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, OCTOBER 20, 2009 – 5:00 P.M.

Next Resolution # 4623
Next Ordinance # 1435

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -0- matter

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -2- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

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

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

SPECIAL MATTERS: - 0- matter
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.

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 20, 2009 - 7:00 P.M.

Next Resolution # 4623
Next Ordinance # 1435

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION –

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson
PRESENTATIONS

a. Awarding of a certificate to the City as a Storm Ready City by the National Weather Service.

b. Proclamation announcing Saturday, October 31, 2009 from 4:00 to 7:00 p.m. as the Halloween Frolic on Main Street El Segundo.

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
1. Warrant Numbers 2574039 to 2574254 on Register No. 1 in the total amount of $1,424,332.37 and Wire Transfers from 09/25/09 through 10/08/09 in the total amount of $815,215.35.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Regular City Council Meeting Minutes of October 6, 2009.
Recommendation – Approval.

3. Consideration and possible action regarding approval of a standard professional services agreement with Martin & Chapman Co. for election support and services for the General Municipal Election, April 13, 2010. (Fiscal Impact: $36,000)
Recommendation – (1) Authorize the City Manager to execute a standard professional services agreement with Martin & Chapman Co. to provide election support and services; (2) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding adoption of resolutions calling for, requesting County services and adopting regulations for candidates statements for the General Municipal Election, April 13, 2010. (Fiscal Impact: None)
Recommendations – (1) Adopt Resolutions; (2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding the acceptance of the Human Resources Remodel Project at 350 Main Street – Project No. PW 08-13. (Fiscal Impact: $62,834.79)
Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (3) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding the award of a Standard Public Works Contract to Guerrero Backhoe Service, Inc. for the installation of a storm drain and infiltration structure on Maple Avenue near Nash Street – Project No. PW 09-12 (Fiscal Impact: $20,410.00)
Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Guerrero Backhoe Service, Inc. in the amount of $20,410.00; (2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Hardy and Harper, Inc., for the rehabilitation of Main Street from Mariposa Avenue to Imperial Highway. Project No. PW 09-11 (Fiscal Impact: $210,100.00)
Recommendation – (1) Authorize the City Manager to execute a standard Public Works Contract in a form as approved by the City Attorney with Hardy and Harper, Inc., in the amount of $191,000.00; (2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action regarding adoption of Plans and Specifications for the installation of new lighting poles and conduits at Joslyn Center (339 Sheldon Street).: Project No.: PW 09-14 (Fiscal Impact: $9,000)
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.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

9. Consideration and possible action regarding authorizing the City Manager to submit a letter on behalf of the City of El Segundo to the Los Angeles County Metropolitan Transit Authority/Metro to comment on the inadequacy of the Crenshaw Corridor Transit Project Draft Environmental Impact Statement (“EIS”)/Draft Environmental Impact Report (“EIR”). (Fiscal Impact: Letter –None; Transit Project Fiscal Impact -Unknown)
Recommendation – (1). Authorize the City Manager to submit a letter regarding the inadequacy of the Crenshaw Corridor Transit Project Draft EIS/Draft EIR; and/or; (2) Alternatively, discuss and take other possible action related to this item.
10. Consideration and possible action regarding the approval of two Professional Services Agreements with Rincon Consultants, Inc. and Kimley Horn Associates, respectively, to provide environmental review services and related traffic engineering services pursuant to the California Environmental Quality Act Guidelines (CEQA) for the El Segundo Aquatics Site Feasibility Study. (Fiscal Impact: up to $165,349 Special Revenue Fund - Aquatics Facility Fund)

Recommendation – (1) Approve a budget appropriation of up to $165,349 to provide environmental review services; (2) Authorize the City Manager to execute Professional Service Agreements for environmental review services and traffic engineering services approved as to form by the City Attorney in a combined total amount not to exceed $165,349; (3) Alternatively, discuss and take other possible action related to this item.

11. Consideration and possible action regarding a Resolution approving the form of and authorizing the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the seller’s Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith. (Fiscal Impact: $882,082)

Recommendation – (1) After Council discussion and questions, if the Council wishes to participate in the Proposition 1A Securitization Program, it should adopt the proposed Proposition 1A Sale Resolution and Purchase and Sale Agreement, which requires only a simple majority vote; (2) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

Mayor McDowell –

12. Consideration and possible action to take an opposition position on the Los Angeles County Metropolitan Transportation Authority’s draft proposal for assessment of a 3% local funding match upon cities through which a rail project will transit. (Fiscal Impact: Undetermined)

Recommendation – (1) Approve the taking of an opposition position to the Los Angeles County Metropolitan Transportation Authority’s proposal for assessment of a 3% local funding match upon cities through which a rail transit project will travel; (2) Authorize the Mayor to sign a letter indicating the City’s opposition to Metro’s proposed funding mechanism and approach; (3) Alternatively, discuss and take other action related to this item.

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MEMORIALS –

CLOSED SESSION

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

ADJOURNMENT

POSTED:

DATE: Oct. 14, 2009
TIME: 4:20 p.m.
NAME: [signature]
a. Awarding of a certificate to the City as a Storm Ready City by the National Weather Service.
Proclamation

WHEREAS, On Saturday, October 31st, on the 300 and 400 block of Main Street, The City of El Segundo Recreation and Parks Department presents El Segundo’s ghosties, scarecrows, and jack-o-lanterns, an annual traditional event that dates back more than 33 years – our annual Halloween Frolic; and

WHEREAS, Festivities begin at 4:00 p.m. and last through the dark-of-night till 7:00 p.m.; little monsters will scream with glee as they play ghoulish games and climb on inflatable rides; excited participants of all ages can enter the El Segundo Kiwanis sponsored fun filled costume contest; the creative creatures can bring their decorated and carved pumpkins for a ribbon winning critique by the El Segundo Women’s Club; fans of the mystical arts will learn their fate at the fortune telling booth; and everyone can munch on a multitude of magical morsels while enjoying live music by the Mark Dayton Borders Band which is guaranteed to lift their spirits; and

WHEREAS, El Segundo Fire Department will display their engines; El Segundo Police Department will display their vehicles and both will have staff on hand to meet, greet, and provide information and giveaways to the little storm-troopers visiting their areas, as many other city departments are involved in the evening events.

WHEREAS, The annual Halloween Frolic provides residents of El Segundo the opportunity to experience wholesome, family fun, in a safe environment, while enjoying downtown Main Street.

NOW, THEREFORE, the Mayor and Members of the City Council of El Segundo, California hereby proclaim Saturday, October 31, 2009, from 4:00 p.m. to 7:00 p.m., as the Halloween Frolic on Main Street El Segundo and invite parents, children, and the entire community to participate in this traditional annual event.

[Signature]
Mayor Kelly McDowell

[Signature]
Council Member Carl Jackson

[Signature]
Council Member Don Braun

[Signature]
Council Member Bill Fisher

[Signature]
Council Member Carol Kush
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 09/25/09 THROUGH 10/08/09

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**TOTAL PAYMENTS BY WIRE:** 815,215.35

**DATE OF RATIFICATION: 10/20/09**

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer**

Mary M. Kobra 10/12/09

**Director of Finance**

Deborah Binge 10/13/09

**City Manager**

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, OCTOBER 6, 2009 – 6:00 P.M.

6:00 P.M. SESSION

CALL TO ORDER – Mayor Pro Tem Busch at 6:00 p.m.

ROLL CALL

Mayor McDowell - Present - arrived at 6:02 p.m.
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:

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

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(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- matters

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0 matters
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, OCTOBER 6, 2009 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Pastor Roger Kinsey, Pacific Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher

PRESENTATIONS

a. Council Member Jacobson presented a Proclamation announcing October 4th through 10th as “Fire Prevention Week.”

b. Council Member Brann presented a Proclamation announcing October 17, 2009 as “National Tree Hugger Day.”

c. Presentation of Certificates of Commendation for the efforts and teamwork which saved the life of a swim participant at the Urho Saari Swim Stadium on August 27, 2009.

d. Mayor McDowell presented a Proclamation announcing the month of October 2009 as “Family History Month.”

e. Presentation by the El Segundo Library introducing the “One City, One Book” event during October and November.

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.
Floyd Carr, Resident; spoke regarding the YMCA and the Mayor’s Good Friday Breakfast and the donation by the Hacienda Hotel. He presented Council with a check, in the amount of $2227.50, for years 2008 and 2009, designated for operations at the Teen Center.

Brandon Wong, Youth Manager at Tree Musketeers, announced the first series of residential street tree plantings.

Gail Church, Resident; spoke regarding water conservation.

Scott Gobble, Southern California Edison, introduced himself to the Council as El Segundo’s representative.

Joe Hardy, Resident and Manager of Hacienda Hotel, spoke regarding the Transient Occupancy Tax, and his opposition.

Toni Reina, Continental Development Corporation, spoke regarding the filming ordinance and their support of unlimited filming outside of residential areas, and also extending the hours beyond the 10:00 p.m. limit for properties outside the residential limit area of 275 feet. Also spoke regarding their support of the water conservation ordinance.

Char Franklin, Embassy Suites General Manager, spoke against the proposed increase of the Transient Occupancy Tax.

Director of Sales at the Embassy Suites, also spoke against the proposed increase of the Transient Occupancy Tax.

Kari Franklin, DoubleTree El Segundo, spoke against the proposed increase of the Transient Occupancy Tax.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to conduct a Public Hearing on the operating and capital outlay requests up to $75,000 in the existing Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Services Fund (SLESF) account by the Chief of Police. The grant requires that expenditures will be utilized to supplement “front line law enforcement” (includes hiring officers,
funding special enforcement details, and purchasing equipment).  (Fiscal Impact: $75,000 from COPS grant fund)

Mayor McDowell stated this is the time and place hereto fixed a Public Hearing on the operating and capital outlay requests up to $75,000 in the existing Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Services Fund (SLESF) account by the Chief of Police. The grant requires that expenditures will be utilized to supplement “front line law enforcement” (includes hiring officers, funding special enforcement details, and purchasing equipment). Clerk Mortesen stated that proper notice was completed and no written communication had been received by City Clerk’s Office.

Mitch Traver, Police Captain, gave a presentation.

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to close the Public Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to adopt Resolution No. 4622 providing for the implementation of the Citizens Option for Public Safety (COPS) Program. MOTION PASSED BY UNANIMOUS VOTE. 5/0

C. UNFINISHED BUSINESS

2. Consideration and possible action regarding directing staff to draft another proposed change to the City’s film Ordinance (El Segundo Municipal Code Section 4-11) to include allowing potentially unlimited filming days in commercial and industrial areas that are not within 275 feet of residential properties. (Fiscal Impact: None)

Mayor ProTem Busch not participating due to a possible conflict of interest regarding his employer.

MOTION by Council Member Fisher, SECONDED by Council Member Jacobson to direct staff to draft a proposed change to the ESMC filming Ordinance to include allowing 80 filming days in commercial and industrial areas east of Sepulveda Blvd. and south of El Segundo Blvd. that are not within 275 feet of residential properties. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0 MAYOR PROTEM BUSCH NOT PARTICIPATING.

MOTION by Council Member Fisher, SECONDED by Council Member Brann to direct staff to draft a proposed change to the ESMC filming Ordinance to include no time limits in commercial and industrial areas east of Sepulveda Blvd. and south of El Segundo Blvd. that are not within 275 feet of residential properties. MOTION FAILED BY THE FOLLOWING VOICE VOTE. AYES: FISHER, BRANN; NOES: JACOBSON, MCDOWELL. 2/2 MAYOR PRO TEM BUSCH NOT PARTICIPATING.

Mayor Pro Tem Busch returned to the dais.
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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

3. Approved Warrant Numbers 2573723 to 2574038 on Register No. 24 in the total amount of $6,869,291.89 and Wire Transfers from 09/04/09 through 09/24/09 in the total amount of $2,635,721.23. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approved Regular City Council Meeting Minutes of September 15, 2009 and Special City Council Meeting Minutes of September 17, 2009.

5. Waived the first reading and introduced Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods. (Fiscal Impact: None).

6. Accepted $158,486 in grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2008 Urban Areas Security Initiative (UASI) to pursue training and breathing equipment. (Fiscal Impact: $158,486) Authorized the City Manager to sign Agreement No. 4001 with the City of Los Angeles who will serve as grant administrator.

7. Approved the request from the El Segundo High School Alumni Association to allow a banner from the El Segundo High School Alumni Association to be hung over Main Street at no cost. (Fiscal Impact: $178)

8. Received and filed report without objecting to the modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 – On-Sale Beer and Wine) at an existing restaurant located at 223 Richmond Street (Second City Bistro), EA No. 828 for AUP No. 09-01. In addition, approved issuing an encroachment permit for 223 Richmond Street in accordance with El Segundo Municipal Code § 9-2-6. Applicant: Scott Reed c/o Second City Bistro (Fiscal Impact: N/A)

9. Approved Professional Service Agreement No. 4002 with RRM Design Group for Architectural and Engineering Service to develop conceptual and final design plans for construction of a new Beach Lifeguard Station at the El Segundo Beach (south end of the beach parking lot, at the end of Grand Avenue on Vista Del Mar) with storage, and public restrooms including a shower and drinking fountain. (Fiscal Impact: $294,554.00) Authorized the City Manager to execute the agreement in a form as approved by the City Attorney.
10. Adopted Plans and Specifications and authorized staff to advertise for bid the Seismic Strengthening of the 3.1 Million Gallon Water Reservoir at 400 Lomita Street – Project No. PW 09-13. (Fiscal Impact: $1,500,000.00)

11. PULLED FOR DISCUSSION BY MAYOR PRO TEM BUSCH

12. PULLED BY MAYOR MCDOWELL – TO BE AGENDIZED FOR A FUTURE MEETING

13. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

14. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

15. 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 27 homes related to the City's Residential Sound Insulation Program's Group 29 (Project No. RSI 08-17) (Final Contract Amount: $502,655.89) Authorized the City Manager, or designee, to close out Project No. RSI 08-17.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Busch to approve Consent Agenda items 3, 4, 6, 7, 8, 9, 10, and 15. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

5. Consideration and possible action to waive first reading and introduce Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods. (Fiscal Impact: None).

MOTION by Council Member Jacobson, SECONDED by Council Member Brann to waive the first reading and introduce Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods. (Fiscal Impact: None). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

11. Consideration and possible action regarding the acceptance of the Douglas Street Gap Closure Project PW 05-06. (Fiscal Impact: None) Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to accept the work as complete on the Douglas Street Gap Closure Project PW 05-06. (Fiscal Impact: None) Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
13. Consideration and possible action to extend the City's agreement with MWW Group through September 30, 2010, for consultant and advocacy services related to the City's interests and efforts concerning Los Angeles International Airport. (Fiscal Impact: $87,000)

14. Consideration and possible action to amend the City's Agreement with Shute, Mihaly & Weinberger, for legal services to the City of El Segundo in connection with Los Angeles International Airport. (Fiscal Impact: $125,000)

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to extend the City's agreement with MWW Group through September 30, 2010, for consultant and advocacy services related to the City's interests and efforts concerning Los Angeles International Airport. (Fiscal Impact: $87,000) Authorize the Mayor to execute the agreement with the MWW Group; Amend the City's agreement with Shute, Mihaly & Weinberger, for legal services to the City of El Segundo in connection with Los Angeles International Airport. (Fiscal Impact: $125,000) Authorize the Mayor to execute an amendment to Contract No. 3649 with Shute, Mihaly & Weinberger, in a form approved by the City Attorney. City Manager asked to find funding in the General Fund, rather than funding from the reserves. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

16. Consideration of whether to deny a proposal to allow: 1) the construction of a six-story, 71,005 square-foot, 152-guest suite hotel in-lieu of a six-story, 61,104 square-foot, 167-room hotel involving a change in brand from an Aloft Hotel to a Cambria Suites Hotel; and 2) a Specific Plan to allow a maximum floor area ratio (FAR) of 0.92 at 101 Continental Boulevard. Applicant: JF El Segundo Owner, LLC (Fiscal Impact: N/A)

Greg Carpenter, Director of Planning & Building Safety gave a brief presentation.

Council consensus to approve the request of JF El Segundo Owner, LLC to allow for the construction of a 71,005 square-foot, 152-guest suite hotel with a 0.92 FAR. The applicant may submit an application, including, without limitation, environmental documentation to comply with the requirements of the California Environmental Quality Act ("CEQA"), a Conditional Use Permit, and a Specific Plan.

G. REPORTS – CITY MANAGER - None

H. REPORTS – CITY ATTORNEY - None

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER - None
K. REPORTS - CITY COUNCIL MEMBERS

Council Member Brann – Spoke on his open office hours, and the residents’ response. Announced he will not be present on October 20, 2009 Council Meeting.

Council Member Fisher – Congratulated his son’s Flag Football team for a 5/0 winning record.

Council Member Jacobson –

17. Consideration and possible action regarding introduction and first reading of an Ordinance amending El Segundo Municipal Code § 1-4-4 to allow City Council meetings scheduled for the same date as any regular or special election as defined by Election Code § 318 to be held on election day. (Fiscal Impact: None)

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1434

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
SECTION 1-4-4 RELATING TO CITY COUNCIL MEETINGS.

Council Member Jacobson introduced the ordinance and requested the second reading be scheduled for November 3, 2009.

Mayor Pro Tem Busch –

18. Consideration and possible action to direct staff to prepare necessary documents to return the Transient Occupancy Tax to the pre-1996 rate of 10% on the April 2010 ballot. (Fiscal Impact: Approximately $1,053,000)

Council requested that staff not pursue this item at this time.

Spoke regarding the Richmond Street Fair.

Mayor McDowell – Spoke regarding the County of Los Angeles, Civil Grand Jury’s request for volunteers. Also announced free Clinic for H1N1 Flu shots on November 14, 2009 to be held at the Joslyn Center.

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. - NONE
MEMORIALS – Gail Stevenson, Resident.

CLOSED SESSION - NONE

ADJOURNMENT AT 8:45 P.M.

Cindy Mortesen, City Clerk
CONSIDERATION and possible action regarding approval of a standard professional services agreement with Martin & Chapman Co. for election support and services for the General Municipal Election, April 13, 2010. (Fiscal Impact: $36,000)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a standard professional services agreement with Martin & Chapman Co. to provide election support and services;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Scope of Services

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $36,000
Additional Appropriation: No
Account Number(s): 001-400-1302-6206

ORIGINATED BY: Cathy Domann
REVIEWED BY: Cindy Mortenson
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

For over three decades Martin & Chapman Co. has provided excellent election support to El Segundo. They are well known and trusted for their invaluable election services, supplies and guidance and are utilized by over 200 cities, counties and districts in California and Nevada.

The scope of service includes, but is not limited to, pre-election materials, official ballots, ballot counting equipment, vote by mail ballot tracking system, mailing services, foreign language assistance and translations, legislation updates, professional opinions and election night support. Their Anaheim location allows for timely delivery of supplies, election materials and on-site support.

