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.

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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, NOVEMBER 17, 2009 — 5:00 P.M.

Next Resolution # 4628
Next Ordinance # 1436

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) -1- matter


CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -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): - 3-matters

1. Property: City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near it terminus).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms (sale).

2. Property: property owned by Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepulveda and Rosecrans Boulevards (and more specifically to the west of the intersection of Nash Street and Park Place).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms (purchase).

3. Property: 2161 El Segundo Boulevard, El Segundo (Fire Station No. 2)
   City Negotiators: City Manager, Assistant City Manager
Negotiating Parties: PFK Enterprises, Inc.
Under Negotiation: Price and Terms (potential lease or sale)

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

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 17, 2009 - 7:00 P.M.

Next Resolution # 4628
Next Ordinance # 1436

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Scott Lambert, Hilltop Church of Christ

PLEDGE OF ALLEGIANCE – Council Member Don Brann

PRESENTATIONS
a. Proclamation for Spark of Love Toy Drive

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Consideration and possible action to introduce and waive first reading of an Ordinance amending the El Segundo Municipal Code’s regulation of filming within the City of El Segundo. (Fiscal Impact: None)
Recommendation – (1) Introduce and waive first reading of draft Ordinance; (2) Schedule second reading and adoption of the Ordinance for December 1, 2009; (3) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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

2. Warrant Numbers 2574523 to 2574719 on Register No. 3 in the total amount of $736,453.54 and Wire Transfers from 10/23/09 through 11/06/09 in the total amount of $801,466.83.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.
3. **Regular City Council Meeting Minutes of November 3, 2009.**

Recommendation – Approval.

4. Consideration and possible action on awarding RFP No. #09-17 (Police Towing and Storage Services) to Manhattan Beach Towing as the City’s primary tow contractor, and authorize the City Council to execute a four-year agreement in a form approved by the City Attorney with three one-year term extensions, for a maximum total contract length of seven years. *(Fiscal Impact: None)*

Recommendation – (1) Award a four-year contract to Manhattan Beach Towing as the City’s primary tow contractor; (2) authorize the City Manager to execute an agreement in a form approved by the City Attorney with Manhattan Beach Towing; and (3) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding the acceptance of the Softball Field Wall at 339 Sheldon St. – Project No. PW 09-03. *(Fiscal Impact: $206,825.00)*

Recommendation – (1) Accept the work as complete; (2) Approve an additional appropriation of $6,000 from the General Fund Reserves; (3) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; and (4) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action to extend the City’s agreement with Cassidy & Associates through September 30, 2010, for legislative advocacy services in Washington, D.C., and approve federal work plan. *(Fiscal Impact: $160,000 for FY 2009-2010)*

Recommendation – (1) Authorize the Mayor to execute an agreement in a form approved by the City Attorney with Cassidy & Associates; (2) Approve the federal advocacy work plan as outlined in Cassidy & Associates Memorandum of November 4, 2009; (3) Authorize an additional appropriation of $20,000 from salary savings; (4) Instruct the City Manager, affected departments, and Cassidy & Associates to work with the Congressional staff and local government associations to pursue the City’s federal funding and program objectives; (5) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action regarding the adoption of an ordinance setting the City's water rates for Fiscal Year 2009-2010 through Fiscal Year 2014-2015. (Potential Fiscal Impact: Approximately $3,640,000 loss in water revenue in FY 2009-2010.)
Recommendation – (1) Waive second reading and adopt Ordinance No. 1435 setting the amount of Water Rates and Charges pursuant to Health and Safety Code § 5471 and El Segundo Municipal Code § 11-1-5; (2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

8. Consideration and possible action to serve as a host location for a community based pandemic H1N1 influenza mass vaccination clinic. (Fiscal Impact: $30,000)
Recommendation – (1) Authorize staff to coordinate and support a public health H1N1 vaccination clinic within the City of El Segundo boundaries; (2) Authorize the City Manager to execute a contract in a form approved by the City Attorney with the County of Los Angeles; (3) Alternatively, discuss and take other 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 –

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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: 11/10/09

TIME: 2:30 pm

NAME: Mishia Jennings
Proclamation
City of El Segundo, California

WHEREAS, In an effort to provide for children who otherwise might not experience the joy of the holiday season, the City of El Segundo Fire Department along with other Southland fire agencies, has participated in the Spark of Love program for the past seventeen years and has been a collection site for toys and food items donated during the holidays.

WHEREAS, The ever upward spiraling cost of living burdens disadvantaged and displaced families who may not be able to give gifts during the holiday season without help from the Spark of Love program.

WHEREAS, The true holiday spirit is reflected in unselfish giving and our thoughts and hearts go out to those less fortunate than ourselves.

WHEREAS, In the past, with the help of civic-minded citizens who live and work in our community, hundreds of toys plus food items have been collected and distributed to children and families in El Segundo and other South Bay cities.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim November 16, 2009 through December 11, 2009 as the Spark of Love TOY DRIVE.

The community is encouraged to support this holiday program by contributing toys and non-perishable foods to the El Segundo Fire Department, Fire Station No. 1 at 314 Main Street, during the period of November 16 through December 11, 2009.

Mayer Kelly McDowell
Mayor Pro Tem Eric H. Roach
Council Member Bill Fisher
Council Member Carl Jackson
Council Member Don Brown
EL SEGUNDO CITY COUNCIL
MEETING DATE: November 17, 2009
AGENDA STATEMENT
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:
Consideration and possible action to introduce and waive first reading of an Ordinance amending the El Segundo Municipal Code's regulation of filming within the City of El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Introduce and waive first reading of draft Ordinance;
2. Schedule second reading and adoption of the Ordinance for December 1, 2009;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
(1) Draft Ordinance amending Title 4, section 11; (2) Letter to California Film Commission regarding draft Ordinance; (3) Email from the Director of State Government Affairs for Motion Picture Association (4) Motion Picture Association of America letter; (5) California Film Commission letter.

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

ORIGINATED BY: Deborah Cullen, Director of Finance
REVIEWED BY: Mark Hensley, City Attorney
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On May 5, 2009, the City Council appointed Mayor McDowell and Councilmember Fisher to form a subcommittee in response to correspondence from School Superintendent Geoff Yantz, dated April 29, 2009, concerning filming at El Segundo High School. The subcommittee was to a) review the film Ordinance regarding the 20 day limitation and consent provisions; b) investigate the alternative sources of funding should the 20 day limitation remain; c) better define "no impact" filming; d) investigate possibly modifying the area between the girls gym and the cafeteria to allow for film trucks and equipment to enter and exit El Segundo High School. The subcommittee met twice in May, 2009 and proposed numerous changes to the existing regulations based upon public input.
On September 17, 2009, a Special Meeting of the El Segundo City Council was held to discuss the proposed changes to the City's film Ordinance. The City Council made numerous proposed motions for potential amendments to the existing ordinance and those changes are reflected in the attached draft Ordinance.

**Major Proposed Changes**

- Reducing from 300 to 275 feet the radius surrounding a filming site which is presumed to be affected by filming and activities ancillary to filming.

- Amend “no impact filming” to include that it is imperceptible from properties other than the property on which the filming is being conducted.

- Authorize the City Manager to establish administrative policies and procedures which would require some film permittees to use particular types of equipment and utilize film monitors.

- Increase maximum number of filming days allowed from twenty (20) days to twenty-five (25) days for any address within a proximity zone in the preceding twelve (12) month period. In response to the request by the City Council, City staff recommends removing the rolling twelve month period for each proximity zone and change it to a calendar year basis for the maximum number of days allowed.

- Filming East of Sepulveda Boulevard and South of East Grand Ave, establish the maximum number of filming days allowed for any address within a proximity zone to be eighty (80) days.

- The twenty-five (25) day maximum may be increased if there are no neighbor protests within the proximity zone.

- There are no maximum filming days for no impact filming.

- Except as otherwise provided, all filming and ancillary activities must cease not later than 9:00 p.m. instead of 10:00 p.m. except for strike days or unless it is no impact filming. Filming and ancillary activities East of Sepulveda Boulevard and South of East Grand Avenue must cease at the time indicated by a valid permit.

- Except for no impact filming, filming is prohibited on weekends.

Attached to the staff report is a communications received regarding the proposed changes.
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO CHAPTER 4-11
REGULATING MOTION PICTURE, RADIO AND TELEVISION
PRODUCTION WITHIN THE CITY OF EL SEGUNDO.

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

SECTION 1: The definitions of “impact zone,” “no impact filming,” and “still photography” set forth in El Segundo Municipal Code ("ESMC") § 4-11-1 are amended to read as set forth below. Definitions of “still photography” and “strike days” are added to read as follows:

“Impact zone” means the area within a 300 foot radius surrounding a filming site which is presumed to be affected by filming and activities ancillary to filming. It is presumed that residential areas beyond the proximity zone are not impacted by filming.

“No impact filming” means filming that occurs pursuant to the terms of a valid permit is conducted in a manner where light, sound, smell, or vibrations resulting from the filming, or activities ancillary to filming, does not interfere with neighbors’ comfortable enjoyment of life or property. Is imperceptible from properties other than the property on which the filming is being conducted.

“Still photography” means and includes all activity attendant to staging or shooting commercial still photographs. Still photography does not require a permit if it involves only hand-carried equipment (tripod, interchangeable lenses, flash), and does not involve product or service advertisement, or use of models, props or sets. Normally this type of photography involves less than ten people and is completed in less than four hours.

“Strike day” means a calendar day following filming during which a permittee engages in ancillary filming activities involving, without limitation, striking sets, loading equipment, and hauling equipment.”

SECTION 2: All references to “impact zone” within Chapter 4-11 are changed to “proximity zone.”

SECTION 3: ESMC § 4-11-16 is amended to read as follows:

“4-11-16: ADMINISTRATIVE POLICIES AND PROCEDURES:

The city manager is authorized and directed to promulgate administrative policies and procedures governing the form, time, and location within the city
to implement this chapter. The rules and regulations can be based upon the following criteria:

A. Traffic congestion at particular locations within the city;

B. The written consent of all property owners or occupants in possession of property within the impact zone, as determined by the administrator and in accordance with this chapter;

C. The safety and convenience of all persons;

D. The disruption of normal activities of all persons at particular locations within the city;

E. The safety of property within the city;

F. Whether particular types of equipment are required for certain film sites to reduce the impact on neighbors. Such equipment may include, without limitation, tow plant generators; and

G. Whether a film monitor is required to oversee filming at certain filming sites. If a film monitor is required, permittees must also abide with a filming code of conduct identified by the administrator. The cost of a monitor must be borne by permittees.”

