute SSMP element templates and surveys to ensure that the meeting is as productive as possible. After the meeting, EEC will distribute a memorandum with a clearly defined action plan for EEC and the City.

Appropriate City staff will be interviewed by EEC to gather necessary information for the Project. EEC will collect and review all documents applicable to this Project. Examples of documents may include:

2. Sewage System Maintenance Overflow and Spill Prevention Program (MOSPP)
3. Typical report to Regional Board “Unauthorized Wastewater Discharge Report,”
4. Regional Board WDR Orders
5. Job Description of Operations Department
6. List of Collections Staff, titles, and certifications held
7. The following Organization Charts:
   - Administration Department
   - Operations Department
   - Engineering Department
   - Service Department
8. “Customer Complaint” form
10. “Repeat Cleaning Schedule”
11. Manhole Inspection Report
14. Five year CIP
15. “Operating Budget” 2008
16. List of FOG Generators
17. Interceptor Monitoring Inspection Worksheet, if applicable
18. Best Management Practices for Restaurants, if applicable
19. Interceptor/Separator Application
2.1.3 Work Plan

EEC will prepare a work plan for each task of this Project to set forth the significant milestones and deliverables for the team members (both City staff and EEC) and to ensure compliance with the established project execution strategy and project goals. EEC provides this service for many of our SSMP and FOG projects to confirm that all deliverables are completed on time and on budget.

2.1.4 City Staff Meeting

EEC will meet with City staff to review the City’s current documents, work plans for each task, and to collect additional information for completion of each deliverable.

2.1.5 Bi-weekly Progress Reports

Bi-weekly progress reports will be prepared by EEC summarizing the work performed and the upcoming work, updating the schedule, and providing budget status. These bi-weekly progress reports will be e-mailed to the appropriate City staff and will clearly display the action items for the City.

2.1.6 Informal Meetings with City Staff

Meetings will be held with City staff on a frequent informal basis during the project to review progress, exchange ideas and information, and make sure that everyone is in agreement concerning responsibilities, deliverables, and deadlines.

2.1.7 Draft Reports

As each task is nearing completion, EEC will present 6 copies of draft reports for City review and comment prior to finalization. In order to be more efficient and reduce costs, some draft reports will include multiple tasks.

2.1.8 City of El Segundo Council Presentation

EEC will prepare and conduct a formal presentation to the City of El Segundo Council at the appropriate time as determined by the City to keep the City Council informed and to solicit their comments or comments from the public. EEC has conducted numerous city council and Special District Board presentations for our SSMP and FOG Control Program development projects and can use much of the presentation materials from these other projects to benefit this Project.

2.2 TASK 2 - LEGAL AUTHORITY

As required in the WDR, the City must demonstrate through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that the City possesses the necessary legal authority required in the SSMP. EEC will review the City’s
existing Municipal Code, standards, and other sanitary sewer requirements and provide a written description demonstrating that these regulations sufficiently address the issues WDR requirements. Based on EEC’s initial review of the Municipal Code, the City already has regulations governing wastewater discharge, but the FOG legal authority will require significant upgrading. Therefore, EEC is assuming that there will be minor modifications to the existing Municipal Code, and EEC will discuss with the City whether the new FOG regulations should be included in the Municipal Code or through a separate FOG ordinance. EEC has developed FOG regulations using both approaches for other projects depending upon city attorney preference. To avoid confusion, the anticipated FOG legal authority work is included in the FOG Control Program Task. If the existing Codes and standards do not sufficiently address WDR requirements, EEC will make recommendations for upgrades.

2.2.1 Prevent Illicit Discharges
Prevent illicit discharges into the City’s sanitary sewer system, including inflow/infiltration from laterals, stormwater, and other unauthorized debris. EEC will review the City’s current legal authority to prevent illicit discharges and provide examples from EEC’s other projects.

2.2.2 Proper Sewer Connections
Require proper design and construction of sewer connections. EEC will review the City’s current legal authority to ensure proper sewer connections are made and will provide examples from EEC’s other projects.

2.2.3 Minimum FOG Pre-treatment Standards
Development of minimum FOG pretreatment standards at food service establishments (FSEs) such as permitted grease interceptors (e.g., gravity, hydromechanical, and grease removal devices). Best Management Practices (BMPs) can also serve as proper pretreatment for many FSEs, consequently, this pretreatment option will be evaluated by EEC as well. The current City of El Segundo Municipal Code refers to adoption of the 2007 California Plumbing Code, but this does not provide sufficient direction for proper pre-treatment standards. EEC will develop a pre-treatment approach for the City that is appropriate for the FOG blockage and maintenance issues in the City while being sensitive to the burden that pre-treatment can have on FSEs.

2.2.4 Draft FOG Ordinance
EEC will develop a draft FOG ordinance with established penalties and enforcement mechanisms. The City can either choose to incorporate these FOG ordinance elements into the existing Municipal Code or can adopt a separate FOG Ordinance. EEC has developed FOG ordinances (or incorporated FOG ordinance elements into existing Municipal Codes) for over 20 cities and sewer districts to date. Similar to the FOG pretreatment standards, EEC will develop a draft ordinance for the City that is appropriate for the FOG blockage and maintenance issues in the City while being sensitive to the burden that the FOG requirements can have on FSEs.
2.2.5 FOG Inspection Program

EEC will develop a FOG inspection program which includes inspection frequency, permits, cost recovery, and coordination with existing stormwater and industrial waste inspections. EEC currently performs all of the FOG inspections for four cities and sewer districts on an annual contract basis. EEC has inspected over 10,000 food service establishments and has trained over 400 FOG inspectors throughout the State of California through our FOG Inspector Training Workshop that was originally offered through CalFOG and now is offered through the California Water Environment Association (CWEA).

2.3 TASK 3 - OPERATION AND MAINTENANCE PROGRAM REVIEW

2.3.1 Review Preventative Maintenance Program

EEC will review the existing City’s routine preventative operations and maintenance program and create or recommend improvements to the existing written Preventative Maintenance/Work order program, hot spot tracking program, and Standard Operating Procedures based on current program activities and necessary additions to meet SSMP requirements. EEC will also consult with City Operations and Maintenance (O&M) staff. In the SSMP, EEC will include a description of the routine preventative maintenance activities that the City performs on a regular basis. At a minimum, EEC will include the following:

- Describe routine preventive operation and maintenance activities by City staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system and sewer lift stations with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program will include a system to document scheduled and conducted activities, such as work orders.
- EEC will review the existing City stock/spare parts supply and recommend any additions. Following this, EEC will work with City staff to create an equipment and replacement parts list inventory. In the SSMP, EEC will include a description of critical replacement parts and Emergency/Standby Equipment. EEC will consult with City Sewer O&M staff on identification of necessary replacement parts, emergency equipment, and current inventories of both.
- EEC will recommend a 5-year program and develop a schedule tracking the progress for CCTV inspections, physical facility inspections, and other PM activities for all gravity sewers, manholes, pumping facilities, and force mains.
- Develop a plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. This should include FOG problem areas and pipeline structural deficiencies. The program should include regular visual and CCTV inspections of manholes and sewer pipes, and system for ranking the conditions that are at risk of collapse or prone to more frequent blockages due to pipe defects.
- The WDR requires the City to maintain up-to-date maps of its wastewater collection system facilities. EEC will review existing City sewer system maps, Geographic
Information System (GIS), and associated geodatabases. EEC will also consult with City staff to ensure accuracy and currency of the sewer system. In the SSMP, EEC will include a description of the type of maps currently being used by the City.

- EEC will recommend improvements in the City’s PM Program with an understanding that the City’s current PM Program has proven to be very effective to this point.

2.3.2 Training Program
EEC will review the City’s current training program and provide the following, as appropriate:

- EEC will develop a written training program for the City where training is provided on a regular basis for staff in sanitary sewer system operations and maintenance, and contractors are required to be appropriately trained.
- EEC will also develop recommended or suggested contract language for City contractors to obtain required training.

2.4 TASK 4 - OVERFLOW EMERGENCY RESPONSE PLAN

EEC has already conducted a preliminary review of the City’s Overflow Emergency Response Plan (OERP) that was provided as an Addendum to the RFP. The City’s OERP is comprehensive and practical. However, EEC offers the following comments to provide a jump-start on upgrades to the Plan in order to meet the WDR requirements and to ensure effective emergency response:

1. City staff training should be addressed in the plan;
2. Some modifications relating to reporting should be added to communicate the chain of command and to fit the California Integrated Water Quality System (CIWQS) online reporting requirements;
3. Additional detail relating to staff responsibilities and expected response times is recommended;
4. The incident assessment process should specify the criteria required to determine the appropriate response. EEC has included an example of a Spill Reporting procedure extracted from an Orange County SSMP that we developed:

REPORTING THE SPILL

After the spill is contained, all sewage spills, regardless of size, must be reported immediately by phone to the Environmental Health Division of the Orange County Health Care Agency (OCHCA). During working hours, call OCHCA directly at (714) 433-6419. After working hours and on the weekends, notify OCHCA by calling Orange County Control One (available 24 hours) at (714) 628-7008. If the spill is small and you don’t need assistance, let Orange County Control One know that you are making an official spill notification. If you need assistance from the Orange County Environmental Management Agency (OCEMA) or OCHCA, ask Control One to have OCEMA or OCHCA call you (see Emergency Contractors and Mutual Aid section on page 9).