It is requested that the City again enter into a professional services agreement with Martin & Chapman Co. Their many years of experience with El Segundo, individualized assistance, and excellent customer service will help ensure a smooth election process.
EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall render the following services in connection with the City of El Segundo's General Municipal Election to be held on Tuesday, April 13, 2010:

a. The Contractor shall furnish to the City the election services and supplies which shall include, but not be restricted to the following:

- Pre-election, nomination, mail ballot, and precinct supplies
- Reports – voter registration and polling places
- Vote by mail tracking system
- Vote by mail supplies
- Voter information pamphlets
- Ballots, including test/duplicate ballots and privacy sleeves
- Ballot counting/election night supplies
- Instruction and procedures manuals
- Forms and notices
- Mailing services
- Delivery services

b. Contractor shall be "on call" by telephone. This means that Contractor shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any election task or problems which may arise.

c. Contractor shall furnish additional working forms, outlines, check lists and schedules which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Contractor's "Election Handbook", "Order Form for Cities Conducting Own Election", and "City Information Fact Sheet Regarding Your Upcoming Election".

d. Contractor shall prepare and mail the Voter Information Pamphlets to all eligible voters in the city no later than 21 days prior to the election.

e. Contractor shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and state election laws.

f. Contractor shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the election.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

1. Compensation for supplies provided and services rendered pursuant to the terms of this contract shall not exceed $36,000.

2. Payment will be made in two installments by the City, upon the completion of the delivery of the supplies and the furnishing of the required services for the election and subsequent to the City's receipt of an invoice from Contractor.
   a. The first installment shall compensate Contractor for the candidate statement portion of the sample ballot pamphlet.
   B. The second installment shall compensate Contractor for all other services rendered by Contractor upon completion of the election.

3. In the event that more or less supplies are actually furnished than is shown in this Agreement, the varied amount of such supplies will be billed accordingly. Estimated pamphlet prices are based on the number of registered voters and the election materials will be provided to voters in English, and the City therefore understands that the number of pages may increase or decrease accordingly.
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of resolutions calling for, requesting County services and adopting regulations for candidates statements for the General Municipal Election, April 13, 2010. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
(1) Adopt Resolutions;
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Draft Resolutions

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $  
Additional Appropriation: No  
Account Number(s): 001-400-1302-various

ORIGINATED BY: Cathy Domann  
REVIEWED BY: Cindy Mortensen  
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The General Municipal Election for two (2) Council Members is to be held April 13, 2010. To proceed with the regulations set forth by the Government Code, the proposed resolutions should be adopted before the opening of nominations beginning December 21, 2009 and ending January 19, 2010 (extended date January 20, 2010 if an incumbent does not file).
RESOLUTION NO.

A RESOLUTION CALLING A GENERAL MUNICIPAL ELECTION ON APRIL 13, 2010 PURSUANT TO ELECTIONS CODE § 1301.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 1301, the City Council calls for a general municipal election to be held in the City of El Segundo on Tuesday, April 13, 2010, for the purpose of electing two members of the City Council to four year terms. The exact form of the question to be voted on at the election as it should appear on the ballot is as follows:

"FOR MEMBER OF THE CITY COUNCIL – Vote for two"

SECTION 2: The polls will open at 7 a.m. on election day and remain open until 8 p.m.

SECTION 3: The City Council Chamber, 350 Main Street, El Segundo, California, is designated the Central Counting Place where all ballots of the election will be tallied.

SECTION 4: The City Clerk is authorized to canvass the returns of the Municipal Election. Only one form of ballot will be used.

SECTION 5: The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6: The City Clerk is directed to certify and adopted of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.

SECTION 7: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of October, 2009.

______________________________
Kelly McDowell, Mayor
ATTEST:

Cindy Mortesen, City Clerk

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

By:

Karl H. Berger,
Assistant City Attorney
RESOLUTION NO. ______

A RESOLUTION REQUESTING THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS PROVIDE ELECTION SERVICES TO THE CITY FOR THE APRIL 13, 2010 ELECTION.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 10002, the City Council requests that the Los Angeles County Board of Supervisors assist the City with its local election scheduled for April 13, 2010.

SECTION 2: The services requested by the City include the following:

A. Computer records of the names and addresses of all eligible registered voters in the City;

B. Provide additional election equipment and assistance to the City in accordance with California law.

SECTION 3: The City will reimburse Los Angeles County for services performed pursuant to this request and upon the City’s receipt of a County invoice.

SECTION 4: The City Clerk is directed to forward a certified copy of this Resolution to the Los Angeles Board of Supervisors and the Los Angeles County Clerk’s office.

SECTION 5: The City Clerk is directed to certify and adopted of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.

SECTION 6: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of October, 2009.

Kelly McDowell, Mayor
ATTEST:

Cindy Mortesen, City Clerk

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

By:
Karl H. Berger, Assistant City Attorney
RESOLUTION NO.

A RESOLUTION ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON APRIL 13, 2010.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 13307, candidates seeking election to office on April 13, 2010 may prepare a candidate's statement on forms provided by the City Clerk.

SECTION 2: Statements filed in accordance with this Resolution may include the following:

A. The candidate's name, age, and occupation; and

B. A statement consisting not more than two hundred (200) words outlining the candidate's education and qualifications for office.

SECTION 3: The candidate's statement must conform with the following:

A. It may not identify the candidate's membership in any political party or activity in partisan political organization;

B. It must be uniform in type and size and must be presented with block paragraphs;

C. It may not include bolding, underlining, italics, asterisks, or other, similar, type of formatting;

D. It must be typewritten using at least a 12 point font;

E. It must be filed in the City Clerk's office with a candidate's nomination papers;

F. Although it may be withdrawn during the time for filing nomination papers and until 5:00 p.m. the next working day after the close of the nomination period, the statement may not be changed.

SECTION 4: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

A. Translate all candidate statements into Spanish;
B. Make translated copies of candidate statements publicly available;

SECTION 5: Candidates filing a statement must pay to the City the following:

A. A fee equal to a candidate's pro rata share of the total actual cost for printing, handling, translating, and mailing candidate statements.

B. At the time of filing a statement, the candidate will deposit $870 ($520 if you do not want your statement printed in Spanish in the voter's pamphlet) with the City Clerk which represents the following estimated costs:

1. The cost of printing the statement in the voter’s pamphlet in English: $350;

2. The cost of translating the statement into Spanish: $170; and

3. The cost of printing the statement in the voter’s pamphlet in Spanish: $350.

C. Should a candidate's actual pro rated cost exceed the amount on deposit with the City Clerk, the candidate will, within thirty (30) days of receiving an invoice, pay the City Clerk any difference between the deposit amount and the actual cost.

D. Should a candidate's actual pro rated cost be less than the amount deposited with the City Clerk, then the City Clerk will refund any overpayment to a candidate within thirty (30) days after the election.

SECTION 6: Candidates may not include any additional materials in the sample ballot package.

SECTION 7: The City Clerk is directed to provide a copy of this Resolution to each candidate, or a candidate's representative, at the time nominating petitions are issued.

SECTION 8: The City Clerk is directed to certify and adopted of this Resolution; record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 9: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.
PASSED AND ADOPTED this 20th day of October, 2009.

Kelly McDowell, Mayor

ATTEST:

Cindy Mortesen, City Clerk

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

By: Karl H. Berger,
Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding the acceptance of the Human Resources Remodel Project at 350 Main Street – Project No. PW 08-13. (Fiscal Impact: $62,834.79)

RECOMMENDED COUNCIL ACTION:
Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; and (3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Notice of Completion

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $630,000.00
Additional Appropriation: No
Account Number(s): 301-400-8201-8475

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

BACKGROUND AND DISCUSSION:
On January 20, 2009 City Council awarded HP Builders, Inc. a contract for $36,320.00 to remodel the Human Resources Department Office. A change order was approved by City Council on April 21, 2009 to add $26,514.79. The total cost of the project is $62,834.79.

On September 29, 2009, staff inspected the completed project and recommends accepting the project as complete. A notice of completion will be filed with the Los Angeles County Recorder’s Office if the City Council concurs.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Human Resources Department Remodel
Project No.: PW 08-13

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: City of El Segundo

3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245

4. The nature of the interest of the owner is: Municipal Building Remodel

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer’s staff on September 29, 2009. The work done was: Human Resources Department Remodel.

6. On October 20, 2009, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such work of improvement was: HP Builders, Inc.

8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Municipal Facility.

9. The street address of said property is: 350 Main Street

Dated: ____________________________

Dana Greenwood
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _________________, 2009 at El Segundo, California.

Dana Greenwood
Public Works Director

Notice of Completion PW 08-13
AGENDA DESCRIPTION:
Consideration and possible action regarding the award of a Standard Public Works Contract to Guerrero Backhoe Service, Inc. for the installation of a storm drain and infiltration structure on Maple Avenue near Nash Street – Project No. PW 09-12 (Fiscal Impact: $20,410.00)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Guerrero Backhoe Service, Inc. in the amount of $20,410.00; (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $40,000.00
Additional Appropriation: N/A
Account Number(s): 301-400-8203-8959

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

BACKGROUND AND DISCUSSION:
On August 18, 2009, City Council approved the plans and specifications and authorized staff to solicit bids for the installation of a storm drain and infiltration structure on Maple Avenue near Nash Street. On September 29, 2009, seven bids were received. The bids varied from $20,410.00 to $56,273.00. Guerrero Backhoe Service, Inc. was the lowest responsible bidder at $20,410.00. This amount is within the project budget. Guerrero Backhoe Service, Inc. is a well qualified contractor with verified experience with similar projects.

This project was initially funded in CIPAC 08/09 for $40,000.00. The project will address the long standing ponding problem near 1815 Maple Avenue. When more funding becomes available, a more comprehensive improvement can be recommended that includes reconstruction of the pavement, curb, gutter, and potentially a second percolation well to provide additional capacity.
AGENDA DESCRIPTION:

Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Hardy and Harper, Inc., for the rehabilitation of Main Street from Mariposa Avenue to Imperial Highway. Project No. PW 09-11 (Fiscal Impact: $210,100.00)

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 Hardy and Harper, Inc., in the amount of $191,000.00.

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

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $210,100.00
Additional Appropriation: No
Account Number(s): 301-400-8203-8823

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

BACKGROUND AND DISCUSSION:

The Rehabilitation of Main Street was one of the two projects approved under the American Recovery and Reinvestment Act (ARRA) Funding Program. The proposed project would resurface Main Street from Mariposa Avenue to Imperial Highway. Federal funding programs require the City to follow standard procedures for each step of the project. Following the Caltrans "Local Assistance Procedure Manual", City staff prepared and submitted field review and preliminary environmental study documents to the Local Assistance Division of Caltrans. Subsequent to approval on obligation of funds from Caltrans, a resolution to approve the ARRA funding and adoption of plans and specifications was approved by the City Council on July 8, 2009.

The Main Street Rehabilitation Project was advertised for receipt of bids on August 27 and September 3 of 2009. On September 22, 2009, the City Clerk received and opened the following ten (10) bids:
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardy &amp; Harper, Inc.</td>
<td>$191,000.00</td>
</tr>
<tr>
<td>Ortiz Asphalt Paving, Inc.</td>
<td>$196,416.28</td>
</tr>
<tr>
<td>All American Asphalt</td>
<td>$197,964.10</td>
</tr>
<tr>
<td>Sequel Contractors, Inc.</td>
<td>$199,795.00</td>
</tr>
<tr>
<td>EBS, Inc.</td>
<td>$202,433.60</td>
</tr>
<tr>
<td>Palp, Inc.</td>
<td>$215,917.00</td>
</tr>
<tr>
<td>Sully Miller Contracting Co</td>
<td>$218,272.00</td>
</tr>
<tr>
<td>ONYX Paving Co, Inc.</td>
<td>$221,970.00</td>
</tr>
<tr>
<td>IPS, Inc.</td>
<td>$238,499.00</td>
</tr>
<tr>
<td>PaveWest</td>
<td>$252,690.00</td>
</tr>
</tbody>
</table>

The original amount approved for this project through the ARRA grant application was $147,000 from the City’s total allocation of $505,000. The balance was to be funded through the Federal Surface Transportation Program- Local (STP-L) fund. However, the bid received is approximately 41% less than engineer estimate. This is mostly due to the cost of asphalt which is much less than the previous year and a competitive bidding market. Engineering staff requested an adjustment on the funding for this project from Caltrans. This project could now be fully funded by ARRA funds and savings from the STP-L fund could be used for funding other projects on Federal Aid Urban (FAU) eligible streets.

Staff has contacted references of the lowest responsible bidder and has received favorable responses. Staff recommends awarding the contract to the lowest responsible bidder, Hardy and Harper, Inc., in the amount of $191,000.00. The total amount ($210,100.00) requested includes the contract amount of $191,000.00 and an additional 10% to cover construction related contingencies.
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of Plans and Specifications for the installation of new lighting poles and conduits at Joslyn Center (339 Sheldon Street). Project No.: PW 09-14 (Fiscal Impact: $9,000.)

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:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $9,000
Additional Appropriation: No
Account Number(s): 001-400-5102-6206

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

BACKGROUND AND DISCUSSION:

The Softball Filed retaining wall project included removal of three (3) standard walkway light poles. The design plans had directed the contractor to remove the existing concrete foundations and salvage the lighting poles and apparatuses for relocation by the City. Examination of the existing light poles showed significant rusting at the base. It was determined by the City staff that it would not be cost effective to salvage the existing light standards. The proposed project will install three (3) new walkway lights with energy efficient bulbs to replace the old ones.

Plans and specifications are prepared by staff. The funding is provided by recreation and park budget under contract services.
AGENDA DESCRIPTION:
Consideration and possible action regarding authorizing the City Manager to submit a letter on behalf of the City of El Segundo to the Los Angeles County Metropolitan Transit Authority/Metro to comment on the inadequacy of the Crenshaw Corridor Transit Project Draft Environmental Impact Statement ("EIS")/Draft Environmental Impact Report ("EIR"). (Fiscal Impact: Letter – None; Transit Project Fiscal Impact - Unknown)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to submit a letter regarding the inadequacy of the Crenshaw Corridor Transit Project Draft EIS/Draft EIR; and/or;
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. El Segundo prepared maps of potential maintenance facility site location and configuration.
2. Crenshaw Transit Corridor Study Area & Alignment Maps
3. Draft Comment Letter Regarding the Crenshaw Corridor Transit Project Draft EIS/EIR.

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

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:

The Los Angeles County Metropolitan Transit Authority (Metro) has prepared a Draft Environmental Impact Statement ("EIS")/Draft Environmental Impact Report ("EIR") for the Crenshaw Transit Corridor Project. The project is to provide a transit corridor (light rail or bus) that runs from the Expo/Crenshaw Station of the Exposition Phase 1 light rail line (with possible extensions north to connect to future subway extensions along the Wilshire Boulevard corridor) to the Aviation/LAX Station at the southeast corner of Aviation and Imperial that would connect to the Green Line. The draft environmental document has been prepared to identify and analyze several transit alternatives that include the use of bus or light rail. The draft environmental document also analyzes 2 potential sites for the maintenance facility that will be needed to
service the light rail line cars or the buses for the Crenshaw Transit Corridor Project. One of the sites identified in the Draft EIS/EIR is located in El Segundo (labeled as “Site D”).

The draft environmental document has been prepared as a joint EIS/EIR. The EIS is the environmental document required by the National Environmental Policy Act (“NEPA”) as the project is proposed to include federal funding. The EIR is the environmental document required by the California Environmental Quality Act (“CEQA”) for the proposed project to comply with California law. The deadline to submit comments regarding the Draft EIS/EIR concludes on Monday, October 26, 2009.

Planning staff have reviewed the Joint Draft EIS/EIR thoroughly and have numerous concerns about the adequacy of the EIS/EIR and specific issues relating to the proposed maintenance facility site in El Segundo (“Site D”) for both of the bus and light rail alternatives.

First, the EIS/EIR is so inconsistent and inaccurate in the project description, the maps and plans, the identification of the parcels potentially affected, and in the discussion and analysis that it is difficult to identify clearly where the site is located precisely. Therefore, it is difficult to determine what has been studied or should be studied. Staff has identified at least 5 different project descriptions throughout the environmental document and at least 3 different and conflicting drawings/aerial photographic exhibits depicting the site.

With assistance from El Segundo’s GIS staff, Planning staff has prepared 3 maps that potentially outline the boundaries of the proposed maintenance facility and affected parcels over the City’s aerial photographs as best as can be determined from the EIS/EIR (see attached Exhibit 1). The EIS/EIR identifies 13 parcels that would need to be acquired fully or partially for the maintenance facility to be constructed. We believe other parcels may also be impacted because of the discrepancies in the project description. The proposed maintenance facility site is generally located southwest of Douglas Street just north of Utah Avenue and may include all or part of the existing recreational vehicle storage facility property and portions of the Plaza El Segundo Phase II property. The proposed facility appears to include land that would be dedicated for the extension of Park Place to connect the western portion of Park Place located within the existing Plaza El Segundo development and the eastern portion of Park Place in Continental Park. Therefore, the proposed maintenance facility would significantly reduce the amount of developable land for the Plaza El Segundo project and potentially prohibit the ability to complete Phase II. Additionally, the proposed maintenance facility could eliminate the ability both to finance and to physically construct Park Place.

Planning staff has prepared a draft letter that addresses the issues discussed above along with numerous issues that pertain to the adequacy of the environmental document. Specifically, the letter addresses: 1) conflicts with many goals, policies and objectives of the El Segundo General Plan primarily pertaining to the Land Use, Circulation and Economic Development Elements and conflicts with Municipal Code relating to zoning districts and corresponding development standards; 2) inconsistency with the General Plan Land Use Designation of Commercial Center for a portion of the property proposed for the maintenance facility; 3) incompatibility with adjacent commercial and retail uses and commercial zoning of a portion of the property; 4) lack of rail connection to LAX; 5) limited access to the site for employees, buses, and emergency service vehicles; 6) impacts to El Segundo’s police and fire emergency services; 7) inadequate and incomplete traffic study and analysis (including no clear discussion of the number of
employees and visitors anticipated and inconsistent identification of the number of vehicles proposed to be serviced at the maintenance facility; 8) inadequate study of alternatives for a bus maintenance facility along with no analysis of a bus facility as a component of the proposed Aviation Station project site where the bus lines will end; 9) air quality impacts; 10) inadequate, incomplete and deferred study and analysis of hazardous materials and risk assessment (deferral of study for soil and groundwater contamination and the storage and use of hazardous chemicals and fuel, pipelines, oil and gas wells); 11) homeland security issues and analysis; 12) utility impacts and analysis; 13) aesthetics issues and analysis; 14) cultural resource issues, including historical, paleontological and archeological issues and analysis; 15) biology issues and analysis; and 16) environmental justice issues and protections provided by NEPA relating to the over-concentration of environmentally impacting installations and a disproportionate burden of the regions' polluting and environmentally damaging uses in or adjacent to the City of El Segundo (including, but not limited to, the Los Angeles Hyperion Waste Treatment Facility, the Los Angeles International Airport, the Scattergood Power Generation Station, the NRG El Segundo Power Generation Station, and the Chevron Refinery) that affect El Segundo residents and employees.

Planning staff also asserts that the EIS/EIR is non-compliant with several requirements in CEQA including the lack of accuracy and completeness of information, the lack of specificity and technical detail, the deferral of studying environmental impacts of several issue areas. Staff is of the opinion that the document will require significant changes and revision, and thus require recirculation prior to consideration of certification of the environmental document and selection of a preferred transit mode, transit alignment, and maintenance facility site by the MTA Board.