SECTION 4: ESMC § 4-11-17 is amended to read as follows:

“4-11-17: MAXIMUM NUMBER OF FILMING DAYS ALLOWED:

A. Except as otherwise provided, no permit can be issued if it will result in any address being located within a proximity zone for more than twenty-five (25) days during a calendar year.

B. For filming proposed East of Sepulveda Boulevard and South of East Grand Avenue, no permit can be issued if it will result in any address being located within a proximity zone for more than eighty (80) days during a calendar year.

C. The administrator may increase this twenty-five (25) day maximum if there are no neighbor protests from within the proximity zone of the filming site.

D. There are no maximum filming days for no impact filming.”

The maximum number of filming days allowed at the same filming site is twenty (20) days within the immediately preceding twelve (12) month period.
of the date(s) for which a film permit is sought, regardless of the number of applicants seeking a film permit for the filming site. The administrator may increase the maximum filming days allowed for a filming site up to a maximum of twenty-four (24) days during the immediately preceding twelve (12) month period upon obtaining 100% neighbor consent.

SECTION 5: ESMC § 4-11-23 is amended to read as follows:

"4-11-23: GENERAL PERMIT CONDITIONS – ADDITIONAL REQUIREMENTS:

A. Filming cannot commence before 7:00 a.m. unless it is no impact filming allowed by a valid permit.

B. The permit, in its entirety, must be in the possession of the permittee at all times while filming.

C. A permittee must conduct operations in an orderly fashion. The area used must be cleaned of trash and debris upon completion and before leaving the filming site(s). A deposit to assure that a permittee removes all trash and debris from the filming site(s) may be required. This requirement and the amount may be determined by the administrator.

D. Vehicle parking for all filming related activities must be in accordance with the administrator’s directions.

E. All camera cars must have a police escort. The administrator may determine how many police officers will be required to escort camera cars.

F. All Except as otherwise provided, all filming and ancillary activities must cease not later than 10:00 p.m. unless it is no impact filming allowed by a valid permit. Such ancillary activities include, without limitation, striking sets, loading equipment, and vehicle traffic. On strike days, ancillary activities must cease not later than 10:00 p.m. Filming and ancillary activities East of Sepulveda Boulevard and South of East Grand Avenue must cease at the time indicated by a valid permit.

G. Permittees must protect any neighbors within an impact zone from glare caused by lighting used for filming after sunset.

H. Production companies cannot place equipment or vehicles on private property without the private property resident’s written consent.

I. Except for no impact filming with a valid permit, filming is prohibited on weekends."
SECTION 6: This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; ensure maintenance, restoration and protection of the environment; and regulate normal operations of facilities for public gatherings. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15304(e), 15308, and 15323.

SECTION 7: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8: Repeal or amendment of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2009.

______________________________
Kelly McDowell, Mayor
ATTEST:

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ________ was duly introduced by said City Council at a regular meeting held on the ______ day of ______________, 2009, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ______ day of ______________, 2009, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

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

By: _________________________
Karl H. Berger, Assistant City Attorney
October 13, 2009

California Film Commission
Attn: James Fitzpatrick
7080 Hollywood Blvd, Suite 900
Hollywood, CA 90028

Reference: Notice per Government Code § 14999.21(b)

Dear Mr. Fitzpatrick:

As you are aware, the El Segundo City Council considered amending its filming regulations during the past six months. On October 20, 2009, the City Council will consider introducing the enclosed ordinance.

As you are aware, Government Code § 14999.21(b) provides that

“At least 30 days prior to the adoption of or an amendment to the written filming policy of a local government, the local government shall submit a draft of the ordinance or amendment to the Director of the Film Office. The Film Office shall review drafts submitted to it and report its findings to the local government within five working days of receipt of the draft. The local legislative body shall consider the Film Office's findings prior to final adoption of the ordinance or amendment unless the commission's findings are not available within the above prescribed time limits. Any and all findings made by the commission pursuant to this section shall be advisory to local government.” (Emphasis added).
Assuming that the City Council introduces the ordinance, it would consider adopting it on November 3, 2009. Consequently, any comments the Film Commission may have regarding the ordinance should be submitted for consideration by that date.

Should you have any questions, you may contact Mr. Steve Jones at (310) 524-2300.

Very truly yours,

Karl H. Berger
Assistant City Attorney

c: Mark D. Hensley, City Attorney
    Jack Wayt, City Manager
    Deborah Cullen, Finance Director
    Steve Jones, Business Services Manager
Councilman Fisher-

I received the City’s draft filming ordinance on Tuesday; thank you for making sure MPAA received a copy. I have had a chance to review the draft with my colleagues, Jim Fitzpatrick (California Film Commission) and Ed Duffy (Teamsters Local 399 Location Managers). While we are very appreciative of the Council’s decision to add an additional five filming days in a proximity zone, we remain quite concerned about some of the additional restrictions, which may outweigh the benefits of the extra days. In addition, we would like to see some more clarity on the definition and operation of “no-impact filming,” among other issues.

I am happy to detail our concerns in a memo, but perhaps it would be better to meet with you and other City officials to find solutions to some of our concerns and work toward an ordinance that the CFC can support.

I look forward to hearing from you and please do not hesitate to call with any questions.

Best,
Sarah

Sarah Walsh
Director, State Government Affairs
Motion Picture Association of America
15301 Ventura Boulevard
Building E
Sherman Oaks, CA 91403
818.995.6600 main number
818.935.5840 direct dial
818.285.4409 fax

Disclaimer being tested, this is not an official disclaimer.
November 6, 2009

The Honorable Kelly McDowell and Members of the City Council
City of El Segundo
Attn: Cathy Domann, Deputy City Clerk
350 Main Street
El Segundo, CA 90245

Mayor McDowell and Members of the City Council:

On behalf of the Motion Picture Association of America, Inc. and our member companies*, I am writing to respectfully oppose the adoption of the City of El Segundo’s proposed filming ordinance. As drafted, the ordinance makes substantial changes to the existing filming rules that will impede and deter filming in El Segundo. Earlier this year, the state enacted a production tax incentive to attract motion picture production to California. This draft ordinance undermines the effort of the state and municipalities to encourage filming and the good middle class jobs that comprise the film industry.

Our specific concerns are as follows:

1. Unlimited filming if it has “no impact.”

   As a practical matter, we are concerned that very little, if any, filming activity would be able to meet the “no impact” definition. For example, even production trucks arriving and departing would not be “imperceptible

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* The Motion Picture Association of America, Inc. includes: Walt Disney Studios Motion Pictures; Paramount Pictures Corporation; Sony Pictures Entertainment Inc.; Twentieth Century Fox Film Corporation; Universal City Studios LLLP; and Warner Bros. Entertainment Inc.
from properties other than the property on which filming is being conducted.” In addition, the ordinance is unclear as to who makes the determination of what is “no impact,” when that determination is made, and whether a production would have any ability to appeal such a decision. While the idea of unlimited days for “no impact” filming may be well-intentioned, the definition renders it unworkable for the vast majority of productions.

2. Extension of filming only with “no neighbor protests.”

The proposed ordinance allows additional filming days with no neighbor protests within the proximity zone. However, this allows one single resident to deny a permit. A more workable solution, and one that is used in most other jurisdictions, would be to require a percentage of the neighbors in the impact zone to approve an extension of filming.

3. Definition and application of “proximity zone” is unclear.

While we appreciate the narrowing of the “proximity zones” by 25 feet, we do have questions about how the zones for various productions are mapped by the City throughout the year. For example, could a production company be denied a permit to film at a location because the edge of that location’s proximity zone overlaps with the edge of a previous production’s proximity zone at a different location? In addition, the proximity zone restrictions on filming east of Sepulveda Boulevard and South of East Grand Avenue are particularly challenging. A project filming in one of the warehouses in the area could easily exceed 80 days in a 12 month period. This rule will effectively eliminate the long-term filming that occurs in that area of El Segundo.

4. Prohibition of filming after 9:00 p.m. and on weekends.

By requiring all “filming and ancillary activities” to cease at 9:00 p.m., the City is disallowing night filming on all but the shortest days of the year. Unlike in most other jurisdictions, there is no process established to extend
Members of the El Segundo City Council
November 6, 2009
Page 3

filming beyond 9:00 p.m. or on the weekends, even with neighborhood approval (i.e. signature survey or notification).

We urge the City Council to consider our objections before adopting the draft ordinance. While we understand the City’s need to balance the concerns of both the business and residential communities, we believe the proposed ordinance will drive production out of El Segundo, depriving the City of much-needed revenue. MPAA is more than willing to work with the Council and staff on an ordinance that addresses the needs of the City, industry, and affected communities.

Thank you for reviewing our concerns, and please do not hesitate to contact me at (818) 935-5838 if you have any questions or need additional information.

Sincerely,

[Signature]

[Name]
November 9, 2009

The Honorable Kelly McDowell and Members of the City Council
City of El Segundo
350 Main Street
El Segundo, CA 90245-3813
Attn: Cathy Domann, Deputy City Clerk

RE: Amending El Segundo Municipal Code 4-11-1
Position: Oppose Amended Film Ordinance

Dear Mayor McDowell and Members of the City Council:

On behalf of the California Film Commission (CFC) I want to thank you for inviting the CFC to review the proposed changes to the City of El Segundo (El Segundo) Film Ordinance. As a state department under the Business, Transportation and Housing Agency, we are tasked with retaining and increasing motion picture production and to see that it continues to create jobs and boost business throughout the state. In addition to issuing film permits for all state properties and offering a variety of services to the production community, the CFC also works cooperatively and collaboratively with all city, county, state, and federal jurisdictions to encourage filming and grow our state's economy.

As you are well aware the CFC worked extensively with El Segundo on the previous revisions to the film ordinance between August and November 2008. At that time, I wrote a letter of support for the ordinance as an overall first step to streamlining the permitting process in El Segundo.