Report all spills directly to the Regional Water Quality Control Board (RWQCB) at (951) 782-4130. During work hours, the person answering the phone will route your call. After work hours, leave a message on the answering machine with the following information:

1. Your Name
6. Status/End of Spill

City of El Segundo SSMP Proposal
2. City
3. Phone Number
4. Location of Spill
5. Size of Spill
6. Time of Spill
7. Suspected Cause
8. Estimate of Spill Volume
9. Did Spill Discharge into S.A. or Channel

If you see the release of what may be hazardous material from private property, call the City Fire Department Hazmat Team at ____ and assist them with the problem. The Orange County Health Care Agency should also be called at (714) 433-6419 for this type of problem.

Other agencies may also need to be contacted, depending on the conditions present. Call the on-call Supervisor/Crew Leader for direction.

Written reports of all spills must be prepared by a California Integrated Water Quality System (CIWQS) authorized user (see Appendix A, blue sheet) and filed on the CIWQS on-line reporting system. For the on-call duty person, it is very important to write down all relevant information such as times, names of persons contacted and when, estimated flow rate and volume of sewage spilled, names of people responding, etc. Photographs of spill containment procedures will be required. Complete the attached Spill Reporting Field Form (see Appendix C, red sheet) and turn it in to the appropriate Supervisor. The on-call supervisor shall complete the attached Spill Reporting On-Call Supervisor/Crew Leader Form (see Appendix B, yellow sheet) from information received from the field personnel responding to the spill.

CATEGORY 1 SPILL REPORTING:
Category 1 spills are spills that meet any one or more of the following criteria:
- Any spill that reaches a storm drain inlet and is not fully captured and returned to the sewer system.
- Any spill that reaches a drainage channel and/or surface water.
- Any spill equal to or greater than 1,000 gallons.

Reporting for all Category 1 spills shall be made by the on-call duty person and shall be handled as follows:

1. Contact Orange County Health Care Agency at (714) 443-6419 as described above WITHIN 2 HOURS after becoming aware of the spill.

2. Contact the State Office of Emergency Services (OES) at 1-(800) 852-7550 WITHIN 2 HOURS after becoming aware of the spill and wait on the phone for a control number. The OES will make a report and fax it to the Regional Water Quality Control Board (RWQCB). OES will provide a Control Number, be sure to record this number for spill reporting purposes. If the spill is a very large or dangerous spill, the OES will contact RWQCB personnel.

3. Contact the Regional Water Quality Control Board at (951) 782-4130 as described above WITHIN 2 HOURS after becoming aware of the spill.

4. As soon as possible, but no later than 24 hours after becoming aware of a Category 1 spill, the on-call Supervisor/Crew Leader shall submit to the Regional Water Quality Control Board a certification that the OES and OCHCA have been notified of the discharge. This step will be performed on-line by entering a preliminary spill report into the California Integrated Water Quality System (CIWQS) database.

CIWQS website: http://ciwqs.waterboards.ca.gov

CATEGORY 2 SPILL REPORTING:
Category 2 spills are spills that are less than 1,000 gallons and meet any one of the following criteria:
- The spill is contained before it reaches a storm drain inlet.
• The spill reaches a storm drain inlet but has been fully captured and returned to the sewer system.

Reporting for all Category 2 spills shall be made by the on-call duty person and shall be handled as follows:

1. Contact Orange County Health Care Agency (OCHCA) at (714) 443-6419 as described above AS SOON AS POSSIBLE after containing the spill.

2. Contact the Regional Water Quality Control Board (RWQCB) at (951) 782-4130 as described above AS SOON AS POSSIBLE after containing the spill.

3. Category 2 spills must be reported through the California Integrated Water Quality System (CIWQS) within 30 days after the end of the calendar month in which the SSO occurred. This will be done by the Principal Engineer.

PRIVATE LATERAL SPILL REPORTING:
Private Lateral spills are any spills originating from private property that meets the following criteria:
• The spill is contained on-site or prior to entering a storm drain inlet.
• The spill reaches a storm drain inlet but has been fully captured and returned to the sewer system.

Reporting for all Private Lateral spills shall be made by the on-call duty person and shall be handled as follows:

1. Contact Orange County Health Care Agency at (714) 443-6419 as described above AS SOON AS POSSIBLE after containing the spill.

2.5 TASK 5 - FOG CONTROL PROGRAM

EEC will evaluate the City’s FOG Control Program and FOG legal authority and provide recommendations for upgrades that are in full compliance with the SSMP requirements and are consistent with the goals of the MS4 program. However, simply meeting the SSMP general FOG requirements does not necessarily result in an effective and business-friendly FOG Control Program. EEC proposes to conduct a thorough analysis of the City’s current program based on our wealth of FOG experience described in the following paragraphs.

FOG in sewers can be problematic, often causing blockages in small to medium sized, low flowing sewer pipes and resulting in public and private SSOs such as the private SSO experienced in El Segundo in June 2008. To address this issue, the WDR requires that cities and sewer districts develop new FOG Control Ordinances and FOG Control Programs to reduce FOG-related SSOs. EEC is proud to have played a significant role in the reduction of FOG related SSOs for many agencies in California, having designed, implemented, and managed numerous FOG Control Programs. This success is borne by the combined effort of permitting and inspection of Food Service Establishments (FSEs), public outreach and education, and periodic cleaning of sewers, particularly the problematic “hot spots”.
If left uncontrolled, FSEs are by far the most significant contributor of troublesome FOG into sewer systems. At the heart of a successful FOG Control effort is the implementation of the FOG Control Procedures (FOG Program Manual). Some agencies have chosen to assist FSEs by providing suggestions on various Kitchen Best Management Practices (BMP) that can be implemented. Effective implementation of such BMPs within the facility avoids having to construct costly grease traps or interceptors for exiting businesses. Public outreach to residential neighborhoods has also begun, informing citizens about the impact of dumping FOG down the drain.

EEC has a diverse staff, experienced in every facet of FOG control. The team is well equipped with experienced engineers, GIS analysts, scientists, and inspectors to assist the City with addressing all FOG issues, including staff training and optimizing your current FOG assessment programs.

2.5.1 Public Education and Outreach

EEC will evaluate the current Public FOG Education and Outreach program and make recommendations for upgrades, if necessary, along with a plan and schedule. EEC has developed many FOG education and outreach programs and materials for FOG programs throughout the country which can benefit this project.

2.5.2 Disposal of FOG

EEC will research the FOG waste disposal options and facilities in the area and document that there is adequate disposal options for the yellow and brown grease generated in the City.

2.5.3 Legal Authority

As was discussed in Task 2 above, EEC will ensure that the City of El Segundo has the proper legal authority to control FOG discharges in the City. The costs for this work are included in this FOG task. The other legal authority costs are included in Task 2.

2.5.4 Grease Removal Devices, BMPs, Record Keeping and Reporting

FOG Source Control is the first line of defense in controlling SSOs caused by FOG blockages and is a combination of two important programs: BMPs and Grease Removal Devices.

First, FOG can be prevented from entering drains that lead to the sewer system through the promotion and implementation of kitchen BMPs such as “Don’t Pour Grease Down the Drain” or “Scrape Grease and Food Particles Into the Trash Before Washing Plates or
Cookware”. For residential dischargers, this can be accomplished through an effective education and outreach program.

Second, FOG that does enter drains at FSEs can be captured before it flows to the public sewer system through the requirement for the proper design, installation, and maintenance of Grease Removal Devices (i.e., grease interceptors and traps).

EEC completed the largest FOG Control Study (Study) in the country on behalf of Orange County Sanitation District and 26 other cities and wastewater agencies in Orange County. Phase I of the Study resulted in recommendations for sewer cleaning and BMP programs that have become the backbone of FOG Control Programs throughout Orange County and California. The Phase II Study field tested new FOG Control Technologies such as Additives, Automated Grease Removal Devices, and Interceptor Monitoring Devices. The report provided the detailed results of the field testing and provided testing, monitoring, and agency approval procedures for these technologies.

EEC is aware that the City adopted the 2007 California Plumbing Code which means that it also adopted the recent Uniform Plumbing Code Chapter 2 and Chapter 10 changes. Based on these changes, all grease control devices (i.e., grease interceptors, grease traps, and grease removal devices) will be classified as “Grease Interceptors”. Furthermore, conventional grease interceptors will be named “Gravity Grease Interceptors” and grease traps will be named “Hydromechanical Grease Interceptors”. A more significant change in the Code is the sizing of conventional (Gravity) Grease Interceptors. New Gravity Grease Interceptors will now be sized based on the number of Drainage Fixture Units (DFUs) in the kitchen rather the number of meals served at peak hour or the FSE’s hours of operation. This will result in new Building Department plan check procedures and close coordination with the FOG program.