Recommendation

The Planning and Building Safety Department requests that the City Council authorize the City Manager to submit a letter on behalf of the City of El Segundo to the Los Angeles County Metropolitan Transit Authority/Metro regarding the inadequacy of the Crenshaw Corridor Transit Project Draft EIS/Draft EIR.
Figure 2-10. Bus Rapid Transit Alternative

Source: Parsons Brinckerhoff 2008
Figure 2-15. LRT Alignment Alternative and Stations

Source: Parsons Brinckerhoff 2008
EXHIBIT 3
WILL BE PROVIDED UNDER SEPARATE COVER
AGENDA DESCRIPTION:

Consideration and possible action regarding the approval of two Professional Services Agreements with Rincon Consultants, Inc. and Kimley Horn Associates, respectively, to provide environmental review services and related traffic engineering services pursuant to the California Environmental Quality Act Guidelines (CEQA) for the El Segundo Aquatics Site Feasibility Study. (Fiscal Impact: up to $165,349 Special Revenue Fund - Aquatics Facility Fund)

RECOMMENDED COUNCIL ACTION:

1. Approve a budget appropriation of up to $165,349 to provide environmental review services;
2. Authorize the City Manager to execute Professional Service Agreements for environmental review services and traffic engineering services approved as to form by the City Attorney in a combined total amount not to exceed $165,349; and/or;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Revised Rincon Consultants, Inc. Cost Proposal

2. Revised Rincon Consultants, Inc. Proposal for Preparation of the Environmental Review Document for the Aquatics Site Feasibility Study

FISCAL IMPACT: $165,349

| Amount Budgeted: N/A |
| Additional Appropriation: $165,349 |
| Account Number(s): 702-400-5202-8476 (Special Revenue Fund - Aquatics Facility Fund) |

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:

The City Council directed Planning and Building Safety staff to obtain planning consulting services for the preparation of the necessary environmental review pursuant to the California Environmental Quality Act (CEQA) for the Aquatics Site Feasibility Study. The environmental review must be completed before the City Council can make a decision on the site selection for the Aquatics Facility project.
On May 14, 2009, the Planning and Building Safety Department distributed a Request for Proposal for a qualified environmental consultant. This environmental review will include up to three sites west of Sepulveda within the City of El Segundo, and could potentially include the modification of the City’s existing aquatics facility. The three sites include: Hilltop Park at 301 Maryland Street (City owned property), the Imperial School Site at 530 East Imperial Avenue (property owned by the El Segundo Unified School District), and the Urho Saari Swim Stadium at 219 West Mariposa Street (City owned property) which also includes some of the adjacent Richmond Street School site owned by the El Segundo Unified School District.

The City received proposals from three qualified planning and environmental consulting firms. The Planning and Building Safety Department staff interviewed the three firms, namely, Rincon Consultants, Inc., PBS&J, and Chris Joseph & Associates. One firm was eliminated from consideration. The Planning and Building Safety (PBS) Department then requested that the two remaining firms re-evaluate their cost proposals to examine ways to lower overall costs to the City. Both firms re-evaluated their proposals and associated costs and proposed reduced cost proposals for the environmental review. Planning and Building Safety staff recommends selecting Rincon Consultants, Inc. in conjunction with Kimley Horn Associates (traffic consultants). Rincon Consultants’ proposal included lower or roughly equivalent costs in comparison with the other consultant’s submittals for the four environmental document scenarios that the City requested.

The consultant was asked to provide a range of prices depending upon the number of sites and alternatives to be analyzed. Planning Staff recommends an EIR that studies all three sites with two design scenarios each for a cost of $165,349 because it would maintain the option for Council to select any of the three sites and any of the design scenarios without any further environmental review required. However, should the City Council decide to eliminate one of the three sites from the environmental review process, the contract cost would be approximately $23,000 less than the maximum amount requested for an EIR and the cost would be reduced by approximately $65,000 if only one site were studied. Due to the uncertainty of the timing for the construction of this project, staff believes that it is prudent to conduct the more extensive review of all three sites and leave the location options open.

Two professional service agreements are necessary as the City will be contracting individually with Rincon Consultants, Inc. and Kimley Horn Associates to produce the complete environmental document. Two separate contracts are proposed as this would provide cost savings to the City as identified in the revised cost estimate by Rincon Consultants. Specifically, two separate contracts administered by Planning Division staff will eliminate the cost of Rincon Consultants’ administrative fees for managing Kimley Horn as a traffic engineering sub-consultant.

**Recommendation**

The Planning and Building Safety Department requests that the Council: 1) approve a budget appropriation of $165,349 from the Aquatics Facility Special Revenue Fund for planning consulting services; and 2) authorize the City Manager to execute two Professional Services
Agreements with Rincon Consultants and Kimley Horn Associates, both in a form approved by the City Attorney, for a combined total not to exceed $165,349.
September 30, 2009  
Job No. 09-64460

City of El Segundo  
City Clerk  
350 Main Street  
El Segundo, CA 90245

Subject: Revised Cost Proposal to Prepare Aquatics Site Feasibility Study CEQA Review Document

Dear City Clerk:

As directed by the Request for Proposals, our cost estimate to prepare the Aquatics Site Feasibility Study CEQA Review Document is included below, under separate cover from the main body of our proposal. The Rincon Consultants, Inc. team will prepare the IS-MND for the proposed Aquatics Site, in accordance with our proposed scope of services, for an estimated cost of $67,294. Table 1 provides a breakdown of costs by major work item. (Please note that for each CEQA review scenario, the traffic impact analysis would be performed under a separate contract to the City in order to reduce overall costs.)

If it is determined that an EIR is required analyzing a preferred option, we will complete the work scope described above for an estimated cost of $100,130. Table 2 provides a breakdown of costs by major work item.

If no preferred option is selected, and an Alternatives EIR is required in order to assist with the selection of a preferred option, we will complete the work scope described in the proposal for a No-Preferred Option, three-site Alternatives EIR for an estimated cost of $165,349. Table 3 provides a breakdown of costs by major work item. We will complete the work scope described in the proposal for a No-Preferred Option, two-site Alternatives EIR for an estimated cost of $142,112. Table 4 provides a breakdown of costs by major work item.

Attendance at a project kickoff meeting and up to three public hearings is included in the budget for each scenario. At the City’s request, Rincon’s project manager or principal in charge will attend additional hearings on a time-and-materials basis. Meetings with City staff at key points in the process are included in our project management budget.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the City. Additional work, not included within our proposed work program, will be completed only upon written City authorization in accordance with our standard fee schedule. This offer for professional services will remain in effect for a period of 60 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Mr. Stephen Svetel, AICP, Principal of Rincon Consultants, Inc.

Sincerely,

RINCON CONSULTANTS, INC.

Abe Leider, AICP  
Project Manager

Stephen Svetel, AICP  
President
## City of El Segundo

### Aquatics Facility CEQA Documentation

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### ADDITIONAL COSTS

- SBRA (cultural) | $3,500
- Printing (5 admin. draft, 25 draft, 5 final) | $1,440
- Miscellaneous Expenses | $1,000
- General and Administrative | $891

| Subtotal Additional Costs | $5,831 |

| PRE-DISCOUNT COST | $44,731 |

| TOTAL COST WITH 5% PUBLIC PROJECT DISCOUNT | $42,484 |

| Kimley-Horn (traffic/parking) - under separate contract | $24,800 |

| TOTAL COST | $67,294 |
# City of El Segundo

## Aquatics Facility CEQA Documentation

Table 2: Cost Estimate - Preferred Option EIR Scenario  
9/30/2009

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Subtotal Labor: $69,845  641  70  197  214  45  34

**ADDITIONAL COSTS**

| SBRA (cultural)                   | $3,500 |
| IS/NOP Printing (5 admin draft, 5 final) | $300   |
| Printing (5 admin draft, 20 draft, 5 final) | $2,700 |
| Miscellaneous Expenses            | $2,000 |
| General and Administrative        | $550   |

Subtotal Additional Costs: $9,350

**PRE-DISCOUNT COST** $79,295

**TOTAL COST WITH 5% PUBLIC PROJECT DISCOUNT** $75,330

Kimley-Horn (traffic/parking) - under separate contract $24,900

**TOTAL COST** $100,130
City of El Segundo  
Aquatics Facility CEQA Documentation

Table 3: Cost Estimate - No Preferred Option - Alternatives EIR Scenario for 3 Sites  

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<td><strong>580</strong></td>
<td><strong>52</strong></td>
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**ADDITIONAL COSTS**

- SBRA (cultural)                        | $5,000
- IS/NOP Printing (5 admin draft, 5 final) | $300
- Printing (5 admin draft, 26 draft, 5 final) | $2,700
- Miscellancous Expenses                | $2,500
- General and Administrative             | $1,050

**Subtotal Additional Costs** | $11,650

**PRE-DISCOUNT COST** | $115,630

**TOTAL COST WITH 9% PUBLIC PROJECT DISCOUNT** | $109,849

- Kimley-Horn (traffic/parking) - under separate contract | $55,500

**TOTAL COST** | $165,349
City of El Segundo
Aquatics Facility CEQA Documentation

Table 4: Additional Cost Estimate - No Preferred Option - Alternatives EIR for 2 Sites

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<tr>
<th>Task</th>
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ADDITIONAL COSTS

| SBRA (cultural)                                          | $4,400   |
| IS/NOP Printing (5 admin draft, 5 final)                 | $200     |
| Printing (5 admin draft, 26 draft, 5 final)              | $2,520   |
| Miscellaneous Expenses                                   | $2,250   |
| General and Administrative                               | $937     |
| Subtotal Additional Costs                                | $10,307  |

PRE-DISCOUNT COST: $101,907

TOTAL COST WITH 5% PUBLIC PROJECT DISCOUNT: $96,812

Kimley-Horn (traffic/parking) - under separate contract: $45,300

TOTAL COST: $142,112
September 30, 2009
Job No. 09-64400

City of El Segundo
City Clerk
350 Main Street
El Segundo, CA 90245

Subject: Revised Proposal to Prepare Aquatics Site Feasibility Study CEQA Review Document

Dear City Clerk:

Rincon Consultants, Inc. is pleased to submit the enclosed revised proposal to assist the City of El Segundo with the preparation of the CEQA environmental documentation for the proposed Aquatics Site. The revisions are based on our work with Planning Division staff over the last several weeks to refine our proposal and reduce our costs to meet the City's needs for this important project.

We have assembled a team of skilled environmental sciences and planning professionals who combine extensive technical qualifications and knowledge of CEQA requirements with widespread experience on sports facilities, ensuring our familiarity with related environmental issues. Moreover, our expertise in urban planning projects such as General Plans and Specific Plans makes us highly suited to assist city staff and decision-makers in weighing land use choices. These choices and tradeoffs are central to decision making regarding the Aquatic Facility in El Segundo.

The Rincon team includes specialists in all of the technical issue areas of concern for the proposed project: Rincon has on staff certified planners, Registered Environmental Assessors (REAs), air quality and noise specialists, professional geologists and hydrogeologists, and GIS experts. Rincon can perform the majority of the assignment using in-house expertise. To augment our team, we have included the following subconsultants to provide specialized expertise:

- Kimley-Horn Associates: Traffic and Circulation
- San Buenaventura Research Associates: Cultural Resources

We are confident that you will find that our proposed work program meets the needs of the City and the El Segundo community in a thorough, cost effective manner. We look forward to the opportunity to meet with you to further discuss our proposal. If you have any questions regarding this submittal, please contact us at your convenience.

Sincerely,

RINCON CONSULTANTS, INC.

[Signatures]

Abe Laker, AICP
Principal

[Signature]

Principal
# Proposal to Prepare
## Aquatics Site Feasibility Study
### CEQA Review Document

**City of El Segundo**

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This proposal was printed on 50% recycled paper with 50% post-consumer content.
1.0 INTRODUCTION

Rincon Consultants, Inc. is pleased to submit this proposal to prepare the Aquatics Site Feasibility Study California Environmental Quality Act (CEQA) review for the City of El Segundo. As requested by the City, this proposal includes scopes of work for 1) an Initial Study and Mitigated Negative Declaration (IS-MND); 2) an Environmental Impact Report (EIR); 3) an "Alternatives EIR" studying two project site options; and 4) an "Alternatives EIR" studying three project site options. This section of the proposal describes our understanding of the project and provides general information about Rincon. Subsequent sections describe our proposed work scope and approach, schedule, company qualifications, project team, and references.

1.1 UNDERSTANDING OF EL SEGUNDO AND THE PROJECT

El Segundo

Incorporated in 1917, El Segundo encompasses 5.46 square miles in western Los Angeles County. It is bounded to the north by Los Angeles International Airport (LAX), to the south by the City of Manhattan Beach, to the west by the Pacific Ocean and the City of Los Angeles, and to the east by the City of Hawthorne and the Del Aire area of unincorporated Los Angeles County. The City is within the South Bay sub-region and is about 20 miles from downtown Los Angeles.

The resident population of El Segundo is about 16,900, while the daytime population is over 70,000. All of the City's residential neighborhoods are west of Sepulveda Boulevard. The office/commercial/industrial area east of Sepulveda Boulevard is home to the headquarters of a number of Fortune 500 companies, including Mattel, Time Warner Cable, and SAIC. In addition, this area includes a variety of other businesses, including aerospace and defense firms, information technology companies, industrial design and creative arts companies, digital media companies, and travel related firms.
Aquatics Site

The City of El Segundo prepared the Aquatics Master Plan in 2005, establishing goals to address the current and future needs of the community for aquatics facilities and programs. The Aquatics Master Plan identified Hilltop Park (located at the intersection of Lomita Street and Grand Avenue) as a potential location to meet the City's aquatic needs.

With the Aquatics Master Plan setting a framework for future decisions, the City has moved forward with investigating site feasibility. To that end, the City has contracted with the architecture firm Rosetti in conjunction with pool design specialists Counselman-Hunsaker to complete an alternatives study. This study, which is currently underway, considers publicly-owned vacant sites west of Sepulveda Boulevard within El Segundo.

Based on the Rosetti/Counselman-Hunsaker alternatives study, three potential locations emerged as possible locations for aquatics facilities. These include: (1) Hilltop Park, a City of El Segundo owned property at 301 Maryland Street; (2) an El Segundo Unified School District (ESUSD) owned site located at 530 E. Imperial Avenue; and (3) the current Urho Saari Swim Stadium facility located at 219 West Mariposa Avenue. Selection of sites 1 or 2 would involve construction of a new facility, while selection of Site 3 would involve expansion of the existing facility. The Urho Saari Swim Stadium is a locally designated cultural resource. Modifications to the building would involve interior improvements, and potentially an expansion of the rear (exterior) of the building.

Two alternatives are being developed at each location: (1) a competition/recreation pool only alternative; and (2) an alternative that includes an additional recreational pool with amenities such as waterslides and splash area. The community outreach process has begun and a preferred alternative should be selected within the next several months. If a clear preferred option is selected, this will be the subject of the CEQA review. In this scenario, the option can be adequately analyzed through an Initial Study-Mitigated Negative Declaration, that will be the tool used. If an EIR is required, some combination of the other options will become the alternatives analyzed in the EIR. If no clear option emerges, the CEQA document can be an Alternatives EIR, wherein each option is analyzed at an equal level of detail.

1.2 INTRODUCTION TO RINCON CONSULTANTS, INC.

Rincon Consultants, Inc. is a California type S corporation, founded in 1994. Since its founding, Rincon has grown to a firm of over 57 professionals located in three California offices: Ventura, San Luis Obispo, and Carlsbad. We have successfully managed numerous environmental documents on projects throughout Los Angeles County.

Our approach to environmental planning and permitting entails providing clients with high level of professional expertise with principal-level involvement in all projects. We have structured the firm to minimize unnecessary overhead costs, thus allowing us to be highly cost effective for both large and small projects. Our approach to the CEQA environmental review
process is to streamline the documentation to the maximum extent feasible, relying on existing documentation and studies wherever possible and focusing the document on truly relevant issues through the initial study process.

During Rincon's 15-year history, we have received multiple awards for excellence from environmental planning industry organizations, including the American Planning Association and the Association of Environmental Professionals. Our financial strength was recognized in 2004 by ZwegWhite, when the nationally recognized A/E/P industry tracking group named us to its Hot 100 Firm list, recognizing revenue growth over time. In 2007, Rincon was named to the Inc. 5000 list of the fastest growing companies nationwide. 2008 brought Rincon another round of recognition from ZwegWhite when we were again named to the Hot Firm list.

Rincon provides a broad range of environmental consulting services. The following is a brief summary of these services.

**Environmental Impact Analysis and Land Use Planning**
- CEQA Compliance (EI Rs, Initial Studies, and Mitigation Programs)
- NEPA Compliance (EISs, Environmental Assessments)
- Land Use Planning and Development Feasibility Studies
- Air Quality, Noise, and Traffic Studies
- Cultural Resources Studies
- Land Use Entitlement Permit Processing
- Coastal Development Permitting
- Redevelopment and Site Reuse Programs
- Visual Resources Analysis (Including Computer Generated Photosimulation)
- Infrastructure Analysis
- General Plans, Specific Plans, Neighborhood Planning, and Contract Planning Services
- Transportation and Corridor Studies
- Community Involvement Programs
- Mitigation Monitoring and Reporting Programs
- Construction Monitoring

**Biological Services and Regulatory Compliance**
- Baseline Biological Resources Inventories and Vegetation Mapping
- Rare, Threatened, and Endangered Plant and Wildlife Species Surveys
- Wetland Delineations
- Complete Regulatory Compliance and Mitigation Planning
- US Army Corps of Engineers Section 404 and Section 10 Compliance
- California Department of Fish and Game Streambed Alteration Agreements
- ESA Section 7 Consultations
Environmental Site Assessment and Remediation

- **Phase I and II Environmental Site Assessments**
- **Hazardous Waste Characterization and Remediation**
- **Health Risk Assessments**
- **Geological and Seismic Studies**
- **Groundwater Evaluations and Modeling**
- **Groundwater Monitoring Programs**
- **Soils Studies**
- **Litigation Support**
- **Remedial Construction Monitoring**
- **Asbestos and Lead-based Paint Testing**
- **NPDES Compliance Programs**

2.0 PROJECT ANALYSIS

The CEQA analysis tool will ultimately depend on how far the feasibility analysis and the decision-makers carry the project forward. Presently, two alternatives are being developed at each location:

1. a competition/recreation pool only alternative; and
2. a competition/recreation pool plus an additional recreational pool with amenities such as waterslides and splash area.

The community outreach process has begun and a preferred alternative could be selected within the next several months. If a clear preferred option is selected, this will be the subject of the CEQA review. In this scenario, if the option can be adequately analyzed through an Initial Study-Mitigated Negative Declaration, that will be the tool used.

If the preferred option carries potential significant impacts that need more analysis, an EIR may be required. In this scenario, some combination of the non-preferred options will become the alternatives analyzed in the EIR.

If no clear option emerges from the feasibility and decision-making process, the CEQA document could be an Alternatives EIR, wherein each option still under consideration is analyzed at an equal level of detail. This process will allow the decision to be made with full information about environmental effects and required mitigation.

Methodologies are to be used in each environmental issue are described below.
3.0 PROPOSED APPROACH

We understand the need to become an extension of City staff for this project. We will provide the City with regular progress reports on the work status, as well as the budget. Our teamwork approach will ensure that the City has direct access to strong technical expertise, while the consultant team will have direct access to community issues and local political concerns.

As requested by the City, this proposal includes work programs for either an IS-MND or an EIR. The final work program required for this project will involve the preparation of an IS-MND if all potential impacts of the project can be mitigated and there is no substantial evidence to suggest that the project will have a significant environmental impact. If the potential for a significant impact is identified or an interested party makes a “fair argument” that the project would result in an unavoidable significant impact and that an EIR is required, a focused EIR will be the appropriate CEQA document. The general work programs for both the MND and EIR scenarios are described in Section 4.0, Work Program. Our proposed technical approach to the analysis of the key issues for the project is described in Section 5.0, Methodology.

4.0 WORK PROGRAM

As requested in the City’s RFP, we have provided work scopes for either an IS-MND or an EIR. Descriptions of the basic work programs for each of these scenarios follow.