This time, however, the CFC must respectfully oppose the adoption of the proposed film ordinance. I thank you in advance for considering the concerns of the CFC which I will summarize here:

Several proposed changes in the revised Ordinance will make filming difficult within El Segundo and ultimately deprive the City of revenue from the issuance of film permits. The most problematic revision involves no filming on weekends. Is there no compromise available, like some availability to film on Saturdays? Would El Segundo consider the ability to film on the weekend if a percentage of the residents approve it for their immediate neighborhood?

The proposed change to stop all filming by 9:00 p.m. will negatively impact filming even more. Previously, the Ordinance stated filming was to conclude at 10 p.m. An additional five days of film activity at the high school does not ameliorate the fact that now both the high school and rest of El Segundo will
have filming cease at 8 p.m. in order for the film company to be off the street at 9 p.m. This provision hinders production and may result in companies avoiding filming in El Segundo altogether. Could there be some mechanism to go beyond the 9:00 p.m. deadline? What if a percentage of the residents approved each request to go beyond 9 p.m.?

Why are there new restrictions for the exclusively commercial areas of El Segundo east of Sepulveda? Why is there an 80 day maximum for film activity there? Why not tabulate the total filming days based on a "calendar year" instead of the rolling twelve months that will prove to be an exceedingly difficult book-keeping endeavor?

There are other proposed changes which need further clarification including definitions of terminology, monitor requirements and their empowerment and authority. We would be pleased to discuss these issues and attempt to help El Segundo resolve them so that filming could have as little impact in the community as possible.

At this time, with so many outstanding issues within this revised ordinance, the California Film Commission cannot endorse these proposed amendments to the Film Ordinance. Please feel free to contact me or my Deputy Director, Jim Fitzpatrick at 323-860-2960 if you need additional information.

Sincerely,

Amy Lemisch
Director
California Film Commission
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

FINANCE DIRECTOR: [Signature]  CITY MANAGER: [Signature]

DATE: 11/5/09  DATE: [Signature]
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
10/23/09 THROUGH 11/06/09

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DATE OF RATIFICATION: 11/17/09
TOTAL PAYMENTS BY WIRE: **801,466.83**

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer
Director of Finance
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, NOVEMBER 3, 2009 – 5:00 P.M.

5:00 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:

Mark Hensley, City Attorney, announced that Council would be meeting in closed session pursuant to items on the agenda and that the Government Code §54956.9(b) item pertained to potential litigation regarding the Regional Water Quality Control Board.

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) -0- matter

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

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matters
CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0 matter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): - 2- matter

1. Property: City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near it terminus).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms.

2. Property: property owned by Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepvuleda and Rosecrans Boulevards (and more specifically to the west of the intersection of Nash Street and Park Place).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms.

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 3, 2009 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Father Robert Victoria, St. Anthony's Catholic Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch

PRESENTATIONS

a. Council Member Brann presented a Proclamation to City Treasurer Ralph Lanphere and Susan Gaines, wife of former Mayor Pro Tem Gaines, encouraging citizens to observe Veteran's Day on November 11, 2009.

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.

Liz Garnholz, Resident; spoke regarding item numbers 4, 7, and 9 on the consent agenda and requested clarification.

Jack Kenton, Resident; spoke regarding RV vehicles parked on residential streets.

A. PROCEDURAL MOTIONS

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action regarding a public hearing related to the Proposition 218 majority protest process relative to proposed increases to the City's water rates for FY 2009-2010 through FY 2014-2015 and introduction of an ordinance setting the new water rate if it is determined that no majority protest exists. (Potential Fiscal Impact = Approximately $3,640,000 loss in water revenue in FY 2009-2010)

Mayor McDowell requested that anyone wishing to return a protest ballot, please do so now with the City Clerk.

Mayor McDowell stated this is the time and place hereto fixed for a public hearing related to the Proposition 218 majority protest process relative to proposed increases to the City's water rates for FY 2009-2010 through FY 2014-2015 and introduction of an ordinance setting the new water rate if it is determined that no majority protest exists. (Potential Fiscal Impact = Approximately $3,640,000 loss in water revenue in FY 2009-2010) Clerk Mortesen stated that proper notice was completed and no written communications had been received by City Clerk's Office.

Dana Greenwood, Public Works Director, gave a report.

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

Cindy Mortesen, City Clerk, stated that the number of protests received by the City Clerk's office was 1547, and the number received this evening during the public hearing was one. The number was substantially less than one-half the number of parcels served with respect to the fee being proposed. Therefore there is an absence of a majority protest.

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4627

A RESOLUTION DECLARING THE RESULTS OF THE PROCEEDINGS FOR ADOPTING WATER CHARGES IN ACCORDANCE WITH ARTICLE XIIIID OF THE CALIFORNIA CONSTITUTION.

MOTION by Mayor Pro Tem Busch, SECONDED by Mayor McDowell to adopt Resolution No. 4627 declaring the results of the proceedings for adopting water charges in accordance with Article XIIIID of the California Constitution. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MINUTES OF THE REGULAR CITY COUNCIL MEETING
NOVEMBER 3, 2009
PAGE NO. 4
Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1435

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND EL SEGUNDO MUNICIPAL CODE § 11-1-5.

Mayor Pro Tem Busch introduced the ordinance.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

2. Approved Warrant Numbers 2574039 to 2574254 on Register No. 2 in the total amount of $2,422,812.94 and Wire Transfers from 10/09/09 through 10/22/09 in the total amount of $1,946,631.81. 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. Waived second reading and adopted Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods. (Fiscal Impact: None)

5. Adopted Plans and Specifications for the replacement of sanitary sewer mains at various locations within the Smoky Hollow Specific Plan area of the City of El Segundo. Project No.: PW 09-09 (Fiscal Impact: $1,500,000) Authorized staff to advertise the project for receipt of construction bids.

6. Adopted Resolution No. 4628 to schedule a public hearing for December 1, 2009 to consider partially vacating a sanitary sewer easement located at 900 N. Sepulveda Boulevard and accept a replacement sanitary sewer easement from the Boeing Company. (Fiscal Impact: None)

7. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN
8. Awarded purchase order to Motorola for the purchase of radio equipment in the amount of $27,860.66 and second amendment to the Maintenance Agreement No. 3995 with Advanced Electronics in the amount of $33,294.44 for new Fire Station No. 2 (2261 E. Mariposa Avenue). (Fiscal Impact: $61,155.10) Authorized the City Manager to execute all necessary documents in a form as approved by the City Attorney.

9. Adopted the resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, Resolution No. 4629, the El Segundo Police Officers’ Association, Resolution No. 4630, the El Segundo City Employees’ Association, Resolution No. 4631, the El Segundo Police Support Services Association, Resolution No. 4632, and the El Segundo Supervisory and Professional Employees’ Association, Resolution No. 4633. (Fiscal Impact: Included in adopted budget)

10. PULLED FOR DISCUSSION BY MAYOR MCDOWELL

11. PULLED FOR DISCUSSION BY CITY MANAGER WAYT

12. Authorized the City Clerk to file the City’s Planning and Building Safety Director’s Notice of Completion in the County Recorder’s Office and authorized the City Manager to accept completion of work for 21 homes related to the City’s Residential Sound Insulation Program’s Group 30 (Project No. RSI 08-22). (Final Contract Amount: $619,760.34, less liquidated damages as authorized by the City Manager)

13. Awarded a contract extension to Wyle Laboratories, Inc. for Construction Monitoring and Oversight Services related to the Residential Sound Insulation (RSI) Program. (Fiscal Impact: $64,572) Authorized the City Manager to execute extension in a form approved by the City Attorney.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Busch to approve Consent Agenda items 2, 3, 4, 5, 6, 8, 9, 12, and 13. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

CALL ITEMS FROM CONSENT AGENDA

7. Consideration and possible action regarding a lease agreement between the City of El Segundo and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular allowing the construction and operation of wireless communications equipment at the City water tower located at 400 Lomita Street. (Fiscal Impact: 19,800.00 revenue to the General Fund)
MOTION by Council Member Brann, SECONDED by Council Member Jacobson, to Authorize the City Manager to execute a Memorandum of Lease and Lease Agreement No. 4017 between the City of El Segundo and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular allowing the construction and operation of wireless communications equipment at the City water tower located at 400 Lomita Street. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

10. Consideration and possible action regarding the dedication of the flagpole at Fire Station #2 in honor of El Segundo's late Councilmember John Gaines. (Fiscal Impact: $500)

MOTION by Mayor McDowell, SECONDED by Council Member Fisher to approve the dedication of the flagpole at Fire Station #2 in honor of El Segundo's late Councilmember John Gaines. MOTION PASSED BY UNANIMOUS VOICE VOTE 5/0

11. Consideration and possible action regarding awarding a contract to S&L Specialty Contracting, Inc. for construction related to Group 38 (26 homes) of the City’s Residential Sound Insulation Program (Project No. RSI 09-19). (Estimated construction costs and retention: $782,980)

James O’Neil stated that it has come to the attention of the City that this bid has been determined non-responsive. He request Council to reject the bid from S&L and waive the irregularities and award the bid to Big West Construction in the amount of $725,699.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to reject the bid from S&L as non-responsive and waive the irregularities and award the bid to Big West Construction in the amount of $725,699 and authorize the City Manager to execute Contract No. 4018.

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY, thanked his wife for 25 years of marriage.

I. REPORTS – CITY CLERK – NONE

J. REPORTS – CITY TREASURER – NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – NONE

Council Member Fisher – Congratulated staff on a successful Halloween Frolic.

Council Member Jacobson –
14. Consideration and possible action regarding adoption 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.

MOTION by Council Member Jacobson, SECONDED by Mayor McDowell to adopt Ordinance No. 1434 amending El Segundo Municipal Code Section 1-4-4 relating to City Council meetings. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MCDOWELL, JACOBSON, FISHER, AND BRANN. NOES: BUSCH. 4/1

Mayor Pro Tem Busch – NONE

Mayor McDowell – Thanked Jane Harman for her attendance at the Halloween Frolic. He also spoke regarding the budget for 2010 -11 and the work that was being done already, and stated that it will be especially difficult this year and next due to declining revenues.