EEC was a member of the IAPMO FOG Task Group that worked on these changes. In fact, EEC developed the new Gravity Grease Interceptor sizing formula with help from a plumbing engineer on the Task Group. The new sizing formula was developed due to the concern that the old formula was leading to “over-sized” outdoor grease interceptors which resulted in incomplete cleaning, corrosive conditions, hydrogen sulfide generation, and odors. EEC is currently assisting other sewer agencies such as the City of Santa Ana and the Irvine Ranch Water District in the implementation of the
new sizing formula. This specialized experience will allow EEC to provide expert guidance to the City of El Segundo, if requested, during this transition to the new Code.

EEC will help the City with many important decisions as it relates to the requirements that it will place on FSEs to minimize their financial burden while still protecting the sewer system. EEC will also develop simple and logical record keeping and reporting requirements for the City’s FSEs.

2.5.5 FSE Inspections and Enforcement

As a result of EEC’s FOG Inspector services offered for sewering agencies, EEC staff has conducted over 6,000 FSE BMP inspections and over 4,000 Grease Interceptor/Grease Trap inspections, and has issued Notices of Non-Compliance to ensure that the food service establishments are adhering to FOG Control requirements. EEC has assisted in the development of 20 FOG Control Ordinances and has developed the FOG Control Program Enforcement Response Plans, FSE Permits, Inspection Forms, Notices of Non-compliance, Fact Sheets and Database/GIS support for 6 sewering agencies.

EEC developed and currently conducts California’s only Grease Interceptor Inspector Training Workshop for the California Water Environment Association (formerly conducted for CalFOG). Seven (7) workshops have been conducted to date and over 400 inspectors have been trained by EEC.

If requested, EEC can offer our in-house expertise to provide or enhance the City’s use of powerful tools including GIS, Microsoft Access Database structures, Visual Basic programming to provide an uniquely effective and efficient inspection program (Figure 1). EEC has created a methodology to characterize an FSE as high risk, low risk, or Limited Food Preparation (LFP). This characterization is used to determine an FSE’s inspection frequency.
As a result of this strategy, FSE inspection frequencies are determined based on an FSE’s risk of FOG discharge and potential impact on the sewer system rather than an arbitrary or universal inspection frequency. This method of inspection management reduces the likelihood that an agency’s resources are misappropriated.

The GIS and database integration also provides customized tools that quickly query copious amounts of FSE data for usable results. For example, an inspector or manager can find an SSO or hotspot in the GIS and quickly determine which FSEs are related to that liability. Hyperlink tools in the GIS are designed to quickly query the FSE database to return usable pertinent information, inspection histories, pictures, and inspection forms.
Although EEC has many FOG capabilities, we know that the City has initiated FSE inspections that are working and the City’s FOG blockage problem is not severe; therefore, we will work with City staff, such as Steve Tsumura, to recommend logical upgrades to the FSE inspection and enforcement program that comply with the WDR and do not overly burden the City or the FSEs.

2.5.6 FOG Hot Spot Identification and Cleaning

EEC has extensive experience in sewer line closed-circuit television (CCTV) monitoring of FOG accumulation (FOG Source Characterization) that could be used to determine the specific sources of FOG blockages, verify the effectiveness of FSEs’ BMPs, and assist in the enforcement of the conditional waiver program. To this point, EEC has characterized over 350 hot spots and identified numerous individual sources of FOG blockages in Southern and Northern California. The FOG Characterization data has also provided other very valuable information beyond what can be determined based on an FSE inspection.

EEC understands that FOG is not the only reason for SSOs and that a thorough understanding of the system is critical when reducing SSOs. EEC’s experience in sewer line characterization activities has provided a keen understanding of how hydraulic defects in the sewer, such as offset joints, roots, and sags can impact the ability of a sewer to transport grease within the sewer system. Through implementation of innovative new approaches such as GIS integration with asset management technologies, EEC can provide simple and efficient management solutions for sewer system maintenance activities and system asset management. EEC is well equipped to support the City with their sewer system evaluation and troubleshooting needs.

Again, EEC knows that the City does not have a serious FOG blockage problem, so we will work with the sewer maintenance staff to see if there is a need for an upgrade in the current Hot Spot identification and cleaning program.

2.5.7 FOG Hot Spot Identification and Source Control

Even though the City does not have a severe FOG blockage problem, there are always a few FOG-related Hot Spots that are being impacted by one or two significant sources of FOG. EEC will work with the sewer maintenance and source control staff to see if increased source control efforts are necessary at specific locations upstream of Hot Spots.
2.6 TASK 6 - SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

EEC will evaluate the City's Capital Improvement Plan (CIP) to determine if it addresses hydraulic capacity issues for key sanitary sewer system elements during dry weather peak flow conditions, as well as the appropriate design for storm or wet weather event. At a minimum, the plan should include:

- Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.
- Design criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria.
- Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
- Schedule: A schedule of completion dates for all portions of the capital improvement program developed above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements.

EEC will coordinate with City staff to provide the following services to ensure that these requirements are adequately addressed:

- Compile current City practices into a single comprehensive description for the System Evaluation and Capacity Assurance Plan;
- Conduct interviews with City staff and review of City sewer inspection and flow reports, evaluate those portions of the sewer system experiencing capacity related overflows and I&I;
- Review the City's most recent Sanitary Sewer Master Plan Update Report (2002) to identify deficiencies and recommended corrective measures;
- Review the City's sewer system CIP and provide recommendations;
- Develop a schedule for necessary work identified in the SSMP (Table to be included in the SSMP)

2.7 TASK 7 - MONITORING, MEASUREMENT, AND PROGRAM MODIFICATION

EEC will evaluate the City's plan to measure and track the effectiveness of the SSMP. As a minimum, this plan should include the following elements:
• Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
• Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
• Assess the success of the preventive maintenance program;
• Update program elements as appropriate, based on monitoring or performance evaluations;
• Identify and illustrate SSO trends, including: frequency, location and volume.

EEC will assist the City in developing the metrics needed to monitor and measure the effectiveness of required SSMP elements as follows:

• Review current City Monitoring and data collection programs for the sewer system;
• Develop a tracking system or matrix for performance indicators that measure the effectiveness of the SSMP elements in reducing SSOs;
• Provide recommendations for upgrades to current data collections systems or for the specification of a Computerized Maintenance Management System (CMMS).

2.8 TASK 8 - SSMP PROGRAM AUDITS

EEC will prepare the City to conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the City’s compliance with the SSMP requirements, including identification of any deficiencies in the SSMP and steps to correct them. EEC will coordinate with City O&M and GIS staff to develop internal audit procedures and forms to include the following:

• Document Control;
• Training;
• Target and Objectives – Strategic Plan with measurable targets and objectives;
• Data Management;
• Documented Procedures;
• Outcomes – Performance data linked to CIP and Program budgets.

2.9 TASK 9 - DESIGN AND PERFORMANCE PROVISIONS

EEC will review existing City sewer system engineering design and construction standards for new and rehabilitation/repair projects. EEC is aware that the City is utilizing the Green Book for most of the standards. EEC will make recommendations and/or design changes to standards to meet current and industry standards if necessary. In the SSMP, EEC will describe the existing and/or revised City design and performance standards. EEC will work closely with the City Engineering Department.

EEC will review existing City inspection and testing standards and procedures for new, rehabilitated, and repaired sewer infrastructure. EEC will ensure that City inspection
standards are updated and current and that training is identified to keep City personnel up-to-date with the changing standards. In the SSMP, EEC will describe the existing and or revised City Inspection, Testing, and Training Standards in the SSMP.

2.10 TASK 10 - FINANCIAL PLAN

EEC will review the City’s current financial plan to fund the identified staffing needs, operating costs, CIP project costs, equipment requirements, on-going CCTV activities, and other WDR compliance costs. EEC will work with City staff to determine if additional revenues are needed to fund these projects in the near and long term. If additional revenues are needed, EEC will develop justifications and recommendations for rate adjustments. The fee for an extensive cost analyses and rate study is not included in this proposal, but could be added, if requested.

2.11 TASK 11 - COMMUNICATIONS PROGRAM

EEC will evaluate the City’s current communications program and determine if it has the following elements:

- Communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented;
- Create a plan of communication with collection systems that are tributary and/or satellite to the City’s sanitary sewer system;

EEC will review the City’s existing communication tools, such as public information notices and City website, and as needed, develop enhancements to the communication program. The communications program will provide a means for the City to disseminate information on SSMP development, implementation and performance to the public, effected businesses/stakeholders and satellite sewer systems.
3.0 Key Personnel

3.1 STAFFING

Environmental Engineering & Contracting, Inc
Project Organizational Chart for the City of El Segundo

- **Principal-in-Charge**: John Shaffer
- **Engineering**: Stan Steinbach, P.E.
- **SSMP Project Manager**: Jim Kolk
- **FOG Task Manager**: Ramon Gallegos

No sub-consultants are needed for this project due to EEC's in-house expertise. All of EEC's key personnel for this project have been working together on developing similar SSMPs and FOG Control Programs for the past 5 years. The key personnel are all available to perform this project based on their current workload. Additionally, due to our personnel's extensive experience working together on similar projects, they are tremendously flexible should something unexpected happen that limits a given personnel member's availability.