IS-MND Scenario

The major steps in the IS-MND process are described below.

1. **Kickoff Meeting** – Rincon’s principal in charge and project manager will attend a kickoff meeting for the project. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted. The kickoff meeting will also allow the City/consultant team an opportunity to thoroughly discuss the approach to environmental evaluation and possible project alternatives. Community concerns that have surfaced to date will also be discussed. Additionally, we will have an opportunity to confirm the cumulative project list.

2. **Administrative Draft IS** – Rincon will prepare an Administrative Draft IS for City review. Rincon will use the City’s preferred IS format. The Administrative Draft IS will address all of the items on the environmental checklist. Whenever possible, impacts will be quantified. To the maximum extent feasible, existing technical studies will be used. In support of the IS, Rincon will prepare separate technical studies in the following issue areas: (1) biological resources; (2) cultural resources; (3) geology (peer review); (4) noise; and (5) traffic/parking. Other issues will be addressed within the text of the IS.

Rincon will submit an electronic copy of the Administrative Draft IS-MND in PDF and Word format, and up to five printed copies if necessary. Our technical approach to the key
issues to be addressed in the Administrative Draft IS-MND is described below. At this point in the process, Rincon will meet with City staff to review the findings of the IS and make a recommendation on the type of CEQA document that will be required for the project.

3. **Draft IS-MND** - Assuming that the Administrative Draft IS concludes that all impacts can clearly be reduced to a less than significant level, Rincon will respond to City comments on the Administrative Draft IS-MND and submit one electronic copy of the Draft IS-MND and up to 26 bound hard copies. If necessary, we will provide a single screencheck version of the Draft IS-MND for City review and approval prior to publication. We assume that Rincon will be responsible for mailing of the IS-MND to the Clearinghouse and responsible agencies, and that the City will be responsible for newspaper and other noticing required under CEQA.

4. **Final IS-MND** - Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses to comments for City review. Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the Administrative Final IS-MND. This will include the Mitigation Monitoring and Reporting Program (MMRP), which will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Prior to or following IS-MND approval, we will provide a PDF of the Final IS-MND (including responses to comments and the MMRP) and up to five bound hard copies. The City will be responsible for filing a Notice of Determination (NOD).

The Final IS-MND will include a mitigation monitoring and reporting plan (MMRP) in accordance with City requirements. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table, which will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program will include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

5. **Public Hearings** - Rincon's principal in charge and/or project manager will attend up to three public hearings on the project. If desired, we will make a presentation to the Planning Commission and/or City Council summarizing the environmental review process and IS-MND conclusions.

**Preferred Option EIR Scenario**

The major steps in the EIR process are described below.

1. **Kickoff Meeting.** Rincon's principal in charge and project manager will attend a kickoff meeting for the project. This task is also identified under "IS-MND Scenario" and will be performed under either processing scenario.
2. **Administrative Draft Initial Study.** Rincon will prepare an Administrative Draft IS as described under the IS-MND scenario and meet with City staff to review the findings of the IS. If the project team concludes that there is the potential that a “fair argument” can be made that one or more of the project effects may be significant after mitigation, we will proceed with the preparation of a Notice of Preparation (NOP) of a Draft EIR and preparation of a focused EIR.

3. **Final Initial Study/Notice of Preparation.** Upon City approval of the IS, that document will be circulated along with the NOP for the required 30-day review period. We have assumed that the Rincon Consultants will be responsible for preparation of the circulation of the NOP to the State Clearinghouse and responsible agencies.

4. **Scoping Meeting.** Though not necessarily required under CEQA, we propose to conduct a scoping meeting during the 30-day NOP review period since the project is arguably of regional significance. The scoping meeting will provide a forum for concerned agencies and the public to provide input on the EIR scope and content. Rincon staff will make a brief presentation providing an overview of the project, the CEQA process, and the anticipated EIR work scope.

5. **Administrative Draft EIR.** Upon confirmation that the project description is accurate, Rincon will prepare an Administrative Draft EIR (ADEIR) for City review. Given that the issues will have already been studied thoroughly in the Administrative Draft IS, preparation of the ADEIR will largely consist of reformatting of IS discussions, with expansion of content to meet EIR requirements. The ADEIR will include the following:

   - **Executive Summary** – This section will summarize the proposed project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public.

   - **Project Description.** Prior to initiating the environmental analysis, Rincon will prepare a draft project description for City review. This section will include descriptions of the site and its location, project characteristics relevant to the analysis, project objectives, and required discretionary approvals. The project description will include textual, tabular, and graphic presentation.

   - **Introduction and Environmental Setting** – These introductory sections (required by CEQA) will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, and provides a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing urban geographic character of the city and the site vicinity.

   - **Environmental Impact Analysis** – This section will analyze impacts determined in the Initial Study to be potentially significant, which we assume will include aesthetics, traffic and circulation and hazards and hazardous materials. Each issue area analysis will include four main components:
     - Setting (description of current conditions with respect to the issue are in question, including the existing regulatory environment)
     - Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”)
Proposal to Prepare
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- Mitigation measures (methods by which significant effects can be reduced or eliminated)
- Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

The EIR impact analysis will be in the same alphabetical order of environmental factors as Appendix G of the CEQA Guidelines. For each environmental issue analysis section, the “Impacts” subsection will begin with a discussion of the thresholds for significance to be used and a brief discussion for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The analysis will then proceed with the detailed analysis of each issue determined to be “Less Than Significant with Mitigation Incorporation” or “Potentially Significant Impact” in the same order as these issues are provided in the Initial Study. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the IS, followed by an analysis discussion, mitigation measures specific to the environmental issue, and discussion of the level of significance after mitigation.

- Other CEQA-Required Discussions - This section will include discussions of other sections required by the CEQA Guidelines and will include an analysis of potential growth-inducing impacts and global climate change (GCC).

- Alternatives - This section will include the analysis of up to four alternatives intended to represent a “reasonable range” of alternatives required under CEQA. Up to four alternatives will be identified during the course of the study in consultation with City staff. The evaluation will be in less detail than for the proposed project, but will provide decision-makers and the public adequate information to decide between alternatives.

6. Draft EIR. The Draft EIR will incorporate all relevant City staff comments on the ADEIR. This document will be circulated for public comment for a period of 45 days, as required by CEQA. We assume that Rincon will circulate the document to the State Clearinghouse and responsible agencies and that the City will be responsible for required newspaper and other noticing of the document’s availability.

7. Final EIR. The Final EIR will include all comment letters received during the public review period, responses to all comments received on the Draft EIR, and any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program in accordance with City requirements. Rincon will deliver a .PDF version of the document to the City for its website posting. The MMRP will be included and will be as described under “IS-MND Scenario.”

8. Public Hearings. Rincon’s principal in charge and/or project manager will attend two hearings on the project. At the City’s request, we will prepare and deliver a presentation that summarizes the CEQA process and the findings of our analysis.

No Preferred Option Alternatives EIR Scenario

The No Preferred Option Alternative EIR will require the same steps as the Preferred Option EIR, with the following exceptions:

- Rather that a Project Description, the Alternatives EIR will have a Description of Alternatives
Each Environmental Topic Discussion section will include evaluations of the impacts for each of the Alternatives
The Executive Summary will include a tabular comparison weighting impacts by environmental issue area for each of the alternatives, to provide relative comparisons
There will be no traditional Alternatives section, since the alternatives requirement is addressed in the main environmental analysis section.

Alternatives EIRs are often useful CEQA analytical tools when lead agencies prefer broad flexibility in selecting projects for ultimate approval and construction. The format is parallel to a National Environmental Policy Act (NEPA) EIS, which analyzes project alternatives at equal levels of detail.

5.0 METHODOLOGY

This section describes the suggested technical work scope for the Aquatics Site Feasibility Study project. Rincon’s technical approach to the key issues for the project, which would generally be the same under either processing scenario, is described below. Though the format of the analysis would be different depending upon whether or not an MND or an EIR is ultimately processed, the general approach to the analysis would be the same under either scenario. The key issues, which we anticipate would be the focus of the EIR if it is determined that an EIR is necessary, include:

- Aesthetics
- Air Quality
- Cultural Resources
- Geology and Soils
- Hydrology/Water Quality
- Hazards and Hazardous Materials
- Land Use
- Noise
- Transportation/Traffic

Other issues included in the broader scope of the EIR include growth inducing impacts, cumulative impacts, and alternatives. The following describes our approach to the analysis of the environmental issue areas.

Aesthetics. This section of the EIR will draw from existing planning documents supplemented by onsite field reconnaissance and photodocumentation of site conditions and the site’s visibility from various locations. This section will also involve detailed review of the site plans to ensure that they are consistent with visual resource protection policies of the City. Specifically, the visual assessment will include the following:

- Photodocumentation of public view corridors affected by the proposed project;
- Discussion of applicable visual policies and the project’s consistency with such policies;
- Discussion of the consistency of the project with the aesthetic character of the area; and
- Identification of appropriate measures to mitigate visual impacts, including landscaping, lighting modifications, site planning, and structural features need to protect visual resources.

Air Quality. The air quality section will be prepared in accordance with the methodologies prescribed by the SCAQMD and as required in other locally adopted air quality planning
documents. Potential long-term emissions associated with the project would primarily be a result of increased traffic and/or increased vehicle miles traveled. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study.

The air quality analysis will include the following specific tasks:

- Estimate of traffic-related air pollutant emissions associated with the project, using data from the EIR traffic study and the latest version of the URBEMIS model, and taking into account standard City requirements and proposed project components
- Comparison of construction-related and long-term emissions of the project to SCAQMD thresholds of significance
- Screening analysis of potential carbon monoxide (CO) "hot spots" for any study area intersections projected to operate below level of service (LOS) D (note: it is not expected that any violations of state or federal CO standards will occur; in the unlikely event that a potential "hot spot" is identified, more detailed CALINE modeling will be performed)
- Development of mitigation measures as appropriate

**Cultural Resources.** This section of the environmental analysis will be performed by San Buenaventura Research Associates (SBRA). SBRA will prepare an historic resources technical report which will identify if any buildings or structures on the project site or immediate vicinity are eligible for listing on the National Register of Historic Places (NRHP), the California Register of Historic Resources (CRHR), or for designation as local landmarks, or have already been declared or designated.

The cultural resource evaluation will devote a special focus on the Urho Saari Swim Stadium impacts, as this facility is designated as a locally-designated cultural resource.

A review of the relevant literature will be conducted by examining previous historic resources evaluation reports and surveys, and materials maintained by local agencies, historical societies, libraries and individuals. These materials will be used to develop an historic setting for the project area, and to determine potential architectural and/or historical significance.

A field investigation of the property will be conducted. All buildings and structures which appear to be 50 years old or older and will be photographed and architectural descriptions recorded. Dates of construction will be established based on official records, or lacking official records, visual or other documentary evidence. It will be determined if potential historic resources retains integrity sufficient to convey their association with an historically significant theme.

The proposed project will be evaluated for its potential to adversely impact historic resources directly or indirectly, in accordance with the standards and procedures of the California Environmental Quality Act (CEQA). Project impacts, both immediate and cumulative, will be determined and alternatives evaluated. Feasible mitigation measures intended to reduce or eliminate impacts will be proposed, as necessary and appropriate. In accordance with the CEQA Guidelines, the primary methodology for the determination of impacts and development of a mitigation plan will be the Secretary of the Interior's Standards for Rehabilitation, and appropriate NRHP standards, and local guidelines.
Additional mitigation techniques will be investigated, as appropriate.

**Geology and Soils.** This section will be based on existing literature sources, including existing geological and soils reports that are representative of the project area. These technical reports will be reviewed by Rincon’s Certified Engineering Geologist to evaluate the potential geologic hazards that may adversely affect the proposed facility. This review will also include a field reconnaissance to observe onsite geologic characteristics.

The impact assessment will provide graphic representation of potential hazard areas and will identify specific mitigation requirements for each hazard identified. Specifically, this section will include the following:

- Discussion of existing geologic conditions (e.g., seismic capabilities, soils, subsurface structure, landforms, etc.);
- Identification of potential geologic hazards (e.g., liquefaction, shrink-swell, erosion, etc.) and seismic characteristics in the project area;
- Discussion of local groundwater characteristics;
- Evaluation of the effect of geologic hazards on the proposed project (e.g., liquefaction, erosion, seismic, etc.);
- Projection of possible impacts to groundwater sources as a result of lost recharge and increased pumping;
- Measures to mitigate identified geologic hazards.

**Hydrology / Water Quality.** This section will utilize existing information to examine the likely impacts of the project on drainage patterns, existing flood control facilities and water quality. The hydrology section of the EIR will describe the drainage characteristics of the site(s) and downgradient. Existing drainage, flooding, or erosion/instability problems will be identified and described. This assessment will be used to support the findings required to approve the aquatics center.

Potential increases in storm water volume and changes in surface runoff water quality will be examined. To the extent that they are known, this analysis will consider existing water quality conditions and the likely changes in the type and amount of runoff pollutants associated with site development. Proposed runoff management practices and design features will be taken into account. Surface runoff water quality effects are anticipated to relate primarily to erosion and sedimentation; but other effects from parking lot runoff and site development will also be considered. Both temporary construction impacts and long-term impacts associated with project operation will be evaluated.

Mitigation measures will be identified for hydrologic-surface runoff impacts determined to be significant or potentially significant. Mitigation may include design/management practices, drainage facility improvements, measures to comply with NPDES requirements, and implementation of water quality best management practices.
The project will also be reviewed in the context of Regional Water Quality Control Board requirements, one of which will be the preparation of a Storm Water Pollution Prevention Plan (SWPPP). Physical mitigation measures will likely include the use of grease traps and sediment detention basins. Best Management Practices will be required, which may include the use of soil stabilizers and erosion control blankets during construction. Grading will be controlled by local ordinance, and possibly by additional mitigation measures.

**Hazards and Hazardous Materials.** This section of the EIR will be performed under the direction of Rincon’s Registered Geologist/Certified Hydrogeologist and will include an examination of potential hazards that may affect the proposed project. The primary hazards of concern are those associated with the potential for onsite contamination as a result of existing and possible past industrial uses on or adjacent to the project site.

The assessment of hazardous materials will be based on existing information sources that are available for the project area. These include any Phase I environmental site assessments (ESA) or other technical reports that may be available from the City, the current property owner, or other property owners in the study area. The assessment will also include examination of files that are readily available from Los Angeles County Fire Department and the Regional Water Quality Control Board concerning past contaminant spills and/or clean up activities. As part of the records review, we will investigate City or County records such as hazardous materials business plans and emergency response plans that contain summaries of hazardous materials that are used or have historically been used by industrial businesses within the study area.

The assessment will also include a site reconnaissance to identify obvious hazards that are readily viewable. This work scope does not include an audit of onsite facilities, but can be expanded, at the City’s request, to include a more detailed examination of specific onsite uses. This expanded work program could include preparation of a Phase I ESA in accordance with ASTM standards for commercial property transactions and could also include Phase II subsurface testing should recognized environmental conditions be identified (note the term recognized environmental conditions is defined in the ASTM standards) with property owner cooperation.

Based on this literature review, we will identify potential impacts that could result from project development. If impacts are identified, mitigation measures will be developed to avoid or minimize project impacts. Mitigation measures may include programs for further examination and delineation of potential hazardous materials spills or site uses as well as performance standards that must be met in order to comply with existing environmental regulations and to avoid or minimize hazards to human health and safety.

**Land Use.** The analysis of land use impacts will consider two separate issues: (1) compatibility of the proposed project with surrounding land uses; and (2) consistency with local
land use policies, particularly those of the City’s General Plan. Compatibility issues will be discussed in light of information provided in other sections of the EIR, the City’s General Plan analyses, and in other CEQA studies conducted by the City. The compatibility analysis will consider the combined effects of all of these issues in relation to the land uses adjacent to the project site in order to determine the significance of impacts.

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. If needed, mitigation measures may include siting recommendations, buffer systems or lighting controls (to address noise, light and glare, and nuisance contact), and design recommendations (setbacks, drainage control systems etc).

**Noise.** The noise analysis will include evaluations of temporary impacts associated with construction and long-term impacts associated with project operation. Operational impacts may include both increased noise due to the proposed project (typically, due to traffic increases) and/or exposure of new sensitive uses to high ambient levels. The criteria used to determine the significance of any impacts will be from the City’s Noise Element and Noise Ordinance.

Temporary noise impacts associated with construction will typically be estimated based upon typical noise levels reported by the U.S. Environmental Protection Agency and standard noise attenuation factors. Noise levels associated with construction activities will be quantified and projected at sensitive use areas and compared to Noise Ordinance standards.

The operational impact analysis may involve:

- *Field measurements onsite and at existing facilities similar to that proposed*
- *Estimation of post-project noise both on-site and at nearby sensitive receptor locations*
- *Comparison of post-project noise levels to applicable City thresholds*

Mitigation requirements will be identified, if necessary. Mitigation measures may include restrictions on construction equipment use, recommendations for the re-routing of traffic, and the use of noise attenuation features and sound barriers to reduce noise levels.

**Transportation and Circulation.** The traffic and circulation section of the EIR will be prepared by Kimley-Horn and Associates, Inc. This section will address project traffic estimates and off-site traffic-related impacts of the proposed project during the morning and evening peak hours. It is broken down by single-site scenario and multiple-site scenario.

**Single Site Scenario.** The Traffic Study will address the traffic-related impacts of the proposed new Aquatics Center project at a preferred site in the City of El Segundo. The study will address the following conditions:

- Existing Conditions
- Opening Year
  - Without Project
  - With Project
The study will evaluate project impacts during the morning and evening peak hours on a typical weekday at up to six (6) area intersections, to be agreed upon with City staff. The study will also provide an evaluation of the on-site circulation, project access, and compliance with the City's parking code requirements.

We will prepare a study that complies with the Los Angeles County Congestion Management Plan (CMP). The following Scope of Services is based on our understanding of the project issues and the study requirements of the City of El Segundo.

**Project Initiation**

- Obtain a complete project description and a to-scale copy of the project site plan, including:
  - number and type of site facilities;
  - facility capacity;
  - proposed operating schedule;
  - building and hardscape footprints;
  - square footages and uses of existing buildings;
  - square footages and proposed uses;
  - site layout showing all project driveways;
  - parking supply;
  - on-site vehicle flow lines; and
  - any other site features that will affect the flow of traffic into and out of the site.

**Traffic Impact Analysis**

- Collect current weekday morning and evening peak hour traffic count data for the study intersections.
- Conduct driveway counts at two (2) similar sites for one (1) day in the morning and evening peak hours to determine the trip generation rate for each land use type, i.e.: competition pool, and recreation pool with waterslides and splash area. Selection of similar sites will be made in consultation with City staff and the project team.
- Calculate trip generation estimates for any existing site uses and for both project design options. Determine the net change in traffic generation that will result from the proposed project.
- Develop trip distribution and assignment assumptions. We will submit trip generation and trip distribution assumptions to City staff and the project team for concurrence prior to proceeding with the analysis.
- Distribute the project traffic to the surrounding street system.
- Obtain approved and pending project information from the City of El Segundo and surrounding cities. We will start with the approved and pending project information compiled for recent studies prepared by Kimley-Horn for other projects in the vicinity, and we will contact each city to confirm and update the information.
- Develop Opening Year peak hour forecasts at the study intersections using approved annual growth rates.
• Conduct intersection analysis for Opening Year Without Project conditions.
• Add the project’s peak hour traffic to each study intersection, and conduct intersection analysis for Opening Year With Project conditions. With Project conditions will be analyzed for both project design options.
• Identify any project impacts for each design option, and propose project mitigation, if necessary.
• Collect existing parking demand data at two (2) similar sites for each land use type, i.e.: competition pool, and recreation pool with waterslide and splash area. Data collection will be conducted for up to six (6) hours on one (1) day at each site. Similar sites and data collection days and times will be selected in consultation with City staff and the project team.
• Based on data collected above, develop a summary of project parking requirements for each design option of the project, and provide a discussion of the adequacy of the proposed parking supply for the proposed site.
• Evaluate the proposed site access and on-site circulation provisions.
• Provide a discussion of and provide supporting data and analysis for CMP Compliance.
• Prepare a stand-alone traffic study summarizing our analysis methodology, study findings, and recommendations.
• Assist in preparation of responses to traffic-related comments (up to 12 hours).
• Attend up to two project team meetings, and three Public Hearings.