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.

Mike Robbins, Resident; spoke regarding the State budget.

Jack Kenton, Resident; spoke regarding the traffic circulation plan.

Liz Garnholz, Resident; spoke regarding traffic, the Council agenda packet, and budgeting.

Mayor McDowell requested a report on the signalization on Douglas Street be made to Council at a future meeting.

Mayor Pro Tem Busch requested the cancellation of the H1N1 clinic be agendized for the next meeting.
MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 8:12 p.m.

Cindy Mortesen, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action on awarding RFP No. #09-17 (Police Towing and Storage Services) to Manhattan Beach Towing as the City’s primary tow contractor and authorize the City Council to execute a four-year agreement in a form approved by the City Attorney with three one-year term extensions, for a maximum total contract length of seven years. (Fiscal Impact: None.)

RECOMMENDED COUNCIL ACTION:

1. Award a four-year contract to Manhattan Beach Towing as the City’s primary tow contractor;
2. Authorize the City Manager to execute an agreement in a form approved by the City Attorney with Manhattan Beach Towing;
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Towing bid matrix
Proposal submitted by Manhattan Beach Towing

FISCAL IMPACT: None

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<tr>
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ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: David Cummings, Chief of Police
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The City contracts with a tow company to provide towing and storage for vehicles that are impounded (i.e. illegal parking, traffic accidents, arrests, stolen vehicles, etc.). On average, the City orders 45-55 tows per month.

On August 27, 2009, RFP #09-17 was issued to eight tow companies. Completed proposals were due back on September 17, 2009. The City received proposals from the following seven tow companies: ABA Tow, Hisham’s Tow, Manhattan Beach Towing, Roman’s Towing, Southside Tow, US Tow, and Van Lingen Tow.
The RFP designated several requirements; these included secured garage facilities, vehicle storage capacities, distance from city civic center, physical site security, and tow rates etc.

Staff reviewed the proposals and determined all seven companies meet the requirements of the RFP.

The City Attorney’s office conducted a review of public records for a civil background check on the seven companies. This review included an inspection of complaints filed with regulator and consumer agencies, civil litigation records, and publicly accessible criminal records to locate any matters involving the proposed operators and their principals.

The City’s current towing contract is with Manhattan Beach Towing. The Police Department’s staff consensus is that the City and community have received excellent service from Manhattan Beach Towing for the past seven years with an absolute minimum of citizen complaints.

Based upon business location, background and reference checks, service costs, and our professional relationship with them, staff recommends that Manhattan Beach Towing be selected as the City’s tow company.
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</tr>
<tr>
<td>Standard (0800-1700)</td>
<td>$109.50</td>
<td>$120 hr</td>
<td>$110 hr</td>
<td>$105 hr</td>
<td>$105</td>
<td>$99</td>
</tr>
<tr>
<td>Standard (1700-0800)</td>
<td>$109.50</td>
<td>$120 hr</td>
<td>$110 hr</td>
<td>$105 hr</td>
<td>$105</td>
<td>$99</td>
</tr>
<tr>
<td>Heavy Equip 3/4 ton+</td>
<td>$137.50</td>
<td>$180 hr</td>
<td>$225 hr</td>
<td>3/4 ton$155</td>
<td>$168</td>
<td>$148.50</td>
</tr>
<tr>
<td>(0800-1700)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 ton+</td>
<td>$205</td>
</tr>
<tr>
<td>Heavy Equip 3/4 ton+</td>
<td>$137.50</td>
<td>$180 hr</td>
<td>$225 hr</td>
<td>3/4 ton$155</td>
<td>$168</td>
<td>$148.50</td>
</tr>
<tr>
<td>(1700-0800)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 ton+</td>
<td>$205</td>
</tr>
<tr>
<td>Release fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard (0800-1700 M-F)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Standard (all other off-hours)</td>
<td>$54.75</td>
<td>$0</td>
<td>$50</td>
<td>$50</td>
<td>$0</td>
<td>$49.50</td>
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<tr>
<td>Motorcycles</td>
<td>$0.00</td>
<td>$75</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$35</td>
</tr>
<tr>
<td>Car/van/suv</td>
<td>$0.00</td>
<td>$75</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$35</td>
</tr>
<tr>
<td>Trucks/1 ton</td>
<td>$0.00</td>
<td>$75</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$55</td>
</tr>
<tr>
<td>Heavy trucks</td>
<td>$0.00</td>
<td>$1</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$65</td>
</tr>
<tr>
<td>Additional Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Movement of vehicle</td>
<td>$54.75</td>
<td>$45</td>
<td>$0</td>
<td>$0</td>
<td>$52.50</td>
<td>$49.50</td>
</tr>
<tr>
<td>Dolly required</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$25</td>
<td>$0</td>
</tr>
<tr>
<td>Truck arrived, send away</td>
<td>$54.75</td>
<td>50% charge</td>
<td>50% charge</td>
<td>50% charge</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Storage fees per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motorcycles</td>
<td>$15</td>
<td>$28</td>
<td>$29</td>
<td>$25</td>
<td>$9</td>
<td>$15</td>
</tr>
<tr>
<td>Standard</td>
<td>$28.50</td>
<td>$28</td>
<td>$29</td>
<td>$25</td>
<td>$28</td>
<td>$30.15</td>
</tr>
<tr>
<td>Truck/SUV's over 1 ton</td>
<td>$28.50</td>
<td>$30</td>
<td>$29</td>
<td>$25</td>
<td>$28</td>
<td>$30.15</td>
</tr>
<tr>
<td>Heavy trucks</td>
<td>$34.50</td>
<td>$30</td>
<td>$40</td>
<td>$40</td>
<td>$39</td>
<td>$43</td>
</tr>
</tbody>
</table>

*Hishams Tow charges $30 for every 15 minutes over one hour
**Manhattan Beach Towing charges every minute over one hour at a rate of $1.83 per minute
***Southside Towing charges every minute over one hour at a rate of $1.75 per minute
REQUEST FOR PROPOSALS

Sealed proposals must be received before 11:00 a.m. on Thursday, September 17, 2009, by the City Clerk's office for the City of El Segundo, 350 Main Street Room 5, El Segundo, CA 90245-3813 for Police Towing and Storage Services.

Packets may be obtained from the El Segundo Police Department, Administrative Sergeant or by Federal Express. Call (310) 524-2268, for delivery via Federal Express. Have your Federal Express account number available. Please refer to specifications for complete details and bid requirements.

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

Purchasing Agent
CITY OF EL SEGUNDO

REQUEST FOR PROPOSAL

PROPOSAL # 09-17

PROPOSALS ARE DUE: NOT LATER THAN 11:00 A.M. Thursday, September 17, 2009.

The City of El Segundo invites sealed proposals for: Police Towing and Storage Services.

The City of El Segundo is seeking proposals from qualified firms to provide Police Towing and Storage Services.

1. Return original of Proposal to:
   City of El Segundo
   City Clerk
   350 Main Street, Room 5
   El Segundo, CA 90245-3813

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.

MANHATTAN BEACH TOWING
Company

MOHSEN MAJDI
Name (Print)

(310) 676-3400
Company Phone No.

4622 MARINE AVE. LAWNDALE CA 90260
Address

Signature

OWNER
Title of Person Signing Bid
PROPOSAL INSTRUCTIONS

1. **Submitting Proposals.** (a) Proposals must include this form, in its entirety, in a sealed envelope with the wording "Proposal," proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.

2. **Alternatives.** Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.

3. **Currency.** All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.

4. **Preparation.** All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.

5. **Rejection.** The City may reject any or all proposals and waive irregularity in any proposal.

6. **Default.** In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.

7. **Assignment.** No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.

8. **Subcontractors.** The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.

9. **Indemnification.** The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.

10. **Bonds.** When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond
must be required of the successful proposer when stated in the specification (cash
deposit, certified or cashier's check or money order may be substituted in lieu of
either bond).

11. **Insurance.** This is a contract involving services and the City requires insurance.
Insurance must be primary insurance and must name the City of El Segundo as an
additional insured. Proof of insurance in the following amounts must be provided
prior to contract signing: liability in the amount of $1,000,000, automobile in the
amount of $1,000,000, worker's compensation in accordance with California law
and Garage Keeper's Liability of $1,000,000 each occurrence/$2,000,000 policy
aggregate. Specific insurance requirements are set forth in the sample contract.
**BIDDERS MUST SIGN AND RETURN EXHIBIT B, INSURANCE
REQUIREMENTS, WITH THEIR PROPOSAL.**

12. **On-Site Inspection.** A tour of your location facility will take place after the proposals
are opened as part of the evaluation process. Date and time to be determined later.

13. **Proposal Rejection.** The City may reject the proposal of any proposer who
previously failed to perform properly, or complete on time, contracts of a similar
nature, or to reject the proposal of a proposer who is not in a position to perform
such a contract satisfactorily. The City may reject the proposal of any proposer who
is in default of the payment of taxes, licenses or other monies due to the City of El
Segundo.

14. **Contract Pricing.** Except as otherwise provided, price proposals must remain
consistent through the term of this contract.

15. **Proposal Questions.**

Questions should be forwarded on letterhead to:

City of El Segundo
Police Department
Attn: Sgt. Jeff Leyman
348 Main Street
El Segundo, CA 90245

Questions may also be faxed to (310) 607-9171

The last day for questions and site visits will be the Friday before the proposals are
due.
CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as Exhibit "C."

STATEMENT OF WORK AND FORMAT

The City of El Segundo (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder," "Contractor," and "Consultant" are used interchangeably.

CITY MANAGER - the City Manager of the City.
CHIEF OF POLICE - the Chief of Police of the City of El Segundo or his authorized representative
POLICE DEPARTMENT - the Police Department of the City of El Segundo.
OPERATOR/BIDDER - the tow service and vehicle storage owner submitting the Proposal.
ALTERNATE OPERATOR - a vehicle tow and storage service acting on the behalf the operator.

1. Purpose:
   To provide a work force of company licensed/skilled towing equipment operator personnel, materials, tools, equipment, and transportation to perform towing services at public and private properties under the jurisdiction of the City of El Segundo's Police Department. The Contractor shall be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract.