Mr. Kolk will attend the kick-off meeting and he will attend the review meeting/workshop, final report meeting, and presentation to the Chino City Council depending upon the main emphasis of those meetings. Mr. Shaffer will be involved in key conference calls and will attend at least one meeting and the presentation to the City Council.

3.2 QUALIFICATIONS

**John Shaffer** will be the Principal-in-Charge for the project and will ensure that all of the business aspects of the project are handled professionally, that the quality of the deliverables is of the highest caliber, and that there are no slippages in the project schedule. Mr. Shaffer has served this role for every SSMP and FOG project for EEC. Mr. Shaffer will also be assisting Mr. Kolk in the FOG Control Program development task. Mr. Shaffer has developed twelve FOG Control Programs and eight FOG control ordinances. A resume for Mr. Shaffer is included in the Appendix.

**Jim Kolk** will be Project Manager for the project. Mr. Kolk has managed other similar SSMP projects, has personally developed eight FOG Control Programs, and has managed the implementation of six FOG Control Programs, including restaurant inspections and enforcement. Mr. Kolk will also be leading the review of the key City documents and procedures. A resume for Mr. Kolk is included in the Appendix.
Stan Steinbach, P.E. will be the civil engineer for the overall development of the SSMP. Stan Steinbach is a Professional Civil Engineer and has extensive experience developing similar SSMPs such as those for the Cities of Fullerton and Stanton. Mr. Steinbach is experienced with every element of the SSMP, both as an engineer and as a task manager. A resume for Mr. Steinbach is included in the Appendix.

Ramon Gallegos will be the FOG task manager and leading the document development, data management and GIS elements, when required. Mr. Gallegos is a Geographic Information Systems (GIS) Analyst with 10 years experience including 5 years experience with FOG database management and Food Service Establishment (FSE) inspection coordination for FOG programs. A resume for Mr. Gallegos is included in the Appendix.

The allocation of time for each key person discussed above is shown in the cost estimate.

EEC develops all SSMPs and FOG Control Programs from our office in Santa Ana, California. All SSMPs are California projects, but EEC develops FOG control programs all over the United States. This means that all of EEC’s key project personnel work together in the same office with work spaces not more than 50 feet from each other. This project consists of meetings and documentation-oriented tasks that will likely not require more than 4 or 5 trips to the City, so travel time and expenses will not be significant.
4.0 Project Management System

EEC has provided many details within the individual task approaches; however, EEC will ensure that the overall approach is not unnecessarily complicated due to the fact that the City has such a low occurrence of SSOs and has already completed most of the work required for each SSMP element or due to the fact the SSMP element is extremely straightforward. One exception is the FOG Control Program, which EEC will develop side-by-side with the City in a methodical and comprehensive fashion to ensure a fair and business-friendly impact on the restaurants. This approach will ensure that the SSMP elements are completed with a level of effort and complexity that is appropriate for each task.

EEC utilizes proven templates for each SSMP and FOG element based on previous SSMP and FOG projects. EEC will adjust these based on the City’s particular structure and programs, but these templates have already been approved by the Regional Water Quality Control Board for the original WDR requirements in North Orange County and have been adapted slightly to the State-wide WDR requirements.

EEC also uses proven project management tools that we use on similar projects to track the progress on deliverables and the budget. A typical monthly report would track the progress of each deliverable and the major elements of each task as well as the budget for each task. It would also identify the next steps and who is responsible for that next step. An example of an SSMP monthly progress report is provided in the Appendix.
5.0 Budget and Schedule

EEC has developed the following detailed cost breakdown for the project with a total not-to-exceed cost estimate of $35,505 to be performed on a time-and-materials basis.

<table>
<thead>
<tr>
<th>City of El Segundo</th>
<th>Sewer System Management Plan</th>
<th>Estimated Hours (EEC) and Cost Estimate</th>
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<tr>
<td>Project Tasks</td>
<td>Estimated Hours</td>
<td>Estimated Costs</td>
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<td>Task 9</td>
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<tr>
<td>Hourly Rates</td>
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<td>$170</td>
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</table>

City of El Segundo SSMP Proposal 20 EEC 094
EEC has provided a project schedule in the Appendix that accounts for all tasks. EEC will strive to complete all deliverables before the dates specified in order to provide as much flexibility in the schedule as possible.
6.0 Required Information

6.1 EEC INFORMATION

1) Environmental Engineering & Contracting, Inc.
501 Parkcenter Drive
Santa Ana, CA 92705
(714) 667-2300

2) Tax Identification Number 33-0665828

3) EEC was established in 1995

4) Project Manager – Jim Kolk

5) Correspondence is to be directed to:

Mr. Jim Kolk
Environmental Engineering & Contracting, Inc.
501 Parkcenter Drive
Santa Ana, CA 92705
(714) 667-2300
jkolk@eecworld.com

6) No subconsultants for this project

7) EEC is a California corporation

8) The following table provides references for selected clients for whom EEC has conducted a similar scope of work:

<table>
<thead>
<tr>
<th>Scope of Services</th>
<th>Agency</th>
<th>Contact</th>
<th>Position</th>
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<tbody>
<tr>
<td>SSMP and FOG</td>
<td>City of Fullerton</td>
<td>William Roseberry</td>
<td>Sewer Supervisor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(714) 738-6373</td>
<td></td>
</tr>
<tr>
<td>SSMP and FOG</td>
<td>City of Stanton</td>
<td>Jake Wager</td>
<td>City Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(714) 379-9222</td>
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<tr>
<td>FOG</td>
<td>Costa Mesa Sanitary District</td>
<td>Robin B. Hammers</td>
<td>Manager/District Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(949) 631-1731</td>
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</tr>
<tr>
<td>FOG</td>
<td>City of Santa Ana</td>
<td>Ray Burk</td>
<td>Principal Civil Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(714) 647-3317</td>
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</tr>
</tbody>
</table>

9) The projects and the clients listed above are similar in nature to the work proposed for the City of El Segundo, all were conducted in the last 4 years, and ranged from $40,000 to $150,000.
10) EEC has been performing work of this nature since the North Orange County SSO WDR came into effect in 2002. The staff selected for this project is available to begin immediately.

11) EEC's 2008 Fee Schedule is provided in the Appendix. The 2009 rates may be slightly higher, but not more than 8% overall.

12) EEC has reviewed the provided Professional Services Agreement and is in general agreement with these terms and conditions; however, further clarification will be requested, prior to the December 31, 2008 deadline, relating to the following two elements of the Agreement:
   - Non-Appropriations of Funds
   - Automobile Coverage
Mr. Shaffer is the founder and President of Environmental Engineering and Contracting, Inc. He has more than 19 years experience in industrial pretreatment and collection system projects. He is recognized throughout California as a wastewater expert and has managed more than 150 industrial pretreatment projects. Mr. Shaffer’s was the lead researcher and author of the largest national study to date on fats, oils, and grease (FOG) control to prevent sewer overflows.

RELEVANT PROJECT EXPERIENCE

Sewer System Management Plans (SSMPs) – Principal-in-charge for the development of multiple sewer system management plans (SSMPs) for cities and wastewater districts to meet regional water quality control board (RWQCB) requirements and reduce sanitary sewer overflows (SSOs). The SSMPs include Overflow Emergency Response Plans, Capacity Assessment, System Evaluation, Preventive Maintenance, FOG Control, and Legal Authority.

Sanitary Sewer Overflow (SSO) Study – Program manager for a $250,000 national research study for Orange County Sanitation District (OCSD) and the County of Orange on the causes and solutions to SSOs. The study was in response to the growing problem of beach closures in Orange County, California. The study includes evaluating the causes of grease blockages due to wastewater discharge from restaurants and residences, which create sewer line blockages resulting in SSOs, and sewage flowing to storm drains, creeks and eventually the beaches.

Sewer System Characterizations – Program manager for over $1,000,000 of sewer system characterization projects for cities and wastewater agencies in Orange County. The work has included closed circuit television (CCTV) inspections; sewer mapping utilizing geographical information systems; structural issues, grease and roots identification.

Fats, Oils, and Grease (FOG) Control Programs – Principal-in-charge for contract management of seven FOG Control Programs for cities and wastewater districts. The projects include over 5,000 food service establishment inspections involving kitchen and grease interceptor inspections, permitting, and enforcement. All of the program data is organized in databases created by EEC and linked to GIS.

EDUCATION

Biochemistry, University of California, Los Angeles
PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS

Member of Water Environment Federation (WEF)
Member of California Water Environment Association (CWEA)
Mr. Steinbach is a chemical engineer and registered professional civil engineer. He has extensive expertise in NPDES issues, developing Sewer System Management Plans (SSMPs), Fats, Oil, and Grease (FOG) control and grease interceptor issues, and designing and installing wastewater treatment and remedial treatment systems. He has conducted numerous NPDES stormwater programs, wastewater characterization and treatability studies, Phase I environmental assessments, Phase II soil and groundwater site assessments, remedial testing studies, remedial action plans/feasibility studies, and has been responsible for the operation and maintenance of over 50 remedial treatment systems.