Multiple Sites - Alternatives Analysis Scenario. This scenario includes a full traffic impact analysis for both design options at each alternative site (up to two) and one preferred site.

Traffic Impact Analysis. This work scope would include performance of a traffic impact analysis for the preferred site as described above in the section “Single Site Scenario,” and the following additional tasks.

• Collect current weekday morning and evening peak hour traffic count data for the up to six (6) intersections near each alternative site.
• Incorporate additional study intersections into the traffic analysis software network.
• Distribute the project traffic for each design option to the surrounding street system.
• Conduct intersection analysis for Existing, Opening Year Without Project, and Opening Year With Project conditions at all study intersections.
• Identify any project impacts for each design option, and propose project mitigation, if necessary.
• Develop a summary of project parking requirements for each design option (up to 4) of the each alternative site (up to 2), and provide a discussion of the adequacy of the proposed parking supply for the proposed sites.
• Evaluate the proposed site access and on-site circulation provisions of each site plan (up to 4).
• Incorporate into the traffic study the findings and recommendations of the analysis of additional study intersections, parking analysis, and site access/circulation evaluations.
• Assist in preparation of responses to traffic-related comments (up to 4 additional hours).

Other CEQA Issues. The EIR will also include other CEQA-required features, including a discussion of effects found to be less than significant, growth-inducing impacts, and an evaluation of cumulative impacts. These are discussed below.
Impacts Found to be Less Than Significant. As indicated in the State CEQA Guidelines, an EIR must include a discussion of issues found to be less than significant. The substantiation for determining that these issues would result in no impact, or a less-than-significant impact, is described in further detail in § 15128 of the State CEQA Guidelines.

Growth Inducing Impacts. Growth inducement potential is related to three factors: (1) population and employment growth, (2) the extension of urban infrastructure to the site, and (3) the development of urban uses in this area as a precedent-setting action. This discussion will expand upon that contained in the recent General Plan EIR that examined the growth implications of converting this part of the City from an industrial land use designation to a residential designation. This section will also use information from the population housing section to examine population growth trends as they relate to housing supply.

Cumulative Impacts. The cumulative impact analysis will focus on each issue area addressed in the EIR. The cumulative scenario will be based on buildout information for the Port Hueneme planning area under the adopted General Plan, unless otherwise directed to address a cumulative projects list provided by the City.

Global Climate Change. Although not identified in the Request for Proposals, the issue of global climate change (GCC) has been recognized by the State of California as of increasing importance within the context of CEQA analysis. AB 32 sets forth a framework for addressing GCC in the California Global Warming Solutions Act of 2006. Although no thresholds have been set to determine the significance of potential impacts, it is recognized that this is appropriately characterized as a cumulative impact, and is likely to be required in EIRs in the near future, based on further direction as set forth in SB 97, which ties the climate change issue to CEQA.

The project's potential impacts on global climate change will be evaluated, to the extent possible. This analysis will be based on direction from the APCD, and will be based on the project's potential contribution to CO₂ emissions. Although no standards have been adopted regarding this potential impact, the EIR will discuss this issue, and the extent to which the project as designed includes features consistent with the concept of minimizing CO₂ emissions on a cumulative basis. Based on preliminary direction from the APCD, we anticipate that emissions will be reduced if the project incorporates one or more of the following design concepts:

- Incorporate green building technologies
- Increase energy efficiency by at least 20% beyond Title 24 requirements
- Encourage the use of transit, bicycling and walking
- Emphasize recycling goals (e.g., separate waste and recycling receptacles)
- Increase street landscaping

Our analysis will respond to AB 32, which addresses the issue from a greenhouse gas reduction perspective. In general, the Act calls for a greenhouse gas (GHG) emissions cap for 2020, to reduce such emissions to 1990 levels (essentially a 25% reduction below 2005 emission levels).
The underlying assumption is that reduction of greenhouse gas emissions will help offset human contributions to global climate change.

**Generalized Methodology.** Rincon will employ the following generalized methodology in its analysis of this issue.

1. **Inventory and Modeling:** An inventory of greenhouse gas emissions (i.e., carbon dioxide, methane, nitrous oxide) generated by the project will be presented for informational purposes. The URBEAMIS 2007 model will then be used to quantify carbon dioxide emissions, since the model has been recently updated to account for such emissions. It should be noted, however, that this modeling will be primarily for informational purposes, and intended to provide a sense of the order of magnitude of potential emissions. This exercise would be based on current emission inventory models such as the California Air Resource Board’s EMFAC 2007 emissions model and U.S. EPA emission factors.

2. **Compliance with Strategies:** Project compliance with the emission reduction strategies contained in the California Climate Action Team’s (CCAT) Report to the Governor will be assessed. This report proposes a path to achieve the Governor’s greenhouse gas reduction targets. Projects can ensure compliance with strategies incorporating the following design features: vehicle trip reduction strategies; providing multi-modal transportation options; increasing energy efficiency beyond Title 24 requirements; increased recycling; and incorporating green building technology.

### 6.0 PROJECT MANAGEMENT

**Rincon Consultants, Inc.** will manage the EIR. Rincon will serve as the primary City and Consultant Manager contact and will have overall responsibility for coordinating the environmental consultant team for this project. In addition to the overall project management, Rincon principals and technical staff will serve as the primary research analysts and authors of the report. Rincon will directly manage five subconsultants.

Rincon’s project managers have developed a reputation for excellence in managing large-scale planning projects throughout California. As planners and environmental analysts, we offer expertise in the preparation of both project specific EIRs, programmatic environmental evaluations, and planning programs.

**Management Style**

Rincon employs project management techniques that are based on:

- Clear communication between managers, subconsultants, and analysts
- Peer and management review of all documents
- Use of issue-specific experts

Our principals and senior staff are known for their technical expertise and communication ability. Project task scheduling is important and is monitored by all project managers.
Rincon prides itself on the breadth of expertise possessed in-house. For the Aquatics Site Feasibility Study we will use our principal planners, biologists, and environmental scientists, along with subconsultant experts in transportation, geology/soils, engineering, cultural resources and visual simulation (option). Rincon has worked with each of our proposed subconsultant firms successfully in the past, and all are familiar with Los Angeles County and the nuances of environmental evaluation of specific plans. We believe this will ensure that the El Segundo community and its decision-makers will receive high quality, responsive assistance.

7.0 ASSIGNED PERSONNEL

The Rincon team is illustrated in the organizational chart in the following section. Experience of key team members is described below. Full resumes for assigned staff are included in the appendix.

Stephen Svete, AICP, President and Director of Planning for Rincon Consultants, will serve as Principal in Charge of the project. Steve has more than 25 years of experience in urban planning, urban design, and project management for both public agencies and private consulting firms. He has managed hundreds of CEQA environmental documents. He oversaw the 415 PCH EIR for the City of Santa Monica, which involved the development of a beachfront community pool and recreational facility. He also managed the California State University, Channel Islands Master Plan EIR, the Ventura Fairgrounds Master Plan IS-MND for the 31st Agricultural District, and the San Buenaventura State Beach Master Plan IS-MND for the City of Ventura. Steve has also been involved in numerous open space and trails planning programs throughout California. He is one of the co-founders of the Ventura Hillside Conservancy one of the first non-profit open space conservation and stewardship groups in Ventura.

Abe Leider, AICP, Senior Associate with Rincon, will serve as Project Manager. In this role, he will be the primary City contact and will manage the day-to-day activities of both Rincon and subconsultant staff. Abe is familiar with the City of El Segundo as he is the project manager for the City's Local Coastal Program Amendment and EIR. He is also currently managing the North Village Center Redevelopment EIR for the City of Long Beach and recently managed the Press-Telegram Mixed Use Development EIR for the City of Long Beach and the Trancas Canyon Community Park EIR for the City of Malibu. He also managed the Lagunitas Mixed Use Development SEIR for the City of Carpinteria as well as EIRs on several mixed use projects in the City of Santa Monica.

Walt Hamann, PG, CEG, CHG, REA II, Rincon Consultants Principal, will perform any necessary geologic/soils analysis for the project. A certified engineering geologist, Walt has prepared numerous geological and soil studies, as well as provided expert review of third-party reports. Walt is also a California Certified Hydrogeologist and is knowledgeable of soils and ground water issues throughout the greater Los Angeles area. Past work in the project area has included preparation of technical evaluation for the City of West Hollywood Sunset Plaza EIR and recent geology and hazardous materials assessments for the Beverly Hills Gateway Project EIR. He has served as an expert witness on numerous environmental site characterization and remediation studies in southern California.
Sean Wazlaw, an associate environmental planner with Rincon will be in charge of the air quality and noise analysis and will assist with other sections. He holds a Bachelor's of Science degree in Natural Resources and Conservation and a Bachelor's of Arts degree in Spanish from the University of Maine. Mr. Wazlaw has contributed to numerous environmental impact analyses under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Sean has worked on a number of projects for the City of Santa Monica such as 749 17th Street Condominiums/Adult Daycare Project IS-MND, Upward Bound Homeless Shelter EA, and Step Up on Fifth EA. He has worked on reports in the Ventura County area as well, including The Oaks Mall Renovation/Expansion EIR for the City of Thousand Oaks, Hillel Auto Wash ISMND for the City of Agoura Hills, and the Olivas Park Water Line ISMND for the City of Ventura.

Serine A. Ciandella, AICP, Senior Project Manager with Kimley-Horn Associates will perform the transportation analysis for the Aquatics Site project. Mrs. Ciandella has more than 24 years of experience in traffic modeling, transportation demand management, traffic impact analysis, and transit studies. She is an experienced manager of demand modeling and forecasting for
numerous transportation planning projects. Mrs. Ciandellas has previous experience in the City of El Segundo as she served as project manager for the City’s Circulation Element.

Mitch Stone of San Buenaventura Research Associates will prepare the historic resource analysis. Mitch’s responsibilities include architectural and historical evaluation reports, including CEQA and Section 106 analyses, National Register of Historic Places nominations and State Historic Landmarks nominations, environmental impacts assessments, and impact mitigation programs. With more than 28 years of experience in historic resources and preservation, Mitch has directed the production of maps, graphics and computer databases and geographic information systems, and has designed and conducted urban and rural historic resources surveys. Working as a project manager in prior project experience, Mitch functioned as the Executive Director of California’s first downtown revitalization project and conducted in association with the National Main Center of the National Trust for Historic Preservation. He has worked with Rincon for the past 11 years performing all Section 106 historic resource evaluations for the Los Angeles County Community Development Commission’s CDBG program.

8.0 SCHEDULE AND TIMELINE

The following is a list of deliverable products that will be provided for each of the CEQA compliance scenarios. Our proposed schedule will complete the environmental review process faster than the schedules outlined in the City’s RFP, though the timeframes for individual components of the process are somewhat different than those suggested by the City. Based on our experience, preparing the required technical studies early in the process rather than in conjunction with the Draft EIR will better facilitate a decision regarding the type of document that will be needed and streamline the overall process. Thus, preparation of the Administrative Draft IS (including technical studies) will take somewhat longer than what is outlined in the RFP, though the Draft IS-MND or Draft EIR can be completed much more quickly than suggested in the RFP.

Assuming three weeks for City review of draft work products, we believe that the IS-MND process can be completed in about 7-8 months. Based on the same assumption, we believe that the EIR process can be completed within about 10-12 months. Thus, assuming an early July kickoff, the IS-MND process could be completed in February or March of 2010 while the EIR process could be completed in 2010 (between about May and June).

IS-MND Scenario

1. **Kickoff Meeting.** Rincon will arrange and manage a project kickoff meeting within ten working days of receipt of notice to proceed. Within one week of the kickoff meeting, Rincon will provide a summary of the meeting proceedings.

2. **Administrative Draft IS.** Five (5) copies of the Administrative Draft IS (including technical studies) will be provided within ten weeks of authorization and receipt of all completed site plans, grading plans, landscape plans, technical studies, and other relevant project-related materials.
3. **Draft IS-MND.** Twenty-six (26) hard copies and one CD copy with MS Word and PDF documents of the Draft IS-MND will be provided within three weeks of receipt of City comments on the Administrative Draft IS.

4. **Final IS-MND.** Draft responses to comments on the Draft IS-MND will be provided for City review within three weeks of receipt of all comment letters. Five (5) copies of the Final IS-MND and one CD copy with MS Word and PDF documents will be provided in the form of a single document that includes the Final IS-MND text, responses to comments, and the MMRP within two weeks of receipt of City comments on the draft responses to comments.

**Preferred Option EIR Scenario and No Preferred Option Alternatives EIR Scenario**

1. **Kickoff Meeting.** Rincon will arrange and manage a project kickoff meeting within ten days of receipt of notice to proceed. Within one week of the kickoff meeting, Rincon will provide a summary of the meeting proceedings.

2. **Administrative Draft IS.** Five (5) copies of the Administrative Draft IS (including technical studies) will be provided within ten weeks of authorization and receipt of all completed site plans, grading plans, landscape plans, technical studies, and other relevant project-related materials.

3. **Final IS/NOP.** The Final IS/NOP will be circulated to the State Clearinghouse and responsible agencies within two weeks of receipt of City comments on the Administrative Draft IS.

4. **Scoping Meeting.** Rincon will conduct the scoping meeting within the 30-day NOP period.

5. **Administrative Draft EIR.** Five (5) copies of the Administrative Draft EIR will be delivered within six weeks of the release of the IS/NOP.

6. **Draft EIR.** Twenty-six (26) hard copies and one CD copy with MS Word and PDF documents of the Draft EIR will be delivered within three weeks of receipt of City comments on the Administrative Draft EIR. If review of additional versions of the Administrative Draft EIR is required, Rincon will respond to comments on subsequent versions within one week.

7. **Final EIR.** Draft responses to comments on the Draft EIR will be provided for City review within three weeks of receipt of all comment letters. The Final EIR will consist of the responses to comments, corrections to the Draft EIR, and the MMRP. We will submit five (5) copies and one CD of the Final EIR within two weeks of receipt of all comments on the Draft EIR.

**9.0 PROGRAM MONITORING**

Rincon principals and senior staff involved in this project have served as technical experts in the planning and environmental industry and have been so recognized through professional awards. Our reputation stems from the ongoing quality control procedures we have established as part of our practice. We participate in ongoing training and practice peer review
of our project work. In addition, we hold regular internal consultant team meetings to review major phases of each project.

We practice the following techniques to ensure quality and responsiveness:

- Regular and open communication with the City's Project Manager and staff to facilitate mutual understanding of assumptions and decisions made, typically including weekly status reports (either telephone or email)
- Ongoing quality control that includes Principal-level review of all work products
- An interactive planning process with ample opportunity for product review by the City

Most of our planning and environmental studies are performed by teams of specialists within short time frames characterized by intensive activity. With this background and training, our professionals are acutely aware of schedule and cost control, thus facilitating the timely and cost effective completion of projects within the desired budget.

10.0 CITY RESOURCES

Rincon Consultants and its subcontractors will handle all technical aspects of the CEQA work program. The only support we will require of City staff will consist of:

- Providing responses to technical questions regarding City services and facilities
- Providing guidance with respect to distribution of work products to be circulated for public and agency review
- Review of internal draft documents to ensure their accuracy and that they meet City standards

11.0 SUBCONSULTANTS

Rincon has retained two subconsultants for this assignment:

- Kimley-Horn Associates to prepare the traffic and parking analysis
- San Buenaventura Research Associates to prepare the cultural resource analysis

Both firms are described below.

**Kimley-Horn Associates**

Kimley-Horn Associates is an award-winning transportation engineering and planning firm with over 1,000 employees in 41 offices nationwide, including offices in Orange, Long Beach, and Los Angeles. Because traffic engineering and transportation planning have been the focus of Kimley-Horn’s practice for over 30 years, the firm has the hands-on experience, qualified personnel, and technical resources to meet the needs of the City of El Segundo. Kimley-Horn recognizes the need to respond with sensitivity to local issues, while making sound engineering decisions and recommendations.
Kimley-Horn was founded by experts in traffic engineering and transportation planning, and these disciplines continue to be at the cornerstone of our practice. Kimley-Horn staff has provided a wide range of transportation and traffic services to hundreds of municipalities, counties, and states. Their range of services includes traffic impact analyses, urban and regional transportation planning, traffic signal warrant studies, traffic signal system design and implementation, signal synchronization, signing/striping and traffic control plans, neighborhood traffic management, and seeking innovative programs to obtain financing for transportation improvements.

Transportation planning is a specialty at Kimley-Horn. Key members of their staff have performed Transportation Planning and Traffic Engineering services for Cities throughout Southern California. Kimley-Horn has the capacity to examine alternatives and present those alternatives to the public or to City decision-makers. They have, in-house, the full range of transportation disciplines to address the needs of the project, including:

- Traffic engineering and operations
- Transportation planning
- Traffic modeling
- Neighborhood traffic studies and local street plans
- Parking studies, including specialized neighborhood permit parking programs
- Transit and Alternative Travel Mode
- Intelligent Transportation Systems
- Pedestrian and bicycle considerations

San Buenaventura Research Associates

Founded in 1980, San Buenaventura Research Associates (SBRA) is an historic resources consulting firm specializing in the production of historic resources evaluations for compliance with state and federal environmental requirements, and the production of historic property surveys and documents to support historic preservation planning efforts. SBRA provides qualified Historian and Architectural Historian services, in accordance with National Park Service guidelines. SBRA is listed in the Register of Professional Historians. SBRA is a registered woman owned business (Caltrans WBE file no. 91H012368). Over the past 28 years, SBRA has completed over 100 historic resources investigations in connection with a wide variety of public and private sector projects within California, Nevada and Arizona. These reports include the development of historic context statements, architectural descriptions, site-specific developmental histories, evaluations of significance according to National Register of Historic Places and local criteria, determinations of project impacts, production of mitigation programs and historic sites documentation. One such historic resources mitigation project was honored with a merit award from the Southern California Chapter of the American Planning Association. The firm has produced in excess of 4,000 Section 106 evaluations.
12.0 CONSULTANT CAPABILITY AND REFERENCES

12.1 RELEVANT EXPERIENCE

Rincon has prepared CEQA environmental documents on many recreational facilities as well as on projects in residential and industrial sites. We have prepared reports for the cities of Santa Monica, Beverly Hills, Los Angeles, Long Beach, Malibu, Burbank, and Pasadena; all characteristically similar to the City of El Segundo. Some of our team’s experience most relevant to the Aquatics Site Feasibility Study is described below.

Rincon Consultants, Inc.