2. Proposal Schedule: Following is a tentative schedule of events:

   Request for Proposal mailing: Thursday, August 27, 2009
   Deadline for Written Questions: Friday, September 4, 2009 @ Noon
   Responses to Questions: Thursday, September 10, 2009
   RFP Opening: Thursday, September 17, 2009 @ 11:00 a.m.
   City Council Award: Tuesday, October 6, 2009
   Contract Execution and Start: October 7, 2009

Proposal Requirements

Three copies of the proposal must be received by the City of El Segundo, 350 Main Street Room 5, El Segundo, CA 90245-3895, Attn: City Clerk, not later than 11:00 a.m. on Thursday, September 17, 2009.
Evaluation of Proposals

The proposals will be reviewed by City staff. Proposals will be evaluated based on the following qualifications criteria:

1. Contractor's understanding of scope of work.

2. Contractor's approach to performing the tasks defined in the Scope of Work.

3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

Recommendation to City Council for Contract Award

Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and the City's sole discretion. The City Council is under no obligation to contract with any applicant.

3. Introduction/Background:

City wishes to provide towing services and garage impound and storage facilities for the purposes of towing away and impounding all motor vehicles (i) involved in traffic accidents; (ii) violating various sections of federal or state law (including, without limitation, the California Vehicle Code) or the El Segundo Municipal Code ("ESMC"); (iii) being held by the El Segundo Police Department (the "Police Department" as evidence in criminal cases; and (iv) for such other tow-away or impound services whether for public or private property as City requests from time to time.

4. Objective(s)/Work Products:

Refer to the terms of the Agreement included as Exhibit A

5. Work Statement: Refer to the terms of the Agreement included as Exhibit A

6. Required Qualifications:

Refer to the terms of the Agreement included as Exhibit A

7. Time Schedule:
The initial term of this Agreement is a four-year period with an option for three one-year additional terms, for a maximum total contract length of seven years, effective upon receipt of a fully executed City of El Segundo Professional Services Agreement (Contract). This Agreement may be terminated by the City, in its sole discretion, upon written notice to the Operator, at any time during the term of this Agreement.

8. **Response Submittal Requirements.**

   (a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

**FORMAT**
Each proposal must be submitted in two parts:

Part I must relate to the Technical Proposal
Part II must relate to the Cost Proposal

**PART I - TECHNICAL PROPOSAL**

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Table of Contents - Clearly identify material contained in the proposal by section and page number.

Introduction (Section 1) - Contents to be determined by contractor.

Project Analysis (Section 2) - Provide an explanation and interpretation of the challenges identified in this RFP.

Objective, Scope, Nature of Proposed Program (Section 3) - Describe the overall approach to the challenges, including the objective and scope of work to be performed by the contractor.

Work Program (Section 4) - Describe the work or tasks to be performed.

Methodology (Section 5) - Describe the methodology and techniques to be employed.

Project Management (Section 6) - Describe the proposed management structure, organization of contracting group, and facilities available.
Assigned Personnel (Section 7) - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Schedule (Section 8) - List the proposed schedule of activities including labor hours.

Program Monitoring (Section 9) - Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

City Resources (Section 10) - Describe and City services and staff resources needed to supplement contractor activities to achieve identified objective(s).

Subcontractors (Section 11) - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Contractor Capability and References (Section 12) - Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients.

Alternative Proposals (Section 13) - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

a. Work Program
b. Methodology
c. Assigned Personnel

Conflict of Interest (Section 14) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

PART II - COST PROPOSAL

Name and Address
The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

I. **Signature.** An authorized representative of the bidder MUST sign all proposals.

II. **Due Date.** The proposer must submit THREE (3) complete copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal # 09-17." All proposals must be received before 11:00 a.m. on Thursday, September 17, 2009, and should be directed to:

   City Clerk  
   City of El Segundo  
   350 Main Street, Room 5  
   El Segundo, CA 90245-3813

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

III. **Addenda.** City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of Thursday, August 27, 2009 to Thursday, September 10, 2009.

IV. **Rejection.** A proposal may be deemed nonresponsive and may be immediately rejected if:
- It is received at any time after the exact date and time set for receipt of proposals and/or;
- It is not prepared in the format prescribed and/or;
- It is signed by an individual not authorized to represent the firm.

V. **Disposition of Proposals.** The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.

VI. **Proposal Changes.** Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City.
All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

1. Contractor's understanding of scope of work.

2. Contractor's approach to performing the tasks defined in the Scope of Work.

3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.
Exhibit B

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Garage keeper’s liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any explanatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

9-05-09
Date

MOHSEMAJID
Bidder
WORK STATEMENT

1. GENERAL

1.1 Statement of Work
The operator must provide a work force of company licensed/skilled towing equipment operator personnel, materials, tools, equipment, and transportation to perform towing services at public and private properties under the jurisdiction of the City of El Segundo's Police Department. The Operator shall be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract.

1.2 Financial Statement
The bidder shall provide a balance sheet for the last operating year, plus additional information updating this statement.

1.3 Hourly Rate/Certified Payroll
The bid document must reflect all charges for labor, materials, tools, and transportation must include overhead and profit. A breakdown of hourly rates for towing personnel or supervisor(s) is not required.

1.4 Crew Personnel - Rejection/Replacement
The City reserves the right to reject any crew personnel or supervisor of the operator's work force. It is the operator's responsibility to replace such rejected workers in a manner that will not affect the performance of the contract responsibilities as specified in the contract document.

1.5 Work Force/Schedule/Shift/Manpower
1.5.1 The work force must consist of company skilled towing personnel and include any subcontractors. The designated Leadworker must have the ability to communicate with City staff in English. In the event of the absence of the regular Leadworker, it is the responsibility of the operator to designate an acting Leadworker to oversee the crew while performing the towing operations specified by the contract. The operator must notify the City of any such designation before the beginning of any shift by contacting the Watch Commander's office at (310) 524-2255.

1.5.2 Identification of Vehicles: All vehicles and equipment utilized in connection with the contract must be visibly marked with company identification.

1.5.3 All employees must be at least eighteen (18) years of age thoroughly trained and qualified in the work assigned to them.
1.5.4 Operator must provide uniforms to the employees who are assigned to do the work on the contract, so that the operator’s employees may be easily identified. Uniforms must bear the employee’s name and the company’s name and/or logo and present a professional appearance.

1.5.5 At the discretion of the Chief of Police, the Operator and his employees may be fingerprinted at the Police Department within thirty (30) days after the agreement is executed; all persons who subsequently become officers or employees of the Operator may be fingerprinted before such appointment or employment for the purpose of determining criminal record status.

1.6 Labor Strike
1.6.1 The operator is responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the operator has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the operator must immediately give written notice thereof to the City.

1.6.2 It shall be the operator's responsibility to provide continuous towing services, without interruption, to all locations as requested. In the event of a labor strike, the operator must provide other means, at same cost, as to provide continuous and comparable service in accordance with these specifications with prior written approval of the Chief of Police. Failure to do so will cause the City to take whatever action it deems necessary to obtain other Towing and Storage services.

1.6.3 It is the responsibility of the Operator to make necessary arrangements with other Alternate Operator(s) to respond to City's request for vehicle tow service when Operator equipment is unable to respond. The Operator shall be responsible for notifying the Watch Commander at the El Segundo Police Department in advance of any tow service request to be handled by an Operator. Such Alternate Operator(s) must take any vehicle to the Operator's premises for storage. The City assumes no financial or other responsibility if this prior notification process is not followed, and the vehicle will not be released to the Alternate Operator. It is further understood that when such occasions occur and Operator cannot respond in a reasonable time, the Chief of Police or designee, can make such arrangements to meet this emergency as deemed necessary.

1.7 Subcontractor/Assignment of Contract
The operator cannot subcontract any portion of this contract or any additions made to the contract without first receiving approval from the City. All persons engaged in towing work shall be considered employees of the operator, with the supervisor being directly responsible for their work. The contract cannot be assigned to another owner or entity without City approval.
1.8 Duties and Responsibilities

1.8.1 The Chief of Police will act as the contract administrator and will manage, coordinate, and administer the contract and verify completion of all towing operations specified in the contract document. He/She will also provide written notice of failure to perform the contract and indicate the amount to be deducted from the forthcoming progress payment.

1.8.2 The operator's Leadworker/supervisor is responsible for the execution of the towing operations specified herein. He/She represents the operator and is responsible for the supervision of the operator's employees while they are performing the towing service.

1.8.3 Quality of Work
   All work must be performed in accordance with the best towing, safety practices and standards of cleanliness.

1.10 Disclosure of Information
   The operator cannot issue or release for publication any articles, advertising or publicity matters relating to the services performed by the operator hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

1.11 Key Control
1.11.1 The operator must adequately secure the keys and other entry devices.

1.11.2 The operator cannot duplicate or allow such items to be duplicated or removed from the site of the services.

1.11.3 The operator must immediately report any item, which becomes lost, missing, broken, or stolen to the contract administrator. Should the operator lose or have stolen any keys, the cost of changing locks, keys, or other devices will be borne solely by the operator for work performed under this contract.

1.12 The right of any vehicle owner involved in a traffic collision to call for tow service of the owner's own choosing cannot be infringed upon so long as the removal of the vehicle can be made without undue delay. In those cases where the owner of a damaged or abandoned vehicle chooses to have the City's tow service and vehicle storage operator transport such vehicle to a location other than the official police impound storage garage, this is a private matter to be arranged between the owner of the vehicle and the Operator.

1.13 If the owner of a vehicle ordered to be stored appears on the scene after the Operator has been called and before the Operator arrival, he/she can request immediate release of his/her vehicle upon obtaining permission from the Chief of Police or his designee. Once permission is obtained, the owner may take possession of his vehicle at no cost.
1.14 The Operator upon signing the Police Department vehicle custody report assumes full liability for the vehicle and its contents. It is the responsibility of the Operator to return all property, which has been removed, from the vehicle for temporary storage to the owner at the time of vehicle release.

1.15 The City reserves the right to inspect the facilities, records, equipment and premises of the Operator hereunder at any time during the life of the agreement, in order to ensure that all the terms and conditions of these specifications are being satisfactorily met and complied with.