**EDUCATION/SPECIAL TRAINING**

Bachelor of Science, Chemical Engineering - Oregon State University, Corvallis, Oregon

**REGISTRATIONS/CERTIFICATIONS**

Registered Professional Civil Engineer, California, No. C60255
OSHA 40-hour CFR 1910.120
OSHA 8-hour Supervisor Training Course
CPR and First Aid

**PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS**

American Institute of Chemical Engineers
American Society of Civil Engineers
Water Environment Federation
National Ground Water Association

**EMPLOYMENT HISTORY**

2000 - Present
Environmental Engineering and Contracting, Inc.
501 Parkcenter Drive
Santa Ana, CA 92705

Associate Engineer, TRC, Irvine, CA

Senior Engineer, Alton Geoscience, Irvine, Ca
Jim Kolk
Project Engineer

Jim Kolk is an industrial engineer and has extensive expertise in Fats, Oil, and Grease (FOG) control, sanitary sewer overflow (SSO) management, collection system characterization, and grease interceptor issues. Mr. Kolk has managed new FOG control programs or major elements of existing FOG control programs for more than 10 cities and sewer districts. Mr. Kolk is recognized as an expert on FSE and collection system inspection issues and integrating the data for more efficient management of a FOG control program.

EDUCATION/ SPECIAL TRAINING

Bachelor of Science, Industrial Engineering – San Jose State University, San Jose, California

RELEVANT PROJECT EXPERIENCE

FOG Control Consulting for Various Municipalities – Mr. Kolk is routinely hired by municipalities to provide expert FOG control consulting services ranging from ordinance and permit development, grease interceptor sizing and installation requirements, Hot Spot Characterization, inspector and enforcement procedures, database and GIS management. Clients include Orange County Sanitation District, and the cities of Stanton, Santa Ana, Fullerton, and La Habra.

National Fats, Oil, and Grease (FOG) Control Study, Phase II – Contracted by the Orange County Sanitation District, Mr. Kolk was one of the lead researchers and authors of a $300,000 FOG Control Study for 26 North Orange County cities and wastewater agencies to field test new FOG control technologies such as biological additives, grease removal devices (GRDs), and interceptor monitoring devices. The Study is being used to develop approval procedures for these technologies.

Grease Interceptor Design and Odor Control Services – Mr. Kolk has been contracted to assist in resolving grease interceptor odor related issues at various retail centers operated by the Irvine Company and at food service establishments for individual clients. Activities have included evaluation of the source of odors, odor control applications, grease interceptor sizing, and grease interceptor design services.

REGISTRATIONS/CERTIFICATIONS

CWEA SSO Reporting Certification
PACP/ NASCCO Certification
RAMON GALLEGOS
GIS/IT Supervisor

Mr. Gallegos is a Geographic Information Systems (GIS) Analyst with 10 years experience including 5 years experience with FOG database management and Food Service Establishment (FSE) inspection coordination for FOG programs. Since joining EEC, Mr. Gallegos has accomplished a number of GIS projects which included tasks such as creating and editing spatial data and attribute data, analyzing data, and producing layouts. He has also managed GIS research, fieldwork, data collection, data processing, data management, and asset management.

EDUCATION

M.A., Geography, California State University, Fullerton, 2007

SPECIAL TRAINING

ArcGIS, ESRI File and Personal Geodatabase structures, Access, Trimble GPS, Excel,

RELEVANT PROJECT EXPERIENCE

Various Cities and Water Districts in the County of Orange, California – GIS specialist for the development of city and water district maps of FSEs, city and county sewer systems, sanitary sewer overflows, and sewer hotspots. These maps were linked to an Access databases which housed characterization data for each FSE in the agencies. These systems were employed to more efficiently and more completely manage inspections of over 5,000 FSEs for the various FOG programs. Mr. Gallegos managed these inspections, processed the data, and coordinated any resulting compliance inspections.

Various Cities and Agencies, California – Mr. Gallegos designed and implemented system-wide sewer atlases for these agencies. The atlases included manholes (symbolized by their types), sewer pipe segments (symbolized by their ownership or relevant problems), sewer hotspots (symbolized by cleaning frequency), aerial photography, parcel data, and various landmark features such as rivers, lakes, learning institutions, parks, and railroads. The atlases displayed all data necessary (such as pipe segment and manhole IDs, pipe segment material, footage, and size, and street and highway names) for sewer maintenance field crews to effectively and efficiently accomplish their work orders.

Various Cities and Water Districts in the County of Orange, California – Mr. Gallegos designed, implemented, and maintained a methodology to track and monitor FSE inspections including compliance inspection. This methodology has been tested and proven to capture all necessary inspections of all FSEs regardless of their necessary inspection frequencies: Quarterly, Semi-Annually, Annually, and Bi-Annually.
2008 Fee Schedule

Prior to the commencement of services provided by EEC a Professional Service Agreement, Contract, Purchase Order, or Commitment Letter must be executed by both parties engaged.

**PERSONNEL CHARGES**
The charge for all time required for the performance of the Scope of Work, including office, field and travel time, will be billed at the hourly rate according to the labor classifications set forth below:

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<th>Labor Classification</th>
<th>Hourly Rate</th>
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<td>Sr Staff Engineer/Geologist/Scientist</td>
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<td>Sr Technician</td>
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<td>GIS Analyst</td>
<td>$90</td>
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<tr>
<td>GIS, Database Specialist</td>
<td>$115</td>
</tr>
<tr>
<td>Construction Technician</td>
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<tr>
<td>Construction Field Supervisor</td>
<td>$75</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$85</td>
</tr>
<tr>
<td>Sr Construction Manager</td>
<td>$115</td>
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</tbody>
</table>

Labor rates are subject to change. Please contact EEC for current rates.

Emergency response and client requested work during non-standard business hours will be charged at a rate of 1.25 times the standard hourly rate.

When EEC Staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard hourly rate.

**Travel**
Field vehicles used on project assignments will be charged at $50 per day. The mileage charge will be billed by the current rate established by the Internal Revenue Service plus mark up. Per Diem is billed at a unit cost of $40 per day. Lodging and Per Diem is billed at $175 per day.

**Field Equipment**
Field Equipment is billed at standard unit costs. Rate schedules are available upon request.

**Subcontractors and Reimbursables**
The costs of subcontractors, materials, equipment rental and costs incurred will be charged at cost plus 15%.

**Other Project Charges**
The cost of additional report reproduction and special project accounting will be billed at appropriate. Plotting plans are charged by size, black and white or color, and by the number of copies supplied.

**Shipping and Postage**
Shipping charges include couriers and the postage necessary will be charged at cost plus markup.

**Interest Charges**
Interest on late payments will be charged at the rate of 1.5% per month.

*This Fee Schedule is adjusted each subsequent year to reflect the economic changes for the new year. The new schedule will apply to existing and new assignments.*
<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Name</th>
<th>Next Step(s)</th>
<th>Responsibility</th>
<th>Target Date</th>
<th>Critical Date</th>
<th>Budget Spent</th>
<th>Budget Left</th>
<th>Closure</th>
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<tbody>
<tr>
<td>1</td>
<td>Plan and Schedule, Goals and Organization</td>
<td>Complete</td>
<td></td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>2</td>
<td>Legal Authority</td>
<td>Draft SUO Modification Review</td>
<td>Client</td>
<td>1/1/09</td>
<td>5/1/09</td>
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<tr>
<td>3</td>
<td>O&amp;M Program</td>
<td>First draft development</td>
<td>EEC</td>
<td>2/1/09</td>
<td>5/1/09</td>
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<td>4</td>
<td>Overflow Emergency Response Plan</td>
<td>Meeting with maintenance staff</td>
<td>EEC/Client</td>
<td>11/1/08</td>
<td>5/1/09</td>
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<td>5</td>
<td>FOG Program</td>
<td>Draft interceptor standards development</td>
<td>EEC</td>
<td>11/1/08</td>
<td>5/1/09</td>
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<td>6</td>
<td>Design and Performance Provisions</td>
<td>Draft provisions review</td>
<td>Client</td>
<td>10/1/08</td>
<td>8/1/09</td>
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<tr>
<td>7</td>
<td>System Evaluation and Capacity Assurance</td>
<td>Set up conference call to discuss</td>
<td>EEC/Client</td>
<td>5/1/09</td>
<td>8/1/09</td>
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<tr>
<td>8</td>
<td>Monitoring, Measurement, Program Modifications</td>
<td>Schedule meeting with project team</td>
<td>EEC/Client</td>
<td>5/1/09</td>
<td>8/1/09</td>
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<tr>
<td>9</td>
<td>SSMP Audits</td>
<td>First draft development</td>
<td>EEC</td>
<td>5/1/09</td>
<td>8/1/09</td>
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<td>10</td>
<td>Communications Program</td>
<td>First draft development</td>
<td>EEC</td>
<td>5/1/09</td>
<td>8/1/09</td>
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<tr>
<td>11</td>
<td>SSMP Completion and Certification</td>
<td>Final step</td>
<td>EEC/Client</td>
<td>6/1/09</td>
<td>8/1/09</td>
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<td>ID</td>
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<tr>
<td>1</td>
<td>City of El Segundo SSMP Development</td>
<td>176 days</td>
<td>Mon 12/1/08</td>
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<td>Task 1 - General Administration, Meetings, Presentations</td>
<td>175 days</td>
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<td>Task 2 - Legal Authority Review</td>
<td>69 days</td>
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<td>4</td>
<td>Task 3 - O&amp;M Program Review</td>
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<td>Mon 12/1/08</td>
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<td>Task 4 - Overflow Emergency Response Plan Review</td>
<td>67 days</td>
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<td>6</td>
<td>Task 5 - FOG Control Program Development</td>
<td>69 days</td>
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<td>7</td>
<td>Task 6 - System Evaluation and Capacity Assurance Review</td>
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<td>Task 7 - Monitoring/Measurement Program Review</td>
<td>109 days</td>
<td>Mon 2/2/09</td>
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<tr>
<td>9</td>
<td>Task 8 - SSMP Program Audit Development</td>
<td>66 days</td>
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<td>10</td>
<td>Task 9 - Design and Performance Provisions Review</td>
<td>109 days</td>
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<td>11</td>
<td>Task 10 - Financial Plan Review</td>
<td>109 days</td>
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<td>Mon 8/3/09</td>
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Project: City of El Segundo SSMP Dev.
Date: Thu 11/6/08