San Buenaventura State Beach Facilities Development Plan and CEQA Documentation
California Department of Parks and Recreation

Rincon worked as the environmental planning team lead in the development of a Facilities Development Plan for a State Beach facility in Ventura, California. The park unit is an active day use facility, with ocean beaches, sand dune habitat, extensive picnic and day use grounds, and a linear multi-purpose trail facility. The Facility Development Plan addresses a range of park planning issues, including a changing user-group base and a need to better integrate a regional facility with the adjacent neighborhood. Rincon prepared key components of a dune restoration mitigation program, which includes limiting fencing, interpretive signage, and redirected pedestrian trails from the day use area to the beach. Following plan development, Rincon prepared and processed an IS-MND for the proposed Master Plan.

Palisades Bluffs Improvements Project IS-MND
City of Santa Monica

Rincon prepared an IS-MND studying the effects of proposed techniques to improve the stability of the Bluffs and Palisades Park. The project involved a variety of specific methods to improve overall bluffs stability and safety, and stabilize the bluff rim, bluff face, and bluff toe. Key environmental issues included changes in the aesthetic character of the bluffs, slope stability, and temporary disruption of traffic and park access.

Malibu Community Park Initial Study
City of Malibu

Rincon prepared an Initial Study on a proposed 24-acre community park in the City of Malibu in conjunction with a City grant proposal for park funding. The community park is to comprise 12 acres of the site, while 12 acres would be left in its native condition. The new park facility would replace an existing 10-acre park, which is located adjacent to the western boundary of the site and would be returned back to the State of California Department of Parks upon completion of the new City park. Key
Initial Study issues included biological resources, hydrology, geologic stability, and parking availability. The Initial Study concluded that a Mitigated Negative Declaration could be processed for CEQA compliance.

**Trancas Community Park EIR**  
*City of Malibu*

Rincon prepared an EIR for an approximately 13.5-acre community park project on four undeveloped, residentially zoned lots at the west end of the Malibu West residential subdivision. The proposed park would include a multi-use sports field as well as a picnic and dog park area. In addition, it includes restrooms, storage and staff office building, and parking areas. Key issues have included traffic and circulation, hydrology and drainage, neighborhood impacts, public service impacts and construction effects.

**Surfers Point Managed Shoreline Retreat Project EIR/EA**  
*City of San Buenaventura*

Rincon prepared an EIR for the proposed Surfers Point Managed Shoreline Retreat project, which involved a plan for the restoration of an 1,800 foot stretch of beach and relocation of an erosion-damaged shorefront bike path about 65 feet inland. The managed shoreline retreat plan was the result of a collaborative effort among the City of Ventura, 31st Agricultural District, California Coastal Commission, and local interest groups to find an acceptable approach to addressing shoreline erosion problems at Surfers Point. The EIR was an 'alternatives style' document that examined a range of possible options for the design of the project. Key environmental concerns included impacts to coastal geologic processes, marine and terrestrial biological resources, and coastal access and recreation.

**Promenade Stairs and Seawall Restoration Project IS/ND**  
*City of San Buenaventura*

Rincon completed an Initial Study and Negative Declaration for the proposed improvements to the City of San Buenaventura Beach Promenade and Seawall project. The improvement program was designed to address damage and deterioration of the structure that had occurred since its initial construction in 1970. Key features of the program included replacement of deteriorated concrete, extension of the toe wall to prevent undermining of the structure, rehabilitation of the existing revetment to restore its ability to provide storm protection, lateral stability and foundation support, and relocation of damage to beach access stairs. Key issues addressed in the MND included intertidal and subtidal biological resources, geological hazards, construction effects, and water resources.

**Seaside Park Master Plan MND**  
*Main Street Architects/Ventura County Fair Board, State of California, 31st District Agricultural Association*

Rincon worked along with Main Street Architects during their development of the Seaside Park Master Plan to analyze the physical environmental effects associated with implementing the
Master Plan in an MND. The Master Plan included infrastructure upgrades, structure revitalization, and reorganization of the assemblage of structures, parking, landscaping and circulation. The objective of the Master Plan is to create a guiding plan for Seaside Park that promotes the year-round use and public enjoyment of the park property in ways that compliment, support and benefit the annual Ventura County Fair event and the cultural heritage it represents. Key environmental issues included historic resources and hazards and hazardous materials.

Goleta Beach Master Plan EIR
Chambers Group/County of Santa Barbara Parks and Recreation

Rincon was part of a team to prepare an EIR for the Goleta Beach Master Plan update. Specifically, Rincon prepared biology, traffic, and alternatives analysis sections of a comprehensive EIR that examined full buildout of Goleta Beach. Future development plans included several options for stabilizing the beach including a managed shoreline retreat alternative, pier extension and widening, a subsurface break wall, full beach retreat, nourishment with full revetment, as well as a groin and other alternatives. Key issues included shoreline erosion and stabilization measure effectiveness, utility and service system protection, temporary construction impacts, impacts to recreational activities, impacts to sensitive species.

The Annenberg Project at Lower Point Vicente
City of Rancho Palos Verdes

Rincon has been retained to prepare an EIR for an animal shelter and visitor center on a bluffs-top property near Rancho Palos Verdes City Hall. The project includes approximately 100,000 square feet of indoor and outdoor exhibit space. The primary project environmental issues are traffic, parking, visual impacts and hazards/hazardous materials.

East-West Ranch Public Access and Resource Management Plan
Cambria Community Services District and RRM Design Group

Rincon prepared the CEQA documentation and environmental constraints analysis for the East-West Ranch Public Access and Resource Management Plan, which guides the long-term use of this large and valuable open space parcel along the Pacific coast in the community of Cambria. Specifically, we evaluated the biological, land use, and cultural resource constraints of the site, and recommended management techniques to preserve the key resources while allowing public access. The Management Plan responds to a multi-agency effort to preserve the site for public access, and included a two-year public participation effort.

Santa Monica Pier Access EIR/EA
City of Santa Monica

Rincon prepared an EIR and Environmental Assessment (EA) studying proposed improvements to the access systems to the Santa Monica Pier from the parking lot below and from the Colorado Boulevard main entrance. The NEPA document was required because some of the funding was to be provided by the Federal Emergency Management Agency (FEMA).
The EIR/EA addresses two primary access programs as well as seven alternatives. The alternatives addressed substitute ramp locations, alternative sidewalk configurations, and the construction of a pedestrian-only bridge. Key issues included traffic and circulation (including pedestrian movement), parking, cultural resources (historic) and aesthetics.

**415 Pacific Coast Highway Site Reuse EIR/EA**
*City of Santa Monica*

Rincon prepared an EIR for the proposed reuse of a 4.91-acre site located at 415 Pacific Coast Highway on Santa Monica State Beach. The proposed development involved the reuse of the historic Marion Davies Estate. The City has grants from the State Parks system as well as a major private donor to restore the site to its historic beachfront club use with a combination of public recreation components and a revenue-generating banquet and center. The EIR provided a comprehensive analysis of the proposed project, cumulative development that is envisioned for the project area, and alternatives to the subject project. The document focused on 9 key issues including traffic and circulation, geology and soils, air quality, hydrology and water quality, noise, cultural resources, aesthetics, construction effects, and neighborhood effects.

**California Lutheran University Community Pool Noise Study**
*City of Thousand Oaks*

Rincon prepared a noise study for a proposed community pool at California Lutheran University. The site of the proposed pool was adjacent to residential areas. The purpose of the study was to determine whether operation of the pool would generate noise exceeding City Noise Element standards. Measurements were taken at the site and at an existing similar facility in a nearby community to determine noise levels likely to occur at the proposed facility.

**Kimley-Horn Associates**

**City of El Segundo Circulation Element / General Plan Update**
*City of El Segundo*

Kimley-Horn staff provided transportation planning services for the update of the City's Circulation Element. The primary focus of the effort was to update the future traffic projections using a sub-area model based on the Southern California Association of Governments regional modal. Kimley-Horn refined the regional model to, first reflect the current local street system and land uses, and also to reflect revised land use plans for ultimate build-out of the city as well as surrounding cities. The analysis evaluated varying densities of development in the downtown area, and provided technical analysis of a number of network alternatives, including converting Douglas and Nash Streets from a one-way couplet back to conventional two-way streets. All analyses and recommendations associated with the Circulation Element were developed consistent with the policies of all appropriate regional agencies and programs,
including the Los Angeles County Metropolitan Transportation Authority (LACMTA), the South Coast Air Quality Management District (SCAQMD), and the California Department of Transportation (Caltrans).

**Numerous Traffic and Parking Studies in the City of El Segundo**

*Various Clients*

Kimley-Horn Associates has prepared numerous traffic and parking studies in the City of El Segundo, including the Aloft Hotel, Equinix Data Center, Nash Data Center, and the Boeing Selby Block expansion project. In each case, the traffic studies addressed the project impacts on the surrounding street system, and incorporated traffic impacts of Cumulative Projects in both the Cities of El Segundo and Manhattan Beach.

**Traffic and Parking Study for South County Courthouse and Civic Center/Library Complex**

*City of Laguna Niguel*

Kimley-Horn prepared the traffic impact and parking analysis for the Environmental Impact Report (EIR) for the South County Courthouse Expansion project in the City of Laguna Niguel. The project was located on the site of the existing South County Courthouse, at the intersection of Alicia Parkway and Crown Valley Parkway in the City of Laguna Niguel. The project site contained the existing courthouse, which had four courtrooms; and the Laguna Niguel branch library. The proposed project had four components:

1. **Courthouse**: Expansion of the existing courthouse to provide 14 new courtrooms and re-use of the existing four courtrooms, for a total of 18 courtrooms when the project is complete.
2. **City Hall**: Relocation of the City of Laguna Niguel City Hall facilities from its current location in an industrial office park at La Paz Road and Shelley Road to a new 40,000 square-foot building on the project site.
3. **Library**: Expansion of the existing Laguna Niguel Library to provide an additional 3,050 square feet.
4. **Office**: Construction of a new 61,000-square-foot office building on the project site.

The traffic study provided analysis of 25 intersections, and included a lunchtime analysis and a detailed analysis of pedestrian traffic at selected intersections, to address the impact of juror activity for the expanded courthouse. The study also included a parking analysis to evaluate the adequacy of the proposed parking supply for the site.

**San Buenaventura Research Associates**

**Coral Casino EIR**

*County of Santa Barbara*

SBRA provided direct support to the County of Santa Barbara on the completion of an environmental analysis in connection with new construction related to a designated County Landmark, a private club and pool constructed in Montecito in 1937. The analysis required an extensive discussion of the project’s impacts in terms of the Secretary of the Interior’s Standards for Rehabilitation as well as the development of a mitigation program, the analysis of project...
alternatives, and responding to extensive and detailed public comment. [County of Santa Barbara, CA, 2005]

**Cabrillo Beach Bathhouse**  
*Port of Los Angeles*

SBRA evaluated the historical significance and eligibility of the Cabrillo Beach Bathhouse, a public pool facility constructed in San Pedro in 1932, as part of a comprehensive intensive-level historic resources survey of the Port of Los Angeles. [Port of Los Angeles, 1996]

### 12.2 REFERENCES

Rincon is proud of its reputation as a leader in the CEQA environmental review industry. We invite you to contact any of the individuals listed below regarding our qualifications, skills, and project management.

- **Vince Bertoni, AICP**  
  Assistant Director  
  City Planning Department  
  City of Los Angeles  
  213-978-1272  
  vince.bertoni@lacity.org

- **Susan Healy-Keene, AICP**  
  Director  
  Community Development Dept.  
  City of West Hollywood  
  323-848-6400  
  shkeene@weho.org

- **Craig Chalfant**  
  Environmental Review Project Manager  
  Comprehensive Planning Division  
  Long Beach Development Services  
  562-570-6368  
  craig.chalfant@longbeach.gov

- **Donald Dean**  
  Environmental Officer  
  County of Los Angeles  
  323-890-7186  
  donald.dean@lacdc.org

- **Andy Agle**  
  Director  
  Housing and Economic Development Department  
  City of Santa Monica  
  310-458-8341  
  andy.agle@smgov.net

- **David Reyes**  
  Principal Planner  
  Planning Department  
  City of Beverly Hills  
  310/285-1123  
  dreyes@beverlyhills.org

- **Tom Bartlett, AICP**  
  Community Development Director  
  City of Calabasas  
  818-878-4225  
  tbartlett@ci.calabasas.ca.us

- **Allison Cook**  
  Senior Planner  
  City of Agoura Hills  
  818-597-7310  
  acook@ci.agoura-hills.ca.us

### 13.0 ALTERNATIVE PROPOSALS

We have not prepared any alternative proposals for the project. However, as discussed in sections 3.0, 4.0, and 5.0, we have provided work scopes for either an IS-MND or an EIR.
14.0 CONFLICT OF INTEREST

Neither Rincon Consultants, Inc. nor any of our proposed subconsultants have any conflicts of interest with respect to the proposed Aquatics Site.
City of El Segundo Required Form

rincon
CITY OF EL SEGUNDO

REQUEST FOR PROPOSAL

PROPOSAL # 09-12

PROPOSALS ARE DUE: NOT LATER THAN 5:00 P.M. Monday, June 8, 2009.

The City of El Segundo invites sealed proposals for: Aquatics Site Feasibility Study CEQA Review

The City of El Segundo is seeking proposals from qualified firms to provide consulting services.

1. Return original of Proposal to:

   City of El Segundo
   City Clerk
   350 Main Street
   El Segundo, CA  90245

2. Proposer must honor proposal prices for sixty (60) days.

3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.

5. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Rincon Consultants, Inc

Company
Stephen Svote, AICP

Name (Print)
805-641-1000

Company Phone No.

790 E. Santa Clara St, Ventura, CA 93001

Address

Signature
President

Title of Person Signing Bid
STEPHEN M. SVETE, AICP
President, Planning Services
Rincon Consultants, Inc.

Stephen Svete is a founding principal of Rincon Consultants, and has served as the firm's President since 2000. He is one of the Principals-in-Charge of the Planning Services group. In this capacity, he oversees a wide range of urban planning and land use studies, as well as community involvement and environmental analysis work. He has directed successful environmental and planning projects ranging from focused inner city corridor revitalization studies, to citywide general plans, to annexation studies in rural areas throughout California. In recent years, Mr. Svete has developed an expertise in the area of alternative transportation and open space systems. He is a noted planning commentator, and for 11 years served as Contributing Editor to California Planning & Development Report. Mr. Svete regularly lectures on urban planning issues at universities in California.

TECHNICAL CAPABILITIES

- Mr. Svete serves as Principal-in-Charge for a range of environmental and planning studies involving land and infrastructure development, urban redevelopment, and alternative transportation studies. He is an expert in analyzing the implications of large-scale plans for districts, cities, and regions.

- Mr. Svete possesses a thorough familiarity with California planning law and CEQA/NEPA compliance. He is proficient in formatting environmental documents that effectively communicate to decision-makers and the public.

- Mr. Svete lectures on General Plans, Master EIRs, and Transportation at the University of California, Santa Barbara, Department of Environmental Studies and UCSB Extension.

- Mr. Svete work has received awards from the American Institute of Certified Planners for Housing the Homeless in Los Angeles County: A Guide To Action (1986); the American Planning Association for the study Blosser-Southeast: a Comparative Evaluation of Conventional vs. Neotraditional Development(1993); the APA for the City of Santa Maria Sphere of Influence and Concurrent Annexation Study (Comprehensive Planning, 1994); and the APA for the City of Paso Robles General Plan (Comprehensive Planning, 2004).

EDUCATION, REGISTRATIONS AND AFFILIATIONS

M.A., Architecture and Urban Planning, UCLA Graduate School of Architecture and Urban Planning, Los Angeles
B.A., Geography, University of California, Riverside
D.E.U.G., Université Paul Valéry, Montpellier, France
American Institute of Certified Planners (#6943)
American Planning Association
Completed: Senior Project Management, American Management Association
President, Ventura Hillsides Conservancy
Member, California State University Channel Islands Campus Planning Committee

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (1994 through present)
Fugro West, Inc. (1988 through 1994)
Enivcom Corporation (1986 through 1988)
PROJECT EXPERIENCE

General Plans and Elements
- City of Calabasas General Plan
- City of Ventura General Plan
- City of Paso Robles General Plan
- City of Santa Paula General Plan and EIR
- City of Thousand Oaks Safety Element
- City of Santa Monica Circulation Element EIR
- City of San Bernardino General Plan
- City of Santa Maria Sphere of Influence and Concurrent Annexation Study
- City of San Luis Obispo Land Use/Circulation Elements EIR

Specific Plans
- California State University Channel Islands Specific Reuse Plan, CSU Office of the Chancellor
- Chandler Ranch Specific Plan, City of Paso Robles
- Santa Monica Civic Center Specific Plan
- Malibu Civic Center Specific Plan, County of Los Angeles
- Ventura Boulevard Specific Plan, City of Los Angeles

Urban and Mixed Use Development
- Dalidio Annexation/San Luis Marketplace EIR, City of San Luis Obispo
- Sony Pictures Studios Comprehensive Plan EIR, City of Culver City
- AMGEN Center Specific Plan EIR, City of Thousand Oaks
- Hunters Green Golf Course and Development EIR, City of Santa Clarita
- Oxnard Redevelopment Project Initial Study, Oxnard Redevelopment Agency

Public Facilities and Infrastructure
- City of Santa Monica Bicycle Master Plan EIR
- City of Ojai Bicycle and Pedestrian Master Plan
- Santa Clara River Trail EIR, City of Santa Clarita
- VCMC Expansion EIR, County of Ventura Public Works Agency
- Channel Island Harbor Public Facilities Plan Amendments, County of Ventura General Services Agency

PUBLICATIONS

"Farmland Disappears: Does Williamson Act Prevent, or Track Loss?", January 15, 1995. Bakersfield Californian, Bakersfield, California
"Is Metrolink More Than an Insurance Policy Against Disaster?" with William Fulton, February 13, 1994, Los Angeles Times, Los Angeles, California
"Is Gold Again Filling Coffers of Golden State Retailers?", November 28, 1994, California Public Finance, Sacramento, California
ABE LEIDER, AICP
Senior Planner
Rincon Consultants, Inc.

Mr. Leider is a senior planner for Rincon’s Environmental Sciences and Planning group. He is responsible for management and preparation of planning and environmental documents and specialized technical studies. Mr. Leider has over 11 years of experience in the planning field and has managed or primarily authored successful planning and environmental documents on subjects ranging from regional resource management and land use regulation to complex public and private development projects.

TECHNICAL CAPABILITIES

- Mr. Leider has managed or prepared numerous CEQA environmental documents and is proficient at interpreting state and federal planning and environmental regulations and guidelines as well as developing thorough and clear environmental documentation.
- Mr. Leider is experienced at providing professional contract planning support in all facets of the project review and permitting process to small, mid-sized and large jurisdictions throughout Southern California.
- Mr. Leider has prepared informational and technical reports on a range of planning and environmental topics, including general land use trends, agriculture, biology and aesthetics/visual resources.
- Mr. Leider is a skilled public presenter, having presented government programs and private development projects to the public at large and to elected and appointed officials at public hearings, and provided professional presentations at land use symposia and conferences around California.