2.0 **CONTRACT ADMINISTRATORS**

2.1.1 The Chief of Police is the City's contract administrator and may act on behalf of the City with respect to all aspects of the contract.

2.2 The operator must strictly and promptly follow the instructions of the contract administrator in every case. The contract administrator's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the contract.

3.0 **OBLIGATIONS, WORKMANSHIP, SUPERVISION AND DAMAGE**

3.1 Operators must provide and/or currently possess the following before submitting bid Proposal: 24-hour answering service, central office/yard, two-way radio communication and excellent references from completing towing work for at least (1) other Public Agency, including at least three years' experience in providing Police Towing services.

3.3 All work must meet with the approval of the Chief of Police.

3.7 The operator must provide proper traffic control at all times while working on public right of ways to provide a safe environment for all parties concerned.

3.8 The operator will report without delay and damage to City equipment or property and is responsible for the replacement of any said damage caused by his act hereunder.

4.0 **OPERATOR SERVICE REQUIREMENTS. THE OPERATOR MUST:**

4.1 Operate on a 24-hour, 365 days per year basis any emergency or routine towing service without delay in response to Police Department request for service.

4.2.1 The City of El Segundo has the right to inspect all books and records pertaining to the operator's charges.

4.3 Operate standard tow trucks and adequate equipment to handle any passenger vehicle, small truck, large truck, trailer, or similar heavy equipment.
4.4 Operate a cable wrench of sufficient size and capacity to retrieve vehicles, which have gone over embankments or off-traveled portions of roadways into inundated areas or other inaccessible locations.

4.5 Operate and maintain a minimum of two (2) standard tow trucks and tow truck drivers who will be available at all times with sufficient equipment to provide expeditious movement of disabled vehicles involved in multi-vehicular collisions.

4.6 Operator must provide tow service without cost to City when City owned vehicle up to one ton is towed.

5.0 VEHICLES STORAGE REQUIREMENTS

5.1 At the time of bidding or within (30) days after award of bid the following facilities must be provided within an eight-mile radius of the civic center of the City of El Segundo.

5.2 Secure garage facility for impounded vehicles. The secured garage facility for impounded vehicles shall be available to house two vehicles within a fully enclosed building that must be locked at all times. These vehicles cannot be moved or touched in any manner after storage therein without the prior written consent of the Chief of Police, except by El Segundo Police Department sworn personnel showing the proper identification. It should be noted that these vehicles may constitute criminal evidence and any persons tampering with the vehicles may be prosecuted.

5.3 Short-term secured storage. The short-term secured storage yard facilities must accommodate ten vehicles from El Segundo for at least ten (10) days. This area must be isolated from the normal storage area.

5.4 Long-term secured storage yard facilities. Long-term secured storage yard facilities must be provided for storing at least thirty vehicles from El Segundo for a period exceeding ten (10) days.

5.5 Storage lots and/or yards. Storage lots and/or yards must be enclosed by a fence or wall of at least six feet in height constructed of material to be approved by the Chief of Police; must be adequately illuminated during the hours of darkness; shall be locked at all times; must have sufficient space to segregate hazardous vehicles. The operator must make all provisions necessary to ensure that the public is restricted from unescorted entry. Lots shall be located so as to be under constant surveillance of Operator or other security measures approved by the Chief of Police.

5.6 If vehicles requiring storage in a secured building as outlined in Section 14, II.A, exceed the building storage capacity, the operator must, before moving the vehicles, immediately contact the Watch Commander at the El Segundo Police Department to ascertain the appropriate disposition of the vehicles.
5.7 Any property removed from a vehicle must be stored in a separate locked locker, and individual records maintained for each vehicle.

5.8 The Operator must submit to the Chief of Police a statement certifying whether the real property to be used by the Operator for the vehicular storage proposed herein is owned or leased; and if such property is being leased, it must be stated from whom it is leased and the expiration date of said lease.

6.0 CITY OF EL SEGUNDO ADMINISTRATIVE SURCHARGE
The City of El Segundo will charge a 10% administrative surcharge of the gross receipts for all tow services, charges and vehicle storage. Fees are due and payable to the City of El Segundo ten (10) calendar days following each three (3) month period after the effect of the contract date for furnishing tow service and vehicle storage.

7.0 OPERATOR ADMINISTRATION
7.1 The Operator must maintain its place of business records of all impounded and stored vehicles ordered by the Police Department and such records must be available for review and/or audit to any authorized member of the Police Department and any persons specifically authorized in writing by the City Manager.

7.2 Records must include, without limitation:

7.2.1 Police Department vehicle custody report, which are required on all police ordered storage. Each report must be time stamped at time of vehicle storage and at time of release. The Operator will forfeit first day storage charge if report is not time stamped. All cases where a vehicle has been stored for less than two (2) hours, no daily storage will be assessed.

7.2.2 Copies of registered letters (where applicable).

7.2.3 Chart sheets listing tow charges and storage fees against each individual vehicle and when possible containing the owner's release (signature). The appropriate lien charge, if applicable, may be assessed to the vehicle owner at the time of the vehicle's release if the Operator has incurred such a charge as a result of lien proceedings initiated in the manner prescribed by law. All lien charges collected by the Operator must be supported by documentation showing the Operator's cost. NO PERSON TAKING CUSTODY OF A VEHICLE WITHIN TEN (10) DAYS (240 HOURS) OF THE TIME OF STORAGE OR IMPOUND (AS INDICATED BY TIME STAMP) CAN BE REQUIRED TO PAY ANY LIEN CHARGES OF ANY AMOUNT

7.2.4 A ledger account must be maintained by date of impound, amount of each charge as a separate entry, and total of all charges for the City of El Segundo only. Such entries must be supported by the documents call for above.
7.2.5 The records listed above must be maintained in jacket files by month, by chronological date of impound and storage. Such records must be placed in storage and maintained for five (5) years from preparation and shall be made available as indicated above.

7.2.6 No work or contract may be entered into between the Operator and the vehicle owner or his agent until the Chief of Police, or his designate has released the vehicle.

7.2.7 All towing rates and other fees pursuant to this contract must be posted in a conspicuous place where the public would transact business to obtain any vehicular release.

7.2.8 The Operator must at all times comply with federal, state, and local laws now in effect or hereafter enacted, and must obtain and maintain at its own cost and expense all necessary licenses and permits.

8.0 CHANGE OF OWNERSHIP
The qualifications and abilities of the Operator to carry out the terms of this Agreement are of particular concern to the City. Therefore, the Operator cannot assign or otherwise transfer this Agreement nor sell, convey or otherwise transfer, voluntarily, or involuntarily, the business, in whole or in part, without the express written consent of the City Council.
9.0  RFP PROPOSAL SHEET


Note: All rates must conform with Vehicle Code § 22658(i) and applicable CHP tow contracts.

1. RATES AND CHARGES:

   (A) Police-ordered impound tow charges for motorcycles, passenger cars, SUV’s, passenger vans, and pickup trucks up to ¾ ton capacity during the hours of 8:00 a.m. to 5:00 p.m. will be at the rate of:

   $ 110.00

   and during the hours of 5:00 PM to 8:00 AM will be at the rate of:

   $ 120.00

   (B) Police-ordered impound tow charges for trucks (over ¾ ton) heavy equipment during the hours of 8:00 a.m. to 5:00 p.m. will be at the rate of

   $ 225.00

   and during the hours of 5:00 p.m. to 8:00 a.m. at the rate of

   $ 225.00

   (C) Charge for police requested release:

       1) Motorcycles

       2) Passenger cars, vans, SUV’s, and trucks to ¾ ton

       $ 50.00
3) Trucks, and SUV's one (1) ton $ 0

4) Heavy trucks and equipment (1-1/2 ton and over) $ 0

(D) Where additional labor is required to facilitate the movement of the vehicle, it may be charged at the rate of:

$ 0

(E) Should the use of a "dolly" be required, the use thereof may be charged at the rate of:

$ 0

(F) Where the tow truck has been ordered, arrives at the scene and vehicle is released without towing services being performed, the charge for the tow truck response shall be:

$ 50% off the price

(G) The charge for a vehicle release during normal operating hours of 8:00 a.m. to 5:00 p.m., Monday and Friday shall be a fee not to exceed for each service rendered, the amount of:

$ 

during other than normal operating hours:

$ 

(H) Storage of the following vehicles shall be charged at the rate per day of:

1) Motorcycles $ 30.00

2) Passenger cars, vans, SUV's, and pickup trucks up to ¾ ton capacity $ 30.00

3) Trucks, and SUV's, one (1) ton $ 40.00

4) Trucks 1-1/2 ton and over $ 40.00
Any part of one day will constitute one day's storage. One day's storage shall be 24 hours from time of pick up to time of release.

2. LOCATION:

(A) Short-term storage yard facilities are located at:

4622 MARINE AVE, LAWNDALE, CA 90260

(B) Impound garage facility is located at:

4622 MARINE AVE, LAWNDALE, CA 90260

(C) Storage facility for long-term impounds are located at:

4622 MARINE AVE, LAWNDALE, CA 90260

3. I (we) hereby certify that I (we) own/lease (check one) the real property that will be used for:

A. Short-term storage yard facilities
   Own ☐ Lease ☐

B. Short-term garage facility
   Own ☐ Lease ☐

C. Long-term storage facility
   Own ☐ Lease ☐

4. If leasing the property mentioned in 3 above, please state the following:

Name of Lessee: MR. KENNY OSAKO

Address of Lessee: 17518 KRISTINE AVE, TORRANCE, CA 90504

Date of lease expiration: 12-01-2014

5. I hereby certify that I am able to comply with all requirements as listed on these proposal sheets that constitute my bid for the furnishing of towing service and storage garage facilities to the City of El Segundo for the period of four (4) years and three (3) one year options commencing
I ACKNOWLEDGE THE REQUIREMENT TO PROVIDE DOCUMENTATION AS CALLED OUT HEREIN.

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

Company: MANHATTAN BEACH TOWING

By: MOHSEN MAJID

Address: 4622 MARINE AVE. LAWNDALE 90260

Title: OWNER

Telephone No. (310) 676-3400

Fax: (310) 978-9621

E-mail address: RAMSEY.MAJID@GMAIL.COM

Date: 9-05-09
11.0 VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm’s qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm’s vision and mission statements, and key services offered.