Task | Milestone | External Tasks | Progress | Project Summary | Deadline
--- | --- | --- | --- | --- | ---
Split |       |             |       |               |     
Summary |     |             |       |               |     
External Milestone |   |             |       |               |     
Deadline | |             |       |               |     

Page 1
AGENDA DESCRIPTION:
Consideration and possible action regarding Adoption of Plans and Specifications to install an Enhanced Vapor Recovery (EVR) system at the fueling station located at the City Facility Maintenance (150 Illinois Street) for compliance with South Coast Air Quality Mangement District (SCAQMD) Requirements.
Project No.: PW 08-16
(Fiscal Impact: $65,000)

RECOMMENDED COUNCIL ACTION:
1. Adopt Plans and Specifications.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $65,000
Additional Appropriation: No
Account Number(s): 405-400-0000-6215

ORIGINATED BY: Maryam M. Jonas, Principal Civil Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The SCAQMD rule 461 has been amended to enhance the effectiveness of vapor recovery systems. The purpose of the EVR is to reduce gasoline vapor emissions. This requires all gasoline transfer and dispensing facilities to upgrade from the current phase I Vapor Recovery Systems to Phase II Enhanced Vapor Recovery System by April 1, 2009. Both AQMD and the Environmental Protection Agency (EPA) are the regulatory and enforcement agencies for compliance.

Presently, the City’s fueling station consists of two 10,000 gallon gasoline tanks located at the Public Works Facility Maintenance. To meet the requirements, the City must install EVR equipment for gasoline vapor control prior to April 1, 2009. Failure to comply with the requirements may result in fines and closure of the non-compliant gasoline dispensing facilities.
This project is funded through the FY 2008-2009 approved government building repair and maintenance fund. Plans and specifications are available for review at the Public Works counter.
AGENDA DESCRIPTION:
Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Fleming Environmental, Inc., for rehabilitation of Sycamore Park Playground (southeast corner of Sycamore Avenue and California Street) Approved Capital Improvement Project. Project No. PW 08-12
(Fiscal Impact: $116,708.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a standard Public Works Contract in a form as approved by the City Attorney with Fleming Environmental, Inc., in the amount of $116,708.00
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $116,708.00
Additional Appropriation: Yes
Account Number(s): 301-400-8202-8978 ($114,767.00)
001-400-5102-6206 ($2,000.00)

ORIGINATED BY: Maryam M. Jonas, Principal Civil Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On November 5, 2008, the City Council adopted plans and specifications and authorized staff to advertise the project for competitive bids.

On December 2, 2008, the City Clerk received and opened the following eight (8) bids:

1. TNT Building Corporation $112,489.80
2. Fleming Environmental, Inc. $116,708.00
3. Pacific Construction Co., Inc. $134,840.00
4. Malibu Pacific Tennis Courts, Inc. $139,800.00
5. T.J. Janca Construction, Inc. $141,672.00
6. Y&M Construction, Inc. $162,168.00
7. G. Coast Construction, Inc. $168,150.00
8. Omega Contractors $232,201.57

The apparent lowest bidder, TNT Building Corporation was not responsive. TNT Building Corporation did not acknowledge the two amendments with his bid package and listed an unapproved product for the poured-in-place rubber surface.

The recommended contract includes the replacement of an existing swing set, replacement of an existing concrete pad and picnic tables, installation of a poured-in-place rubber surfacing, and installation of an ADA accessible ramp from the adjacent sidewalk into the park.

Staff has contacted references of the lowest responsible bidder and has received favorable responses. Staff recommends awarding the contract to the lowest responsible bidder, Fleming Environmental, Inc., in the amount of $116,708.00.

The funding for this project is as follow:

2000 Roberti-Z’Berg-Harris (RZH) Bond Act $49,061.00
2002 Roberti-Z’Berg-Harris (RZH) Bond Act $44,680.00
Approved FY 2008-2009 budget (Matching fund) $21,026.00

The balance needed ($1,941.00) to award the contract would be appropriated from the Recreation and Parks, parks operation account for Contractual Services.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: December 16, 2008
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding an amendment to the contract with the Two Roads Professional Resources, Inc. to provide construction management services for the construction of the new Fire Station No. 2 located at 2261 East Mariposa Avenue. 
(Fiscal Impact: $150,000.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an amendment with Two Roads Professional Resources, Inc., for an amount not to exceed $150,000.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Mr. Tom White resume

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $150,000.00
Additional Appropriation: No
Account Number(s): 301-400-8201-8999

ORIGINATED BY: Maryam M. Jonas, Principal Civil Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On October 13, 2008, the City Council authorized the City Manager to execute a temporary professional services agreement with Two Roads Professional Resources, Inc. in the amount of $9,500.00 to evaluate the performance of a construction manager for the construction phase of the new fire station number 2 before entering into a new professional services agreement.

Mr. Tom White has been assigned as the construction manager for the project. In the past two months, Mr. White has been coordinating between the contractor, sub-contractor, the architect, engineers of records and the City Departments to ensure the construction activities are performed on schedule and in accordance with the plans and specifications. He monitors and reports contractors daily progress, manages submittals and requests for information (RFT’s), prepares and distributes daily reports of the construction activities and conducts the weekly construction meetings. His performance has been very satisfactory to the City.

Staff recommends amending the contract with Two Roads Professional Resources, Inc. to retain Mr. White’s services as the construction manager for the reminder of the construction phase of
the Fire Station Number 2. This amendment will extend the term of the contract to October of 2009 and increase the cost of the contract by $150,000. The new total cost of service will be $159,500.00

The funding is available from the balance remaining ($375,696.00) from the cancellation of the previous contract for the construction management services. Upon approval of the amendment, the remaining balance from the original allocation for construction manager ($225,696.00) will be returned to the Capital Improvement account for the construction of Fire Station Number 2.
Resume of Tom White

6009 W. 85th Place  
Los Angeles, CA 90045

310-410-0669 or 256-0632(cell)  
tdwhite50@yahoo.com

CONSTRUCTION EXPERIENCE

1985-Present  
SENIOR CONSTRUCTION INSPECTOR/RESIDENT ENGINEER
Providing inspection services, construction management, and project engineering to A/E consulting firms, cities, agencies, and general contractors on public, private, and federal construction contracts. Responsibilities vary with each assignment. They are performed onsite, at a client's office, or both. Prior duties have consisted of multiple tasks including: onsite inspections to monitor contractors' compliance with project plans, specifications, safety orders, and labor laws; project record keeping and correspondence; interfacing with designers, utility personnel, outside agency representatives, and the public; change order/claims documentation and review; progress payment generation; submittal review; directing the activities of other inspectors, surveyors, and material technicians; schedule review; fair cost estimates; and various other administrative tasks. Projects that I have been associated with include:

- Downtown Advanced Transportation Management System Communications and Traffic Signal Modification Project for the City of Santa Monica ($3.5M).
- FAU, CDBG, and capital improvement projects on streets, pipelines, utilities, and landscaping in Bell, Commerce, Cudahy, El Segundo, Maywood, and Santa Monica ($200K to $2M).
- Reinforced concrete box storm drain installations in the City of Los Angeles on Beverly Blvd. ($9M), Fairfax Ave. ($7M), Third St. ($7M), and the Hollyhills Drain ($10M).
- Madrona Lateral Reclaimed Waterline for the US Army Corps of Engineers and West Basin Mutual Water District in the City of Torrance ($10M).
- Utility permit inspection for the City of Santa Monica.
- South County Pipeline Project ($22M) in Mission Viejo for Metropolitan Water District.
- Rehabilitation of Route 204 in Bakersfield for Caltrans ($2.5M).
- City of Commerce Amtrak/Metrolink Commuter Rail Station ($1.5M).
- LA Metro, 7th St. and Flower St. subway station, Stage 3 construction ($21M).
- Permit inspection on the Alameda Transportation Corridor for LACDPW.