EDUCATION

B.A., English and Environmental Studies, University of California at Santa Barbara (UCSB)
Professional Certificate in Land Use and Environmental Planning, UCSB Extension
American Institute of Certified Planners

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2005 - present)
Santa Barbara County Planning and Development Department (1997 - 2005)
Center for Urban Agriculture at Fairview Gardens, Goleta, California (1995 - 1997)

SELECTED PROJECT EXPERIENCE

CEQA and NEPA Compliance
- City of Los Angeles Central City Community Plan EIR
- Long Beach Press-Telegram Towers EIR
- Carpinteria Lagunitas Mixed-Use Project EIR
- County of Santa Barbara Oak Protection Program EIR
- Numerous CEQA Exemptions and Negative Declarations for both routine and complex public and private development and infrastructure projects
- Review and Comment on California Department of Transportation (Caltrans) NEPA and CEQA documents for coastal projects in County of Santa Barbara jurisdiction

**General Plans and Ordinances**
- Agricultural Element Implementation, County of Santa Barbara
- Oak Protection Program Development and Adoption, County of Santa Barbara
- Farmland Security Zone Program Adoption and Implementation, County of Santa Barbara
- Open Space Assessment, County of Santa Barbara
- The Grove and Saticoy Gateway Specific Plans, City of Ventura

**Public Facilities and Infrastructure**
- Gaviota Bridge project permitting, County of Santa Barbara Public Works/California State Parks
- Rincon Creek Bridge Replacements and Highway 150 Realignment project permitting, County of Santa Barbara/Caltrans
- Serena Park Soundwall project permitting, Santa Barbara/Caltrans

**Contract Planning**
- Subdivision Cases Backlog Reduction, City of Los Angeles
- Major Projects, City of Ojai

**PUBLICATIONS/PROFESSIONAL PRESENTATIONS**

*Urban Agriculture in the Goleta Valley, County of Santa Barbara, August 2002.
Status Of Agricultural Land Use, County of Santa Barbara, April 1999.
WALTER HAMANN, PG, CEG, CHG, REA II  
Vice President, Environmental and Geological Services  
Rincon Consultants, Inc.

Mr. Hamann is a founding partner and the principal environmental geologist at Rincon. In this capacity, he is responsible for all aspects of project management, including proposal preparation, client contact, supervising staff, final report preparation or review, and budget. His extensive experience includes assessment and remediation of contaminated sites, chlorinated solvent remediation design and implementation, all aspects of underground storage tank assessment and remediation, modeling for seismic risk and ground shaking, fault rupture potential, Phase I site assessments, and as an expert witness for hazardous waste sites.

TECHNICAL CAPABILITIES

- Mr. Hamann has extensive experience with underground tank sites. This underground tank experience ranges from being onsite for over 500 tank removals, assessing hundreds of tank sites, remediating numerous tank sites, post remediation monitoring, and meeting with regulators on behalf of the responsible parties. His tank experience includes gasoline, diesel, waste oil, unused motor oil, and solvent tank storage systems.
- Mr. Hamann has designed and implemented soil and groundwater remediation programs. These projects have included air sparging/soil vapor extraction, enhanced bioremediation, and soil vapor extraction.
- Mr. Hamann has been designated as an expert in matters of underground fuel storage tank and chlorinated solvent related contaminants. He has provided in-court testimony for both plaintiffs and defendants related to underground tank related issues.
- Mr. Hamann has completed seismic ground acceleration modeling for sites worldwide, including: California, Indonesia, Saudi Arabia, New Zealand, Trinidad, China, and Croatia.
- Mr. Hamann has extensive experience in the characterization and remediation of oilfield contaminated sites. He has completed oil field audits for sites in California, Venezuela, Ecuador, and Mexico.
- Mr. Hamann has experience in the preparation of geology, seismic, and contamination related sections of EIRs.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

B.A., Geological Sciences, University of California, Santa Barbara  
M.S., Geology, University of California, Los Angeles  
Professional Geologist, California (#4742)  
Certified Engineering Geologist, California (#1635)  
Certified Hydrogeologist, California (#208)  
Registered Environmental Assessor, California (REA I: #02285; REA II: #20063)  
American Institute of Professional Geologists, Registered Professional Geologist  
Registered Geologist in Alaska, Arizona, Idaho, and Oregon

EMPLOYMENT HISTORY

Rincon Consultants, Inc.  (1994 to present)  
Fugro West, Inc.  (1987 through 1994)
Environpro, Inc. (1986 through 1987)
ESSO Exploration, an Exxon Company (1985 through 1986)

PROJECT EXPERIENCE

Remediation Projects
- EPA Superfund site, chlorinated solvents in soil and groundwater, soil vapor extraction
- Dry cleaners, air sparging and soil vapor extraction for chlorinated solvents, multiple sites
- Gasoline service stations, soil excavation, soil vapor extraction, free phase recovery, multiple sites
- Military installation, Santa Cruz Island, enhanced bioremediation of fuel hydrocarbons
- Excavation and offsite disposal of fuel, pesticides, and heavy metals, multiple sites
- Free-phase cutting oil recovery, manufacturing site

Underground Fuel Storage Tanks
- Shell Oil Company and Exxon USA account manager, sites throughout California
- Individual sites throughout Los Angeles, Ventura, Santa Barbara, and Orange Counties
- Experience in gasoline, diesel, waste oil, fresh oil, and solvent tanks

Oil Field Assessments
- Texaco, Oriente Province, Ecuador; Maxus Energy, Quirique Field, Venezuela; Amoco, La Brea Field, Trinidad
- Nuevo Energy/Torch Operating Company, Ventura and Santa Barbara Counties
- Seneca Resources, Kern County
- Unocal, multiple sites, Santa Barbara County
- Stocker Resources, Los Angeles, Santa Barbara offshore, and San Luis Obispo Counties

Environmental Impact Reports
- Ahmanson Ranch, Ventura County
- Santa Monica Civic Center, Santa Monica
- CSU Channel Islands, Ventura County
- Playa Vista, Los Angeles

Site Assessments
- Former US Air Force base, Camarillo, California
- 80-acre downtown Los Angeles property, Los Angeles, California

School Sites
- School Assessments or PEAs for Irvine, Santa Ana, Ventura, Ceres, and Saugus school districts

Expert Witness/Litigation Support
- Charnock MTBE Superfund site responsible party, Culver City, California
- Burbank-Glendale US EPA Superfund area designated expert
- Solvent and nickel contaminated property, Torrance
- Contamination in a municipal water supply well, Norwalk

PUBLICATIONS

SEAN WAZLAW
Associate Environmental Planner
Rincon Consultants, Inc.

Sean Wazlaw is an associate planner at Rincon Consultants. In this capacity, he is involved in a wide range of urban planning and land use studies, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. He has managed and contributed to successful environmental and planning projects ranging from focused inner-city redevelopment studies, to recreational expansion projects, to affordable housing projects throughout California. Mr. Wazlaw has developed a focus in the area of urban planning, noise and air quality issues and water supply studies.

TECHNICAL CAPABILITIES

- Experienced in a range of environmental and planning studies involving land and infrastructure development, urban redevelopment, and resource allocation studies.
- Thorough familiarity with California planning law and CEQA/NEPA compliance.
- Proficient in formatting environmental documents that communicate effectively to decision-makers and the public, and assist in achieving identified planning objectives.
- Prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, wastewater generation and water supply.
- Skilled public presenter, having conducted community meetings and provided environmental expertise at public hearings.

EDUCATION

B.S., Natural Resources and Conservation, University of Maine, Orono
B.A., Spanish, University of Maine, Orono

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2005 through present)
American Field Service (2004 through 2005)

SELECTED PROJECT EXPERIENCE

Urban Development

- The Oaks Mall Renovation/Expansion EIR, City of Thousand Oaks
- 160 West Olive Avenue Mixed-Use Project IS/MND, City of Burbank
- Step Up on Fifth EA, City of Santa Monica
- Housing Element Action Phase EIR, County of Santa Barbara
- Village Specific Plan EIR, City of Oxnard
- 1419 19th Street Best Western Hotel Annex IS/MND, City of Santa Monica
- Beverly Hills Gateway Project EIR, City of Beverly Hills
- Santa Paula Air Park Specific Plan and IS/MND, City of Santa Paula
- Agoura Hills Business Park IS/MND, City of Agoura Hills
- Liberty Canyon Office Expansion Project IS/MND, City of Agoura Hills
- Sunset Plaza Expansion Project EIR, City of West Hollywood
- 8497-8499 Sunset Boulevard Mixed Use Project EIR, City of West Hollywood
  - 1639 11th Street Artist Studios EIR, City of Santa Monica

Public Facilities and Infrastructure

- Olivas Park Drive Waterline IS/MND, City of Ventura
- Fillmore Community Pool EA, City of Fillmore
- Santa Clarita Sports Complex Expansion IS/MND, City of Santa Clarita
- Highway 126 Bike Path Gap Closure IS/MND, City of Ventura
- El Camino High School Expansion Project IS/MND, Ventura Unified School District
- Moorpark College Master Plan EIR, Ventura County Community College District
- Lake Piru Recreation Area Master Plan IS/MND, United Water Conservation District
- Calabasas General Plan and General Plan EIR, City of Calabasas
Serine A. Ciandella, AICP

Professional Credentials

- Bachelor of Science, Mass Communications, Syracuse University
- American Institute of Certified Planners (AICP)
- American Planning Association
- Institute of Transportation Engineers, Associate Member
- Orange County Traffic Engineering Council, Past President

Special Qualifications

- More than 24 years of experience in traffic modeling, transportation demand management, traffic impact analysis, and transit studies
- Experienced manager of demand modeling and forecasting for numerous transportation planning projects
- Extensive organizational and supervisory experience in complex data collection and analysis for transportation studies

Relevant Experience

City of El Segundo Circulation Element / General Plan Update -- El Segundo, California
Kimley-Horn staff provided transportation planning services for the update of the City's Circulation Element. The primary focus of the effort was to update the future traffic projections using a sub-area model based on the Southern California Association of Governments regional modal. Kimley-Horn refined the regional model to, first reflect the current local street system and land uses, and also to reflect revised land use plans for ultimate build-out of the city as well as surrounding cities. The analysis evaluated varying densities of development in the downtown area, and provided technical analysis of a number of network alternatives, including converting Douglas and Nash Streets from a one-way couplet back to conventional two-way streets. All analyses and recommendations associated with the Circulation Element were developed consistent with the policies of all appropriate regional agencies and programs, including the Los Angeles County Metropolitan Transportation Authority (LACMTA), the South Coast Air Quality Management District (SCAQMD), and the California Department of Transportation (Caltrans).

Circulation Element, General Plan Update and EIR - Cypress, Cypress, CA – Project Manager. Responsible for preparing the technical analyses to update the Circulation Element of the City's General Plan. We developed a traffic analysis model to incorporate the impacts of land use changes associated with several alternatives, including analysis required for incorporation into the circulation section of the EIR for the General Plan Update. Analysis and recommendations were developed to be consistent with policies of all appropriate regional agencies and programs, including OCTA, South Coast Air Quality Management District (SCAQMD), OCEMA, and the Orange County Congestion Management Program (CMP). Project also involved extensive interaction with the City's Planning Department, and the Public Works Department.

City of Glendora Circulation Element / General Plan Update, Glendora, CA – Kimley-Horn is currently involved in updating the Circulation Element for the City of Glendora General Plan Update and EIR. As part of the effort, the General Plan Update team has conducted an extensive series of community outreach efforts, to involve the citizens in shaping the document. The traffic and transportation analysis will evaluate the effects of build-out of vacant and under-utilized parcels throughout the City on the arterial street system,
and will consider the effects of development in adjoining cities. The effort will include updating the City's goals, objectives, and policies as they relate to city-wide and regional transportation needs.

**Circulation Element/General Plan Update, Cerritos, CA** – Project Manager, Kimley-Horn was a member of a consulting team to prepare the update to the Circulation Element for the City of Cerritos' General Plan update and EIR. A traffic analysis was completed following a data gathering and land use summary phase. Based on these analyses, Kimley-Horn recommended that the City create an additional roadway functional classification and reclassify some existing roadway segments. The study included special emphasis on the Performing Arts Center and as a major event destination with unique traffic peaking characteristics.

**Ridgeline Equestrian Estates – Orange, California**

Project Manager – As part of the Environmental Team, Kimley-Horn prepared the Traffic Impact Study for the Ridgeline Equestrian Estates development in the Orange Park Acres area of the City of Orange. The project proposed to replace the existing Ridgeline Country Club use with the 39-unit equestrian residential development. The Ridgeline Country Club use included a number of active community-oriented recreational facilities, including a golf course, several tennis courts, a swimming pool used by swim teams for practice and meets, and a banquet facility used for weddings and other party and meeting functions.

The traffic study addressed the impact of the residential project, compared to the traffic generated by the existing country club uses, and also addressed the impact of the proposed project on the movement of bicyclists, pedestrians, and equestrians throughout the project area.

**Traffic and Parking Study for South County Courthouse and Civic Center / Library Complex – Laguna Niguel**

Kimley-Horn prepared the traffic impact and parking analysis for the Environmental Impact Report (EIR) for the South County Courthouse Expansion project in the City of Laguna Niguel. The project was located on the site of the existing South County Courthouse, at the intersection of Alicia Parkway and Crown Valley Parkway in the City of Laguna Niguel.

The project site contained the existing courthouse, which had four courtrooms; and the Laguna Niguel branch library. The proposed project had four components:

1. **Courthouse:** Expansion of the existing courthouse to provide 14 new courtrooms and re-use of the existing four courtrooms, for a total of 18 courtrooms when the project is complete.
2. **City Hall:** Relocation of the City of Laguna Niguel City Hall facilities from its current location in an industrial office park at La Paz Road and Shelley Road to a new 40,000 square-foot building on the project site.
3. **Library:** Expansion of the existing Laguna Niguel Library to provide an additional 3,050 square feet.
4. **Office:** Construction of a new 61,000-square-foot office building on the project site

The traffic study provided analysis of 28 intersections, and included a lunchtime analysis and a detailed analysis of pedestrian traffic at selected intersections, to address the impact of juror activity for the expanded courthouse. The study also included a parking analysis to evaluate the adequacy of the proposed parking supply for the site.

**University Village / Orchard Park Specific Plan – Loma Linda, CA** – Project Manager, Kimley-Horn prepared the Traffic Impact Study for the joint University Village / Orchard Park mixed-use project in the City of Loma Linda. The traffic study was prepared in accordance with the San Bernardino Congestion
Management Program (CMP) requirements, and evaluated and identified project-related traffic impacts at 28 intersections, including several intersections in adjacent cities.

The project actually consisted of two Specific Plans, owned and planned by two separate owners, but located side-by-side in the eastern portion of the City of Loma Linda. The University Village Specific Plan consisted of a mixed-use development of 1,700 dwelling units and 172,000 square feet of commercial use on 170 acres. The Orchard Park Specific Plan consisted of over 960,000 square feet of neighborhood and regional commercial, and 1,260 dwelling units on 138 acres. On-site roadways were designed to be continuous across and through the two project sites, including a traffic circle located on the boundary between the two projects, so that half the circle was in University Village, and the other half was in Orchard Park. The two specific plan areas were studied and cleared environmentally in one document. The traffic study evaluated the traffic-related impacts of each of the Specific Plans individually, and then cumulatively. Mitigation responsibility was also quantified individually for each project.

Christ College (Concordia University) General Plan Amendment and Campus Master Plan, Irvine, CA – Project Manager. Kimley-Horn has provided transportation planning and traffic engineering services for the Christ College Irvine Master Plan Update campus (now known as Concordia University) since 1987. Along with evaluating the impact of building out the Campus Master Plan on internal campus property and converting outer parcels to residential tracts, Kimley-Horn efforts included a detailed campus-wide parking study, presentation of a parking management plan, preparation of an application for administrative relief for the campus master plan parking element, and adaptation of the Urban Land Institute (ULI) Shared Parking methodology to campus uses. Throughout the project, Kimley-Horn participated in an extensive community outreach program, to address the concerns of the adjacent residents, who were vigorously opposed to the project. Kimley-Horn attended numerous meetings and made presentations to a variety of community groups and Homeowners Associations, as well as public hearings of the Traffic Commission, Planning Commission, and City Council.

Maranatha High School Parking and Traffic Management Plan, Pasadena, CA – Project Manager. In response to resident concerns, Kimley-Horn helped the Maranatha High School develop a Traffic Management Plan (TMP) to reduce the school traffic impacts on the neighborhood streets surrounding its new school site. The included restricting student and parent drivers' direction of approach and departure to avoid school peak hour traffic on the most sensitive residential streets. The program defined on-site drop-off areas and one-way circulation to reduce congestion on the public street and in the parking lot, and to minimize delays for parents. A carpooling program with incentives and rideshare matching was also adopted by the school.

Irvine Business Complex (IBC) Shuttle, Irvine, CA – Project Manager. Kimley-Horn conducted a survey of potential shuttle users to determine the viability of establishing a shuttle service for the Irvine Business Complex (IBC) in the City of Irvine. The survey measured the level of interest for shuttle service amongst employees and residents of the IBC, MetroLink riders, and employers in the IBC. Kimley-Horn also designed two shuttle routes which serviced the primary employment centers in the IBC, John Wayne Airport, the Jamboree MetroLink station, and retail and restaurant centers in and near the IBC. The shuttle route design included a commute period routing and timing, and a separate route and timing for the lunchtime period. Kimley-Horn also performed research into the operational characteristics of various shuttle vehicles that could be deployed as part of the shuttle network, and identified potential funding that may be available from federal, state, and local sources for the capital and operating costs of the shuttle system. The IBC shuttle service was initiated in 2008.

Lakeshore Towers Parking Demand and Site Circulation Study, Irvine, CA – Project Manager. Kimley-Horn conducted a complex, data-intensive parking demand study for a 600,000-square-foot mixed-use development (office, health club, restaurant, and retail). The development is served by an 1,800-space, 7-
level parking structure, with card access for office employees, keypad access for valet, and ticket/pay access for visitors and customers. Kimley-Horn developed a data collection program that allowed us to identify the purpose, duration, and parking accumulation total for every vehicle parked in the structure, for every hour that the structure was in operation. Person-to-person surveys were conducted, with a delay of no greater than five seconds to the incoming parker, to determine purpose; and a numbered card system was used to determine parking duration. A spreadsheet was then developed to automate the data compilation process. As result of the analysis, a parking variance was obtained, and on-site circulation improvements were identified and are currently being implemented.
Stephen S. Chang, AICP

**Professional Credentials**
- Bachelor of Science, Urban and Regional Planning, Cal Poly Pomona, 2000
- American Institute of Certified Planners (AICP)
- American Planning Association

**Special Qualifications**
- 9 years of experience in traffic impact analysis, parking analysis, transportation demand management, and special studies.
- Extensive organizational and supervisory experience in complex traffic and parking data collection and analysis for transportation studies.
- Experienced in use of traffic analysis software, including Synchro, HCS, Traffix, ULI Shared Parking, and Excel.

**Relevant Experience**

**Numerous Traffic and Parking Studies in the City of El Segundo**

Managed numerous traffic and parking studies in the City of El Segundo, including the Aloft Hotel, Equinix Data Center, Nash Data Center, and the Boeing Selby Block expansion project. In each case, the traffic studies addressed the project impacts on the surrounding street system, and incorporated traffic impacts of Cumulative Projects in both the Cities of El Segundo and Manhattan Beach.

**Barstow Industrial Park – Barstow, California**

As part of the Environmental Team, Kimley-Horn is in the process of preparing the traffic impact study for the 15-million-square-foot Barstow Industrial Park in the City of Barstow. The traffic study is being prepared in accordance with the San Bernardino Congestion Management Program (CMP) requirements, and will evaluate project-related traffic impacts at all qualified study intersections.

The project consists of over 15 million square feet of hi-cube warehouse, distribution, and manufacturing buildings in the far western portion of the City of Barstow. The site is largely vacant and is located adjacent to the BNSF railroad line that connects the Southern California ports with destinations to the east. The project proposes a 75-acre transload facility adjacent to the rail line, and will also extend two rail spurs into the site to provide direct rail-to-warehouse service to several on-site buildings.