WE HAVE 12 EMPLOYEES. ALL EMPLOYEES THEY ARE PROFESSIONAL WITH THEM JOB AS: DAY MANAGER. NIGHT MANAGER. TOW TRUCK DRIVERS AND 24 HOUR’S DISPATCH. SEVEN YEARS WITH EL SEGUNDO POLICE DEPARTMENT. OVER 19 YEARS WHIT AUTO MOBIL CLUB OF SOUTHERN CALIFORNIA

References: List a minimum of (1) client for whom you have been providing Police Towing services, preferably a Public Agency. For each reference, include organization name, address, and the name and telephone number of the contact person.

1-EL SEGUNDO POLICE DEPARTMENT
2-AUTO MOBIL CLUB OF SOUTHERN, CALIFORNIA

MR. SAMUEL J. BRIVER, SUPERVISOR
(562) 497-7056 - 4800 AIRPORT PLAZA DRIVE, LONG BEACH, CA 90815

Contract administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

1-EL SEGUNDO POLICE DEPARTMENT: 7 YEARS
2-AUTO MOBIL CLUB OF SOUTHERN, CALIFORNIA: 19 YEARS +

Emergency information: List names and telephone numbers of persons that the City will need to contact after hours, on weekends or holidays.

MOHSEN MAJD: 7 DAYS A WEEK. 24 HOURS
1-OFFICE: (310) 676-3400
2-CELL: (310) 444-1160
3-HOME: (310) 541-2416
VENDOR QUESTIONNAIRE
(Continued)

Subcontracting: Is your firm planning to subcontract portions of the work? Yes [ ] No [X]. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent full-time employee? What percentage of your staff is currently employed full-time on a permanent basis?

MANHATTAN BEACH TOWING STAFF: THEY ARE 12 DRIVER'S, FULL TIME, 24 HOURS, 7 DAY'S A WEEK DISPATCH, 5 DAYS AND NIGHT MANAGER'S.

Business License: Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractor listed above.)

Certificate of Insurance: The Operator must have insurance meeting the minimum insurance requirements set forth herein (see Bidder Requirements On-Site Services). Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. A certificate of insurance must be furnished to the City within fourteen (14) days after notification of award.

Clarification, Exception or Deviation: Each bidder may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there is no clarification, exception or deviation indicated, it will be considered that none exists.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: November 17, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding the acceptance of the Softball Field Wall at 339 Sheldon St. – Project No. PW 09-03. (Fiscal Impact: $206,825.00)

RECOMMENDED COUNCIL ACTION:
Recommendation – (1) Accept the work as complete; (2) Approve an additional appropriation of $6,000 from the General Fund Reserves; (3) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; and (4) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Notice of Completion

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $201,550.00
Additional Appropriation: Yes $6,000.00
Account Number(s): 301-400-8202-8996

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

BACKGROUND AND DISCUSSION:
On June 16, 2009 City Council awarded Malibu Pacific Tennis Courts, Inc. a contract for $184,750.00 to install a retaining wall at the Softball Field at Recreation Park. To keep completion of the project on schedule additional work was approved on September 3, 2009 to address drainage problems behind home plate and the dugout areas. This work added $16,800 to the contract. In addition, change orders are being recommended on this project to 1) address an unforeseen utility (an unmarked electrical line that was hit - $1,800) and 2) to share the cost of field geotechnical services ($3,525.00). The total cost for this project with those additions is $206,875.00.

On October 28, 2009, staff inspected the completed project and now 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: Softball Field Retaining Wall

Project No.: PW 09-03

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: Public Park

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on October 28, 2009. The work done was: Softball Field Retaining Wall at Recreation Park.

6. On November 17, 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: Malibu Pacific Tennis Courts, 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: Public Park.

9. The street address of said property is: 339 Sheldon 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
AGENDA DESCRIPTION:

Consideration and possible action to extend the City’s agreement with Cassidy & Associates through September 30, 2010, for legislative advocacy services in Washington, D.C., and approve federal work plan. (Fiscal Impact: ($160,000 for FY 2009-2010)

RECOMMENDED COUNCIL ACTION:

1. Authorize the Mayor to execute the an agreement in a form approved by the City Attorney with Cassidy & Associates;
2. Approve the federal advocacy work plan as outlined in Cassidy & Associates Memorandum of November 4, 2009;
3. Authorize an additional appropriation of $20,000 from salary savings;
4. Instruct the City Manager, affected departments, and Cassidy & Associates to work with the Congressional staff and local government associations to pursue the City’s federal funding and program objectives;
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement between Cassidy & Associates and the City of El Segundo
2. Cassidy & Associates memorandum outlining a proposed work plan for FY 2009-2010

FISCAL IMPACT: Budget Adjustment Required

<table>
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<th>Amount Budgeted:</th>
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<td>Additional Appropriation:</td>
<td>Yes $20,000</td>
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<td>Account Number(s):</td>
<td>001-400-2901-6407</td>
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ORIGINATED BY: Bill Crowe, Assistant City Manager

REVIEWED BY:

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Over the past decade, Cassidy & Associates has been successful in federal advocacy on behalf of the City. In addition to their policy work, which has ranged from aviation noise impact related advocacy to base support and retention lobbying on behalf of Los Angeles Air Force Base, Cassidy has been successful at securing federal appropriations for the City on a variety of infrastructure projects. These included projects that supported implementation of the City’s Sewer Master Plan and the Douglas Street Gap Closure. Federal funds of over $10 million have been secured since fiscal year 2000 for these important infrastructure projects.
Earlier this year, Cassidy submitted three projects to Congresswoman Harman’s office for consideration in the federal FY 2010 appropriations cycle -- $2,500,000 for the Arterial Streets Rehabilitation Project, $1,000,000 for Energy Savings Projects at City Hall and Fire Station No. 2, and $2,260,315 for the city’s fiber optic network (I-Net). After discussions with her office, it was decided the best opportunity for securing increased funding for the City this calendar year would be in the reauthorization of the so called “SAFETEA” or highway bill. Consequently, Cassidy submitted and documented a detailed $5,000,000 request to the Transportation Reauthorization bill (reauthorization of SAFETEA) for the Park Place Extension. If appropriated, these funds would be dedicated primarily for the construction of the Park Place Extension and augment the initial $750,000 in federal funding secured toward this project.

Looking forward to the federal FY 2011 work program, Cassidy will be assessing funding opportunities for various energy savings projects, the city’s I-Net, arterial streets rehabilitation, and additional funding for the Park Place Extension. Cassidy speculates there may be opportunities for funding these projects in Interior and Environment Appropriations bill, Commerce, Justice, and Science Appropriations bill, Transportation, Housing and Urban Development Appropriations bill, and Homeland Security Appropriations bill.

Therefore, it is recommended that City Council (1) approve an agreement with Cassidy & Associates for federal legislative advocacy services for a monthly retainer of $13,333 or $160,000 annually; (2) approve the federal advocacy work plan as outlined in Cassidy & Associates Memorandum of November 4, 2009; and (3) appropriate an additional $20,000 from salary savings; and (4) instruct the City Manager, affected departments, and Cassidy & Associates to work with congressional members, their staff and local government associations to pursue the City’s federal funding and program objectives.
AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 1st day of October, 2009, between the CITY OF EL SEGUNDO, a municipal corporation, hereinafter referred to as "City" and Cassidy & Associates hereinafter referred to as "Consultant". This Agreement shall be in full force and effect through September 30, 2010, unless extended by mutual agreement of City and Consultant. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit "A" "SCOPE OF SERVICES" and made a part hereof. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a valid El Segundo Business License. Consultants shall begin its services under this Agreement on October 1, 2009. Consultant shall complete each of the services set forth in Exhibit A to the City's satisfaction. If the City is not satisfied with any such services, the Consultant shall work on such matter until the City approves of the service. Further, Consultant shall complete the services set forth in Exhibit A strictly according to the schedule provided therein.

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

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

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

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

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation to the Consultant shall be paid as a fixed monthly retainer not to exceed thirteen thousand three hundred and thirty-three dollars ($13,333) per month. Payments shall be made in approximately thirty (30) days after receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant in 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **ADDITIONAL SERVICES OF CONSULTANT.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit "A", unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

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

9. **TERMINATION OF AGREEMENT.** This Agreement shall expire on September 30, 2010, unless extended by mutual agreement of City and Consultant. The City upon 30 days written notice or 120 days by contractor written notice may terminate with or without cause this Agreement. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

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

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

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

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

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

   B. Consultant covenants that neither they nor any officer or principal of their firm has any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager.
13. **DEFAULT.** In the event that Consultant is in default of any provision of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

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

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

B. **Indemnification for other Damages.** Consultant indemnifies and holds City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Consultant will defend City (at City’s request and with counsel satisfactory to City) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

C. For purposes of this section “City” includes City’s officers, officials, employees, agents, representatives, and certified volunteers.

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

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

F. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.
G. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City.

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

15. INSURANCE.

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

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

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

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

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

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

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

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

(ii) **Automobile Liability:** Including owned, non-owned and hired vehicles for bodily injury and property damage with (See cover letter (page 1) for actual dollar level Requirements):
   - At least $1,000,000 per occurrence.
   - $100,000 - $300,000 per occurrence.
   - As required by State Statutes. A copy of your current policy must be submitted naming yourself and or your company.

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

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

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

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

(b) **General Liability and Automobile Liability Coverages.**
   (i) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.
(ii) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

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

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

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

C. **Other Requirements.** Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(a) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(b) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
(c) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

18. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

20. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

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

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

Consultant:
Gerry Warburg
Cassidy & Associates
700 Thirteenth Street N.W., Suite 400
Washington D.C. 20005-5917

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

22. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Company Name: Cassidy & Associates

By ________________________________

Title ______________________________

CITY OF EL SEGUNDO

______________________________
Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Cindy Mortesen
City Clerk

______________________________
Mark D. Hensley
City Attorney
MEMORANDUM

TO: Mayor Kelly McDowell  
Members of the City Council  
City of El Segundo

FROM: Gerry Warburg and Christine O'Connor  
Cassidy & Associates

DATE: November 4, 2009

RE: Work on behalf of City of El Segundo in Washington

INTRODUCTION

Thank you for the privilege of working on behalf of your community as federal government relations advocates for the City of El Segundo in Washington D.C. This memorandum serves to briefly summarize past, present and future work plans, including results and goals. We welcome the opportunity to address any questions or suggestions members of the City Council or staff may have. We look forward to the continued opportunity to serve the taxpayers and citizens of El Segundo in the year ahead.