1983-1985  
CONSTRUCTION INSPECTOR
Employed by Tierra Engineering Co. of Tarzana, CA on public works projects for LA County Flood Control District, LA County Road Dept., and the Culver City Redevelopment Agency ($100K to $2M).

1973-1983  
CONSTRUCTION ENGINEER
Employed by heavy civil contractors as a field engineer/project supervisor on interstate highway projects, wastewater treatment plants, and commercial building construction throughout northern New England. Employers included Perini Corporation of Framingham, MA and H. E. Sargent Construction Co. of Stillwater, ME ($500K to $20M).

EDUCATION

1998-1999  
California State University-Dominguez Hills, Carson, CA  
Certificate in Construction Management awarded June 1999

1968-1972  
University of Vermont, Burlington, VT  
Bachelor of Arts degree in Mathematics awarded February 1973.

COMPUTER SKILLS

Basic proficiency in Windows XP, Word, Outlook, and Excel.

References Available Upon Request
Supplement to Resume of Tom White

Building Experience

1. City of Millinocket, ME; Wastewater Treatment Plant; 1974 thru 1975.

Project engineer for H. E. Sargent Construction, Inc. of Stillwater, ME on the construction of a primary treatment plant for the city. Constructed a two story CMU control/chlorination building with full cast-in-place concrete basement and metal roof. Building contained controls for movement of effluent through lagoons, injecting and monitoring of chlorine, and outfall controls. Typical duties included surveying, quality control, project correspondence and record keeping, coordination of subcontractors, etc.

2. Town of Wells Beach, ME; Wastewater Treatment Plant; 1975 thru 1977.

Project engineer for Bradley Environmental Constructors of Rochester, NH on the construction of a secondary treatment plant for the town. Building included over 14,000 cubic yards of cast-in-place concrete for clarifiers, digesters, control rooms, etc. Duties included surveying; layout of embeds, hangers, blockouts, electrical and mechanical equipment; coordination of subs; maintaining logs for project submittal, RFI, RFC, PCO, etc.; quality control; quantities of work completed; etc.


Assistant project manager on commercial construction in New England and the Mid-Atlantic States. The company was contracted by the owners of Target Stores to subdivide existing stores and add a T. J. Maxx store to approximately one third of the existing space. I would interview, receive proposals, and sign contracts with local union subcontractors for the various trade work involved: demolition, carpentry, metal framing, drywall, storefront, sprinklers, electrical, suspended ceiling, etc. I would then manage the subcontractors during construction and monitor quality control, schedule, and budget.


Project engineer/assistant superintendent on the construction of a $60M diesel power station for the Bermuda Electric Light Co. The project consisted of mounting two V-64 ship engines on concrete engine mounts, erecting a sound proof concrete and steel containment building w/ a 70 ton overhead crane, slip-forming a 200' chimney, construction of a two story concrete and steel control building, and construction of a steel maintenance building. I was responsible for project layout, scheduling and directing work crews, quality control, concrete mix design, purchase and installation of an onsite 2 CY concrete batch plant, maintaining project drawings and logs, and dealing with customs agents on the docks.


Hired as a consultant to be part of a three man team (registered architect and electrical engineer also included) to determined why the Compton-Lazben Hotel and Conference Center being developed by the Compton Redevelopment Agency was over budget and behind schedule. My task was to determine what had been
constructed be the General Contractor versus what was required per the plans, specifications, building codes, etc. We eventually wrote a 150 page report on what we discovered after our investigation.


Employed by the Construction Manager (Parsons Dillingham) as a senior inspector on the Phase III construction ($21m) of the subway station. Phase III construction involved the final portions of work before the station was opened. Escalators and elevators were installed, tracks were laid, UPS system installed, tile set on floors and walls, artwork installed, etc. I monitored these installations and generated daily inspection reports that included potential change orders, non-compliance issues, conflicts in project documents, etc.


Member of a team of civil engineers and tunneling experts preparing a response to a $26M claim by the station contractor that the information contained in the project soil report was incorrect and that the errors had resulted in lost time and production by the tunnel boring machine. I sifted through daily reports written by the construction manager’s inspectors and the contractor’s superintendent, mechanics reports, production grafts produced by sensitive equipment mounted on the boring machine, etc. I eventually wrote 125 pages of a 1,000 page response as to why the claims should be denied. I also prepared witnesses for their testimony in front of the disputes review board who decide the case.
AGENDA DESCRIPTION:
Consideration and possible action regarding an extension to the City's current agreement with MWW Group for consultant services related to the City's efforts regarding Los Angeles International Airport (Fiscal Impact: $96,000)

RECOMMENDED COUNCIL ACTION:
1. Authorize the Mayor to execute the attached consultant agreement with the MWW Group;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Agreement between MWW Group and the City of El Segundo

FISCAL IMPACT: Budget Adjustment Required
Amount Budgeted: $150,000
Additional Appropriation: N/A $90,000
Account Number(s): 01-400-2901-6406

ORIGINATED BY: Bill Crowe, Assistant City Manager
REVIEWED BY:
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The City's current agreement with the MWW Group expired on October 1, 2008. Over recent years, the MWW Group has served as an integral City advocate regarding the implementation of the settlement agreement with Los Angeles World Airports (LAWA). MWW Group has worked with elected and appointed officials of the City of Los Angeles and advocating El Segundo's position with regard to the appropriate development of the north airfield complex and LAX's noise variance. It is clear that additional work with LAWA, BOAC and the City of Los Angeles will be necessary to ensure the development of a balanced airfield that does not rely too heavily on the capacity of the southern runways. A partial list of the specific duties anticipated by the MWW Group during the coming year includes work on the Specific Plan Amendment Study and continuing to push the City of Los Angeles to make good on its commitments to "regionalize" air service at its Ontario and Palmdale Airport facilities.

Staff is recommending an extension of the current agreement with the MWW Group to continue working toward those ends and to continue attendance at the various community outreach meetings scheduled by LAWA and BOAC. The MWW Group possesses first-hand knowledge
of the style and substance of the negotiations leading to the settlement and has worked effectively with LAWA and the City of Los Angeles.

The attached agreement with the MWW Group is meant to provide services until such time as LAX issues subject to the settlement with LAWA have been adequately addressed. The recommended agreement with the MWW Group would terminate at the end of FY 2008-2009. However, it does include a 30-day cancellation provision should work conclude before September 30, 2009.

Funds are available from the LAX Master Plan Intervention account; however, based upon the prior year’s billing patterns for both MWW Group’s consulting services and Shute, Milaly & Weinberg’s legal services an additional appropriation of $90,000 is being requested to be allocated from the general fund unreserved undesignated fund balance.
AGREEMENT

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 1st day of October 2008, between the CITY OF EL SEGUNDO, a municipal corporation, hereinafter referred to as "City" and The MWW Group hereinafter referred to as "Consultant". This Agreement shall be in full force and effect through September 30, 2009, unless extended by mutual agreement of City and Consultant. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit "A" "SCOPE OF SERVICES" and made a part hereof. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a valid El Segundo Business License. Consultants shall begin its services under this Agreement on October 1, 2008. Consultant shall complete each of the services set forth in Exhibit A to the City’s satisfaction. If the City is not satisfied with any such services, the Consultant shall work on such matter until the City approves of the service. Further, Consultant shall complete the services set forth in Exhibit A strictly according to the schedule provided therein.

Additionally, Consultant shall provide the services specified in Exhibit A in compliance with the following conditions: All work performed by Consultant shall be directed through the City Manager or designee; all work requested of Consultant by the City shall be directed by the City Manager or designee; consultant shall submit periodic reports of work product and progress on stated goals outlined in Exhibit A to the City Manager not less frequently than once each month.

2. **STATUS OF CONSULTANT.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or
created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. **CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section. Without limiting the foregoing, Consultant shall not expend any funds in violation of: California Constitution, Article 16, Section 6; Government Code, Section 81000 et. seq. ("Political Reform Act"); or any other federal or state law governing the expenditure of public funds. Consultant shall be solely responsible for submittal of all documents, forms and other information that may be required by all applicable agencies as a result Contractor's performing the services specified in this Agreement.