The trip generation estimates for the project will take into account the reduction in trips that this goods movement by rail, in lieu of movement by trucks, will offer. The study will identify the total number of project trips, as well as the passenger car equivalents (PCE's) to account for the effects of truck traffic. The study will include the planned grade separation project over the BNSF rail line immediately south of the project, and will identify the timing for off-site road improvements, based on proposed project phasing.
Ridgeline Equestrian Estates – Orange, California

As part of the Environmental Team, Kimley-Horn prepared the Traffic Impact Study for the Ridgeline Equestrian Estates development in the Orange Park Acres area of the City of Orange. The project proposed to replace the existing Ridgeline Country Club use with the 39-unit equestrian residential development. The Ridgeline Country Club use included a number of active community-oriented recreational facilities, including a golf course, several tennis courts, a swimming pool used by swim teams for practice and meets, and a banquet facility used for weddings and other party and meeting functions.

The traffic study addressed the impact of the residential project, compared to the traffic generated by the existing country club uses, and also addressed the impact of the proposed project on the movement of bicyclists, pedestrians, and equestrians throughout the project area.
Mitchel R. Stone
1328 Woodland Drive
Santa Paula, California 93060
805-525-1909
mitch@historicresources.com

Education
California State Polytechnic University, Pomona (B.S. Urban Planning, 1979)
University of California, Santa Barbara (Geography, graduate studies)
Illinois Institute of Technology, Chicago (Architecture)

Professional Experience

1989-present
San Buenaventura Research Associates, General Partner
Responsible for the preparation of architectural and historical evaluation reports, including CEQA and Section 106 analyses, National Register of Historic Places nominations and State Historic Landmarks nominations, environmental impacts assessments, and impact mitigation programs. Related duties include the production of maps, graphics and computer databases and geographic information systems, the designing and conducting urban and rural historic resources surveys, and general office management and finance.

1986-1989
City of Fillmore, California, City Planner
Responsible for the management of all comprehensive and current planning operations within the Community Development Division, including zoning, entitlement permit processing, General Plan, design review, and staffing to Planning Commission and City Council and the production of environmental review documents. Other duties included general office management, as well as the management of staff and outside consultants.

1985-1987
Santa Paula Downtown Revitalization Committee, Project Manager
Functioned as the Executive Director of California’s first downtown revitalization project conducted in association with the National Main Center of the National Trust for Historic Preservation. Duties included the formulation and implementation of economic development, architectural design assistance, promotional events and marketing efforts in association with the Board of Directors, the city, and other local organizations.

1980-1985
City of Oxnard, California, Associate Planner
Duties within the Long Range and Current Planning divisions included the production of planning policy documents, as well as processing entitlement permits and environmental review documents. Related responsibilities included staffing to the Planning Commission and chairing the city’s architectural design review committee.

1979-1980
City of Pomona, California, Assistant Planner
Duties within the Current Planning division included providing zoning information and entitlement permit processing.

1977-1979
City of Fullerton, California, Planning Aide
Responsible for assisting in the development and implementation of a comprehensive historic property inventory, as well as general office duties within the long range planning division.

1976-1977
City of Pasadena, California, Survey Volunteer
Conducted historic property research and produced architectural descriptions in connection with the city’s comprehensive historic property inventory program.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: October 20, 2009
AGENDA HEADING: New Business

AGENDA DESCRIPTION:
Consideration and possible action regarding a Resolution approving the form of and
authorizing the execution and delivery of a purchase and sale agreement and related
documents with respect to the sale of the seller's Proposition 1A receivable from the
State; and directing and authorizing certain other actions in connection therewith. (Fiscal
Impact: $882,082)

RECOMMENDED COUNCIL ACTION:
(1) After Council discussion and questions, if the Council wishes to participate in the
Proposition 1A Securitization Program, it should adopt the proposed Proposition 1A Sale
Resolution and Purchase and Sale Agreement, which requires only a simple majority
vote; (2) Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposed Purchase and Sale Agreement Exhibits:
The proposed Proposition 1A Purchase and Sale Agreement Exhibits:
(B1) Opinion of Counsel: This is an opinion of the counsel to the local agency (which may
be an in-house counsel or an outside counsel) covering basic approval of the documents,
litigation, and enforceability of the document against the Seller. It will be dated as of the
Pricing date of the bonds (currently expected to be November 10, 2009).
(B2) Bringdown Opinion: This simply "brings down" the opinions to the closing date
(currently expected to be November 19, 2009).
(C1) Certificate of the Clerk of the Local Agency: A certificate of the Clerk confirming that
the resolution was duly adopted and is in full force and effect.
(C2) Seller Certificate: A certification of the Seller dated as of the Pricing Date confirming
that the representations and warranties of the Seller are true as of the Pricing Date,
confirming authority to sign, confirming due approval of the resolution and providing
payment instructions.
(C3) Bill of Sale and Bringdown Certificate: Certificate that brings the certifications of C2
down to the Closing Date and confirms the sale of the Proposition 1A Receivable as of
the Closing Date.
(D) Irrevocable Instructions to the Controller: Required in order to let the State Controller
know that the Proposition 1A Receivable has been sold and directing the State to make
payment of the receivable to the Trustee on behalf of the Purchaser.
(E) Escrow Instruction Letter: Instructs Transaction Counsel (Orrick) to hold all documents
in escrow until closing, and if closing does not occur by December 31, 2009 for any
reason, to destroy all documents.

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $ 
Additional Appropriation: Yes 
Account Number(s): 001-300-0000-3101, 001-300-0000-3208 and 001-300-0000-3715
BACKGROUND AND DISCUSSION:

Proposition 1A Suspension: Proposition 1A was passed by California voters in 2004 to ensure that local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur.

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The state will be required to repay those obligations plus interest by June 30, 2013.

The legislature is currently reviewing a clean-up bill, SB67, which would provide for a few critical changes to the enacted legislation, including but not limited to providing for: financing to occur in November; county auditor certification of amount of Prop 1A receivable; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure (interest payments, state payment date and redemption features); sales among local agencies; and revision to the hardship mechanism. [While SB67 has not yet been passed and signed into law, California Communities expects that to occur prior to funding the Program. If for any reason SB 67 is not enacted and the bonds cannot be sold by December 31, 2009, all approved documents placed in escrow with Transaction counsel will be of no force and effect and will be destroyed.]

Proposition 1A Securitization Program: Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by California Communities to enable Local Agencies to sell their respective Proposition 1A Receivables to California Communities. Currently, SB67 is being considered to clarify specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from local agencies). The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation on the bonds and no credit exposure to the State.

If the City of El Segundo sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the City of El Segundo’s Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The City of El Segundo’s sale of its Proposition 1A Receivable will be irrevocable.
Bondholders will have no recourse to the City of El Segundo if the State does not make the Proposition 1A Repayment.

Proposition 1A Program Sponsor: California Statewide Communities Development Authority ("California Communities") is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California. [Note - The City of El Segundo does not need to be a member of California Communities to participate.]

Benefits of Participation in the Proposition 1A Securitization Program:

The benefits to the City of El Segundo of participation in the Proposition 1A Securitization Program include:

- **Immediate cash relief** – the sale of the [City/County/Special District]'s Proposition 1A Receivable will provide the City with 100% of its Proposition 1A Receivable in two equal installments, on January 15, 2010 and May 3, 2010.

- **Mitigates impact of 8% property tax withholding in January and May** – Per ABX4 14 and ABX4 15 and the proposed clean-up legislation SB 67, the State will withhold 8% of property tax receivables due to Cities, Counties, and Special Districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.

- **All costs of financing borne by the State of California** - The City will not have to pay any interest cost or costs of issuance in connection with its participation.

- **No obligation on Bonds** - The City has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

Proceeds of the Sale of the [City/County/Special District]'s Proposition 1A Receivable:

Upon delivery of the Proposition 1A Bonds, California Communities will make available to the City its fixed purchase price, which will equal 100% of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose of the City and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution:

The proposed Proposition 1A Receivables Sale Resolution:

(1) Authorizes the sale of the City's Proposition 1A Receivable to California Communities for 100% of its receivable;

(2) Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
(3) Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee;

(4) Appoints certain City officers and officials as Authorized Officers for purposes of signing documents; and

(5) Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

Proposed Purchase and Sale Agreement:

The proposed Purchase and Sale Agreement:

(1) Provides for the sale of the Proposition 1A Receivable to California Communities;

(2) Contains representations and warranties of the City to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other action is pending or threatened to disrupt the transaction and that this is an arm's length "true sale" of the Proposition 1A Receivable.

(3) Provides mechanics for payment of the Purchase Price

(4) Contains other miscellaneous provisions.
City of El Segundo, California
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, as Purchaser

PURCHASE AND SALE AGREEMENT
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) City of El Segundo, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and
(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State’s 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.
AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an “Installment Payment” and, collectively, the “Installment Payments”), on January 15, 2010, and May 3, 2010 (each a “Payment Date” and, collectively, the “Payment Dates”). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.deleray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John DeLeray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller’s Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

(i) Transaction Counsel receiving on or before the date the Bonds are sold (the “Pricing Date”), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents
duly executed by the Seller or its counsel, as applicable: (1) an opinion of
counsel to the Seller dated the Pricing Date in substantially the form attached
hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the
forms attached hereto as Exhibit C1 and Exhibit C2,
(3) irrevocable instructions to the Controller dated as of the Closing Date in
substantially the form attached hereto as Exhibit D, (4) this Agreement,
(5) a certified copy of the resolution of the Seller's City Council approving
this Agreement, the transactions contemplated hereby and the documents
attached hereto as exhibits, and (6) an escrow instruction letter in substantially
the form attached hereto as Exhibit E:

(ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown
opinion of counsel to the Seller dated as of the Closing Date in substantially the form
attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the
Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3;
provided that the Purchaser may waive, in its sole discretion, the requirements of
Section 2(b)(ii)(1);

(iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the
Purchase Price; and

(iv) the receipt by the Purchaser of a certification of the County Auditor
confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the
Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it
is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in
this Agreement, and no other act or omission on the part of the Purchaser or any other party shall
excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to
rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the
Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the
Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay
the Purchase Price in Installment Payments on the Payment Dates.
(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment
Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey,
set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except
as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the
Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present
or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition
1A Receivable pursuant to the Act and other
applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. **Representations and Warranties of the Purchaser.** The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser’s ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors’ rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.
(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser’s ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors’ rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its
obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its City Council members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.
(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller’s funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller’s principal place of business and chief executive office is located at 350 Main Street, El Segundo, California 90245.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect
the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.
(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.


(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.
10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and farther agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.
15. **Third Party Rights.** The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. **Partial Invalidity.** If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

City of El Segundo, as Seller

By: [SAMPLE – DO NOT SIGN]
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as Purchaser

By: [SAMPLE – DO NOT SIGN]
Authorized Signatory
For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14 XXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to Dcullen@elsegundo.org not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to Dcullen@elsegundo.org not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at 350 Main Street, El Segundo, California 90245.
"Proposition 1A Receivable" has the meaning set forth in Section 2(a).

"Purchase Price" means an amount equal to the Initial Amount.

"Rating Agency" means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

"Rating Agency Confirmation" means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

"Resolution" means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

"State" means the State of California.

"Transaction Counsel" means Orrick, Herrington & Sutcliffe LLP.

"Transaction Documents" mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of the City of El Segundo, dated as of the Closing Date.
OPINION OF COUNSEL

to the City of El Segundo

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

I have acted as counsel for the City of El Segundo (the "Seller") in connection with the adoption of that certain resolution (the "Resolution") of the City Council of the Seller (the "Governing Body") pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the "Purchaser") of the Seller’s "Proposition 1A Receivable", as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller’s Proposition 1A Receivable to the Controller of the State of California (the "Disbursement Instructions") and a Bill of Sale and Bringdown Certificate of the Seller (the "Bill of Sale" and, collectively with the Sale Agreement and the Disbursement Instructions, the "Seller Documents").

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as I deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, I have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, we are of the opinion that:
1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of my knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of my knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, I express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.
The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: [SAMPLE – DO NOT SIGN] Seller's Counsel
OPINION OF COUNSEL

to the City of El Segundo

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of El Segundo (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: [SAMPLE – DO NOT SIGN]
Seller’s Counsel
CERTIFICATE OF THE
CITY COUNCIL OF THE CITY OF EL
SEGUNDO, CALIFORNIA

Dated: Pricing Date

The undersigned City Council of the City of El Segundo (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____________ duly adopted at a regular meeting of the City of El Segundo of said Seller duly and legally held at the regular meeting place thereof on the _____ day of ______________, 2009, of which meeting all of the members of said City of El Segundo had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the City of El Segundo, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: [SAMPLE – DO NOT SIGN]
City Council of the City of EL Segundo,
California
SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the City of El Segundo (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The City Council duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the City Council which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.
Name, Official Title Signature «NameOfficer1», «TitleOfficer1» [SAMPLE – DO NOT SIGN]

«NameOfficer2», «TitleOfficer2» [SAMPLE – DO NOT SIGN] «NameOfficer3»,

«TitleOfficer3» [SAMPLE – DO NOT SIGN]

I HEREBY CERTIFY that the signatures of the officers named above are genuine. Dated: Pricing Date

City Council of the City of EL Segundo,
By: [SAMPLE – DO NOT SIGN]

California
BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby
(a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and
(b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the City Council dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

City of El Segundo

By: [SAMPLE – DO NOT SIGN]
Authorized Officer
EXHIBIT D IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT OF PROPOSITION 1A RECEIVABLE OF THE CITY OF EL SEGUNDO

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850 Sacramento,
California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of El Segundo and Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, the City of El Segundo (the “Seller”) hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the “Proposition 1A Receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller’s City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the “Purchaser”) pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the “Purchase and Sale Agreement”) and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the “Indenture”) between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the “Trustee”).

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should
the Purchaser, however, deliver a written notice to the Office of the Controller stating that:

(a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; 
(b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of money due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name: Wells Fargo Bank, N.A.
Bank ABA Routing #: 121000248
Bank Account #: 0001038377
Bank Account Name: Corporate Trust Clearing
Further Credit To: CSCDA Proposition 1A Bonds
Bank Address: 707 Wilshire Blvd., 17th Floor
MAC E2818-176
Los Angeles, CA 90017
Bank Telephone #: (213) 614-3353
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CITY OF EL SEGUNDO

By: [SAMPLE – DO NOT SIGN]
Authorized Officer
ESCROW INSTRUCTION LETTER

____________________, 2009

California Statewide Communities Development Authority
1100 K Street Sacramento, CA 95814

Re: Proposition 1A Receivable Financing.

Dear Sir or Madam:

The City of El Segundo (the “Seller”) hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the “Resolution”) authorizing the sale of its Proposition 1A Receivable, the Seller’s City Council has agreed to sell to the California Statewide Communities Development Authority (the “Purchaser”), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel (“Transaction Counsel”), as instructed below:

1. certified copy of the Resolution, together with a certificate of the City of El Segundo, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller’s Counsel, dated the Pricing Date;
4. the Opinion of Seller’s Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

E-1
Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller’s Counsel stating, respectively and in good faith, that the representations made in the Seller’s Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller’s Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

CITY OF EL SEGUNDO

By: [SAMPLE – DO NOT SIGN]
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP
RESOLUTION No.________________

CITY COUNCIL
OF THE CITY OF
EL SEGUNDO

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14 of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of El Segundo, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;
WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by the City of El Segundo to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the City Council of the City of El Segundo hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the “Irrevocable Written Instruction”) notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.
Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.
PASSED AND ADOPTED by the City Council of the City of El Segundo, State of California, this 
_____ day of ______________, 2009, by the following vote: AYES: NOES: ABSENT:

SAMPLE – DO NOT SIGN
<Title of Signatory>

Attest:

SAMPLE – DO NOT SIGN
<Title of Gove>

Approved as to form:

SELLER’S COUNSEL

By SAMPLE – DO NOT SIGN

Dated:
CITY OF EL SEGUNDO

Authorized Officers: «NameOfficer1», «TitleOfficer1»
«NameOfficer2», «TitleOfficer2» «NameOfficer3», «TitleOfficer3»

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.
AGENDA DESCRIPTION:
Consideration and possible action to take an opposition position on the Los Angeles County Metropolitan Transportation Authority's draft proposal for assessment of a 3% local funding match upon cities through which a rail project will transit. (Fiscal Impact: Undetermined)

RECOMMENDED COUNCIL ACTION:
1. Approve the taking of an opposition position to the Los Angeles County Metropolitan Transportation Authority's proposal for assessment of a 3% local funding match upon cities through which a rail transit project will travel;
2. Authorize the Mayor to sign a letter indicating the City's opposition to Metro's proposed funding mechanism and approach;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. SBCCOG Opposition Letter

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

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

BACKGROUND AND DISCUSSION:
The South Bay Cities Council of Governments (SBCCOG) discussed the Metro staff proposal for a 3% local match for rail transit projects for cities through which the rail line will run. While this currently is only a proposal, the SBCCOG Board of Directors has taken a formal position of opposition.

There are two points of objection. First, there was nothing in the Measure R language which requires a 3% match. Cities have pressing local needs and uses for their Measure R Local Return, and Measure R was not supported by the voters as a revenue source for Metro's exclusive use. Second, the proposed manner for establishing the fee is inappropriate. The proposal calls for area councils of governments (COGs) to work with their cities to determine the local match apportionment required from each city through which a rail service runs. Given COGs are voluntary organizations and do not have the authority to mandate funding splits between cities, they cannot require a city to make funding decisions.
September 28, 2009

The Honorable Ara J. Najarian & Members of the Board
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952

Dear Mr. Najarian and Members of the Board,

The South Bay Cities Council of Governments (SBCCOG) discussed the Metro staff proposal for a 3% local match for rail transit projects for cities through which the rail line will go. While we understand that this is only a proposal, the SBCCOG Board of Directors would like to express our opposition.

There are two parts of the draft policy to which we object. First, there was nothing in the Measure R language which requires a 3% match. Our cities have local uses for their Measure R Local Return and Measure R was not supported by the voters as another revenue source for Metro. And finally, in the South Bay, we will be waiting until 2035 for the rail line into our area to be in service. In the mean time, we will be paying sales tax for the rest of the system. To ask us to pay additionally with our local return dollars is unacceptable.

The second issue that we have with the draft policy is the way the fee would be allocated. The proposal calls for the councils of governments (COGs) to work with our cities to determine the local match from each city that the rail service goes through. The COGs are voluntary organizations and do not have the authority to mandate funding splits between our cities. COGs can facilitate and provide a forum, but we cannot require a city to make funding decisions.

As the Metro Board considers policy issues dealing with Measure R project implementation, we request that you express these concerns to them. If you have any questions, please contact Jacki Bacharach, SBCCOG Executive Director at 310-377-8987 or 310-293-2612 (cell) or jacki@southbaycities.org. Also feel free to contact me directly at any time. My cell phone number is 310-930-0268.

Sincerely,

Kelly McDowell, SBCCOG Chair
Mayor, City of El Segundo

cc: Art Leahy, CEO
    Pam O'Connor, MTA Board Member
    Don Knabe, Los Angeles County Board Supervisor
    Mark Ridley Thomas, Los Angeles County Board Supervisor

LOCAL GOVERNMENTS IN ACTION
Carson  El Segundo  Gardena  Hawthorne  Hermosa Beach  Inglewood  Lawndale  Lomita  Los Angeles  Manhattan Beach  Palos Verdes Estates  Rancho Palos Verdes  Redondo Beach  Rolling Hills  Rolling Hills Estates  Torrance