PAST ACCOMPLISHMENTS

Our work in Washington has focused on a series of infrastructure and funding issues crucial to El Segundo citizens. Some have been primarily regulatory and policy in nature—such as the continued struggle to shape city, state and federal policy towards the proposed renovation and expansion of Los Angeles International Airport, or the effort to discourage the Pentagon and the Base Closure Commission from acting to shut Los Angeles Air Force Base. Others have been primarily budget opportunities, such as our successful efforts to persuade and assist our congressional delegation to secure federal funds totaling nearly $10 million for El Segundo, funds available in a highly competitive process of lobbying for earmarks for infrastructure improvements. To date, these include:

$3,350,000 for Douglas Street Gap Closure  
$865,000 for Smoky Hollow sewage renovation  
$5,200,000 for the South Bay Corridor Transportation Improvement Project  
$750,000 for the Park Place Extension

Here, we have advanced successful City efforts to secure funds for projects as diverse as the Douglas Street Gap Closure or the Smoky Hollow sewage renovation. We have succeeded in
helping the City win numerous funding grants to support such projects, while ensuring bipartisan support, sympathy and understanding for the challenges confronting our City officials.

**CURRENT EFFORTS**

Earlier this year, we submitted three projects to Congresswoman Harman’s office for consideration in the FY 10 appropriations cycle -- $2,500,000 for the Arterial Streets Rehabilitation Project, $1,000,000 for Energy Savings Projects at City Hall and Fire Station No. 2, and $2,260,315 for the Institutional Network. After discussions with her office, it was decided the best opportunity for securing increased funding for the City of El Segundo this calendar year would be in the reauthorization of the so called “SAFETEA” or highway bill.

Therefore, we submitted and documented a detailed $5,000,000 request to the Transportation Reauthorization bill (reauthorization of SAFETEA) for the Park Place Extension. These funds would be dedicated in El Segundo primarily for the completion of the Park Place Extension. In FY 2008, we were able to secure an initial $750,000 in federal funding toward this project.

The House of Representative is eager to enact the highway bill before the end of the calendar year, while some in the Senate would rather enact a short extension and complete reauthorization next calendar year. While Congress has just returned from the August Recess, with health care, climate change and annual appropriations bills all in must pass situations, it is still not completely clear what the exact timeline for reauthorizing this essential highway bill legislation will be.

**LOOKING FORWARD**

We have begun discussions about funding opportunities for FY 11 with Mayor McDowell and City staff. Among projects currently under consideration are: Smoky Hollow, various energy savings projects, Institutional Network, Arterial Streets Rehabilitation, and last pieces of the Park Place Extension. There may be considerable opportunities for funding these projects in Interior and Environment Appropriations bill, Commerce, Justice, and Science Appropriations bill, Transportation, Housing and Urban Development Appropriations bill, and Homeland Security Appropriations bill.

We will continue to work with Mayor McDowell and City staff to prioritize and update these projects in the coming weeks for FY 11 consideration.

**CONCLUSION**

We appreciate the confidence placed in us by City staff and officials. We welcome the spirit of teamwork and candor that mark both our brainstorming sessions and our systematic, cooperative follow through. We look forward to continued success working together to advance your public interests in the twelve months ahead.
EL SEGUNDO CITY COUNCIL

MEETING DATE: November 17, 2009

AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action regarding the adoption of an ordinance setting the City's water rates for Fiscal Year 2009-2010 through Fiscal Year 2014-2015.
(Potential Fiscal Impact: Approximately $3,640,000 loss in water revenue in FY 2009-2010.)

RECOMMENDED COUNCIL ACTION:

1. Waive second reading and adopt Ordinance No. 1435 setting the amount of Water Rates and Charges pursuant to Safety Codes § 5471 and El Segundo Municipal Code § 11-1-5.

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

ATTACHED SUPPORTING DOCUMENTS:

Proposed Ordinance No. 1435 Establishing Water Rates.

FISCAL IMPACT: None

Amount Requested: $0
Additional Appropriation: No
Account Number(s):

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

BACKGROUND AND DISCUSSION:

On September 1, 2009 the City Council directed staff to administer the Proposition 218 Majority Protest process and set a public hearing on November 3, 2009 for consideration of the proposed water rate increases. At the November 3, 2009 council meeting, a public hearing was held, and a Resolution was adopted establishing methods for administering the majority protest procedures. Also at that time all written and verbal testimony regarding the proposed fee increases was received. It was determined that a majority protest against the proposed fee increases did not exist and a Resolution was subsequently adopted certifying the protest ballot results.

Finally, at that Council meeting an ordinance was introduced setting the amount of water rate and charges pursuant to Health and Safety Code § 5471 and El Segundo Municipal Code § 11-1-5. Finally Council set November 17, 2009 as the Council meeting where the Ordinance could be adopted following the second reading.
At this time staff recommends that City Council waive the second reading and adopt the Ordinance No. 1435 setting the amount of water rates for FY 2009-2010 thru 2014-015.
ORDINANCE NO. 1435

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND EL SEGUNDO MUNICIPAL CODE § 11-1-5.

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

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

A. The City of El Segundo requires a reliable supply of water meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of water rates and charges is to protect the public health, safety and general welfare by providing a reliable and adequate supply of water meeting current and anticipated water quality standards for the residents of the City of El Segundo and to pay for the cost of providing such service.

C. There is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver water service to the residents and non-residential development of the City.

D. The City Council previously set water rates and established administrative procedures for billing and collecting water rates. These actions are reflected, without limitation, in Ordinance 1403 (adopted January 6, 2007).

E. Notice regarding the water rates included in this ordinance was provided in accordance with California Constitution Article XIIID, § 6(c) and Government Code § 54354.5.

F. On November 3, 2009, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to increase the water rates as proposed.

G. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.
H. This ordinance is adopted in accordance with Health and Safety Code § 5471 and El Segundo Municipal Code ("ESMC") § 11-1-5 to establish the City's current water rates.

I. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the staff reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES. Pursuant to ESMC § 11-1-5, the City Council establishes amount of water rates as set forth in attached Exhibit "A," which is incorporated by reference ("Water Charges").

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Water Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed to deliver water service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes Ordinance No. 1403, such repeal or replacement will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed or superseded part of Ordinance No. 1403 will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 7. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 17th day of November, 2009.

______________________________
Kelly McDowell, Mayor

ATTEST:

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1435 was duly introduced by said City Council at a regular meeting held on the 3rd day of November, 2009, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 17th day of November, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

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

By: ___________________________
Karl H. Berger, Assistant City Attorney
### Water Rate Schedules EXHIBIT “A”

#### Recommended Capacity Charges (Monthly)

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#### Recommended Consumption Charges* ($/100 Cubic Feet)

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* Subject to higher adjustments per West Basin Municipal Water District increases that are passed through to the City based upon West Basin's increased costs in operations and water purchase imposed after adoption of these rates.

#### Recommended Consumption Charges-Lifeline* ($/100 Cubic Feet)

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<td>$2.9981</td>
<td>$3.1240</td>
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</table>

* Subject to higher adjustments per West Basin Municipal Water District increases that are passed through to the City based upon West Basin's increased costs in operations and water purchase imposed after adoption of these rates.
Recommended Fire Service Charges (Monthly)

<table>
<thead>
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Recycled Water

The City’s current agreement with WBMWD allows the City to charge only $0.3056 per 100 cubic feet (748 gallons) of recycled water sold to El Segundo customers on top of the actual cost of the water. The City’s Agreement with Chevron Products Company, allows the recycled water markup to be increased up to the same percentage increase it increases the potable water charges, rates or surcharges to other purchasers of potable water. The recycled water markup for Chevron Products Company for the FY 2009-2010 through FY 2014-2015 is shown in the table below:

Chevron’s Recycled Water Markup

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<thead>
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<tbody>
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<td>0.6096</td>
<td>0.6352</td>
<td>0.6618</td>
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</table>
AGENDA DESCRIPTION:
Consideration and possible action to serve as a host location for a community based pandemic H1N1 influenza mass vaccination clinic. (Fiscal Impact: $30,000)

RECOMMENDED COUNCIL ACTION:
1. Authorize staff to coordinate and support a public health H1N1 vaccination clinic within the City of El Segundo boundaries;
2. Authorize the City Manager to sign a contract with the County of Los Angeles;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $0
Additional Appropriation: Yes
Account Number(s): Multiple, listed below
001-300-0000-3735 Revenue - $6,000
001-400-2901-4113 Reimbursable Overtime – $19,500
001-400-2901-5217 Reimbursable Expenditures – $10,500

ORIGINATED BY: Kevin S. Smith, Fire Chief
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The Los Angeles County Department of Public Health has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC) to support the Department of Public Health’s pandemic H1N1 influenza efforts including community based mass vaccination. The Department of Public Health is seeking agencies willing to serve as a Contractor that will host a location for an H1N1 vaccination clinic. The County is offering the City of El Segundo up to $6,000 to serve as a host location. These funds would be used to offset a portion of the City’s costs associated with coordination of and support of the clinic. Costs associated with supporting the clinic are estimated to be $30,000 and would address expenses such as overtime for Fire, Police, and Public Works personnel. These overtime costs are related to the City’s obligation as the Contractor to provide at least twenty City staff members or volunteers; providing law enforcement for site security; coordination of traffic management to and from the site; and coordination of parking lot management. Additionally, it is anticipated that the City may have to contract out for transportation services such as buses to move patrons to and from designated parking locations and the clinic. Other costs associated with the event include renting portable
toilets and providing water for patrons. Staff is working with local business and industry to establish a suitable site at which a clinic could be held. Staff is also working with the Department of Public Health to determine an appropriate date to host the event should the City Council decide to move forward with this program.