4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation to the Consultant shall be paid as a fixed monthly retainer not to exceed eight thousand ($8,000) dollars per month. Payments shall be made in approximately thirty (30) days after receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant in 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **EXPENSES.** It is understood that consultant may incur expenses during the performance of work specified in "Exhibit A" that are not included in the retainer paid to Consultant by City (e.g., printing costs for materials distributed by Consultant, postage for public meeting announcements, meeting room fees, and other related expenses). Upon approval of City Manager, Consultant may submit such expenses to City for reimbursement. All requests for reimbursement must be accompanied by valid original invoice or receipt from vendor providing service on behalf of Consultant. No expense shall be reimbursed by City in the event Consultant has not obtained prior approval from City Manager. In no event shall such requests for reimbursement exceed one-thousand dollars ($1,000.00) per month.
7. **ADDITIONAL SERVICES OF CONSULTANT.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit “A”, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

8. **ASSIGNMENT.** All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

9. **FACILITIES AND RECORDS.** City agrees to provide: suitably equipped and furnished office space, public counter, telephone, and use of copying equipment and necessary office supplies for Consultant's on-site staff, if any. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

10. **TERMINATION OF AGREEMENT.** This Agreement shall expire on September 30, 2008. The City upon 30 days written notice written notice may terminate with or without cause this Agreement. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

11. **COOPERATION BY CITY.** All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the
Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

12. **OWNERSHIP OF DOCUMENTS.** Upon satisfactory completion or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the *California Public Records Act*, Government Code, 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such
response does not imply or mean the right by City to control, direct, or rewrite said response.

(B) Consultant covenants that neither they nor any officer or principal of their firm has any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Specifically, in this connection, Consultant shall not provide any services to any other person, organization, public entity, or business that relates to airports in the Southern California region without the express written consent of the City. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subcontractor with the express written consent of the City.

14. **DEFAULT.** In the event that Consultant is in default of any provision of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

15. **INDEMNIFICATION.** Consultant agrees to the following:

A. **Indemnification by Consultant.** Consultant will save harmless and indemnify, including, without limitation, City’s defense costs (including reasonable attorney’s fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Consultant or any of Consultant’s officers, agents, employees, or representatives, in the performance of this Agreement.

B. **Indemnification by City.** City will save harmless and indemnify, including, without limitation Consultant’s defense costs (including reasonable attorney’s fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by City or any of City’s officers, agents employees, or representatives, in the performance of this Agreement.

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

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

E. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

F. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City.

CONSULTANT HAS READ THIS SECTION 14 IN ITS ENTIRETY AND KNOWINGLY AND WILLINGLY ACCEPTS THE OBLIGATIONS CONTAINED HEREIN.

16. INSURANCE.
A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(i) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(ii) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(iii) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under
this Agreement. (Not needed if Self-employed with no employees.)

(iv) Errors and omissions liability insurance appropriate to the Consultant’s profession.

(b) **Minimum Limits of Insurance.** Consultant shall maintain limits of insurance no less than:

(i) **General Liability:** $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** Including owned, non-owned and hired vehicles for bodily injury and property damage with (See cover letter (page 1) for actual dollar level Requirements):

☐ At least $1,000,000 per occurrence.
☐ $100,000 - $300,000 per occurrence.
☐ As required by State Statutes. A copy of your current policy must be submitted naming yourself and/or your company.

(iii) **Workers' Compensation and Employer's Liability:** Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(iv) **Errors and Omissions or Malpractice or Professional Liability:** At least $1,000,000 per occurrence.

B. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

(a) **All Policies.** Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.
(b) General Liability and Automobile Liability Coverages.

(i) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(ii) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(c) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

B. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
(a) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
(b) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
(c) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

18. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Los Angeles County Superior Court.

19. **ASSIGNMENT OR SUBSTITUTION.** City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

20. **MODIFICATION OF AGREEMENT.** The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

22. **NOTICES.** Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City:
Jeff Stewart
City of El Segundo
350 Main Street
El Segundo, California 90245-3895
Telephone (310) 524-2301
Facsimile (310) 322-7137

Consultant:
Coby King
The MWW Group
660 South Figueroa Street, Suite 1400
Los Angeles, CA 90017
Telephone (213) 486-6560
Facsimile (213) 486-6501

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

23. **SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Company Name: The MWW Group

By __________________________

Title __________________________

CITY OF EL SEGUNDO

______________________________
Mayor

ATTEST: __________________________

Cindy Mortesen
City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley
City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: December 16, 2008
AGENDA DESCRIPTION:
Consideration and possible action to review the Traffic Committee decision regarding the removal of stop signs on Hillcrest Street at Walnut Avenue. (Fiscal Impact: $1,000)

RECOMMENDED COUNCIL ACTION:
Recommendation - (1) Review the Traffic Committee decision of December 4, 2008 regarding the removal of stop signs at the intersection of Hillcrest Street and Walnut Avenue; (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Traffic Analysis
2. Map describing Request

FISCAL IMPACT: Included in Adopted Budget

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ORIGINATED BY: Council Member Carl Jacobson
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUNd AND DISCUSSION:

On December 2, 2008, City Council met on a similar item for the Sycamore Avenue and Hillcrest Street intersection. During that discussion, staff was directed to refer the Walnut/Hillcrest intersection to the Traffic Committee for review.

According to Section 2B-5 of the MUTCD, "Periodic reviews of existing installations may be desirable to determine whether, because of changed conditions, the use of less restrictive control or no control could accommodate traffic demands safely and more efficiently." In addition, "Stop signs should be installed in a manner that minimizes the numbers of vehicles having to stop." At westbound Walnut Avenue, a prudent driver would stop at that stop sign and look both ways prior to proceeding into the intersection. The volume of drivers that do proceed through that intersection via Walnut Avenue is low. By removing the north and south bound stop signs, we would be minimizing the numbers of vehicles having to stop on Hillcrest Street.
CITY OF EI SEGUNDO
TRAFFIC COMMITTEE

Date: December 4, 2008

Subject: Intersection of Hillcrest Street and Walnut Avenue
Consideration of Stop Sign Removal

Prepared by: Dan Garcia, Assistant City Engineer
with consideration from the Traffic Committee

Physical Characteristics:

The intersection of Hillcrest Street and Walnut Avenue is a three way intersection with stop signs controlling the north and south bound directions. Both Hillcrest Street and Walnut Avenue are considered residential streets. The curb to curb distance is 36 feet for the north and south streets emanating from this intersection except for Walnut Avenue to the east of the intersection which is 30 feet. Both streets are equipped with concrete curbs and sidewalks.

Accident History:

There has been no reported accidents at this intersection in the last six years.

Recommended Solution:

Guidelines for the installation of stop signs are provided in the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration. The MUTCD guidelines for stop signs include specific warrants for multi-way stops signs be based on vehicle and pedestrian volumes, speed of traffic, visibility at the intersection, type of area, collision history, distance from other traffic control devices and proximity to a school. The numerical warrants are not met at this intersection.

The MUTCD provides that stop signs are applicable at intersections where there is a need to control vehicle/pedestrian conflicts. Accordingly, removal of stop signs for northbound and southbound directions at the intersection to allow free traffic flow could be considered as a solution here because it is a “T” intersection and new stop signs are being placed just south at Sycamore Avenue and Hillcrest Street.

According to Section 2B-5 of the MUTCD, “Periodic reviews of existing installations may be desirable to determine whether, because of changed conditions, the use of less restrictive control or no control could accommodate traffic demands safely and more efficiently.” In addition, “Stop signs should be installed in a manner that minimizes the numbers of vehicles having to stop.” At westbound Walnut Avenue, a prudent driver would stop at that stop sign and look both ways prior to proceeding into the intersection. The volume of drivers that do proceed through
that intersection via Walnut Avenue is low. By removing the north and south bound stop signs, we would be minimizing the numbers of vehicles having to stop on Hillcrest Street.
REQUEST TO REMOVE EXISTING STOP SIGN

EXISTING STOP SIGN TO REMAIN

WALNUT AVE.

REQUEST TO REMOVE EXISTING STOP SIGN

HILLCREST ST.
AGENDA DESCRIPTION:
Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

RECOMMENDED COUNCIL ACTION:
Approve request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows; or, alternatively, discuss and take other action related to this item:
1. Approval of a Conditional Use Permit and waiver of regulations in ESMC Section 15-23-4;
2. The use of air rights and waiver of the Santa Monica Radial 160 R procedure (FAA should be contacted);
3. Grant a free business license for a non-profit organization (ESMC 4-1-7);
4. Waiver of ESMC 8-4-11B (Driveway Permits Required) and ESMC 8-5-11 (Parking on Grades).
5. Waiver of the Noise Ordinance to permit the sound of bells (ESMC 7-2-3); and
6. Waiver of the Trespass Ordinance (ESMC 7-6-3) including 6-5-11 dealing with trespassing animals;
7. Waiver of the ordinance on Animal Regulations (ESMC 6-2-1)

Additionally, Mr. S. Claus has been directed to the Coastal Commission for clearance over the ocean; D.M.V. for a valid vehicle registration; Department of Health & Welfare to ensure his elves are receiving minimum wage; and the Air Quality Management District to ensure a safe and clear sleigh ride.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

Additional Appropriation: N/A

Account Number(s):  

REVIEWED BY: Mayor Kelly McDowell

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Were Mr. S. Claus required to obtain all of the necessary permits, he would not be able to start his business until after June 1, 2009. Since Mr. Claus has shown good faith during previous business endeavors, and his business would be welcomed by the community as a whole, Council should waive the fees and permits required.