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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 16, 2010 – 5:00 P.M.

Next Resolution #4646
Next Ordinance #1441

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

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

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

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -1- matters

1. Represented Group: Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P)
   Negotiators: Jack Wayt, Bob Hyland and Rich Kreisler

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

SPECIAL MATTERS: - 0- matter
The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 16, 2010 - 7:00 P.M.

Next Resolution # 4646
Next Ordinance # 1441

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor SeHeeHan, United Methodist Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch
PRESENTATIONS

a. Presentation from the Muscular Dystrophy Association to the Firefighters for their participation in the 2009 “Fill the Boot” Campaign.
c. Proclamation announcing March 27, 2010 as “Earth Hour” day in El Segundo.

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

1. Warrant Numbers 2576218 to 2576428 on Register No. 11 in the total amount of $1,150,313.97 and Wire Transfers from 2/18/10 through 3/4/10 in the total amount of $244,119.73.

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recommendation – Approval.

3. Consideration and possible action to accept a donation from Tree Musketeers to install over 6,000 one gallon drought tolerant native plants on the hillside south of Imperial Highway from Clutters Park west and authorize the City Manager to execute an agreement in a form approved by the City Attorney. (Fiscal Impact: None)

Recommendation – (1) Accept the donation from Tree Musketeers of material and services to landscape the hillside south of Imperial Highway; (2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney with Tree Musketeers; (3) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Recreation Superintendent. (Fiscal Impact: Savings of $106,574 in Fiscal Year 2009-2010)

Recommendation – (1) Approve the thirty (30) day provisional appointment extension for the position of Interim Recreation Superintendent; (2) Alternatively, discuss and take other action regarding this item.

5. Consideration and possible action to accept Tree Partnership reimbursement funds for $27,692 from South Coast Air Quality Management District (AQMD). (Fiscal Impact: Reimbursement of $27,692)

Recommendation – (1) Accept funds from AQMD’s Local Government Match Program - Tree Partnership in the amount of $27,692; (2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action authorizing the City Manager to execute a Memorandum of Agreement (in a form as approved by the City Attorney) with the City of Los Angeles for Monitoring Services to test for bacteria at shoreline storm drain outlets. Testing is required to comply with California’s Regional Water Quality Control Board storm water regulations. (Fiscal Impact: $1,993)

Recommendation – (1) Authorize the City Manager to execute a Memorandum of Agreement (MOA) in a form as approved by the City Attorney with the City of Los Angeles for Monitoring Services; (2) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Agreement No. 3984 with CJ Concrete Construction, Inc. The amendment would add 30 ADA concrete curb ramps to the original scope of work for the 2008-2009 annual contract for curb, gutter, handicap ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 09-08, CDBG Project No. 601209-09 (Fiscal Impact: $50,000)

Recommendation – (1) Authorize the City Manager or designee, to execute an amendment, in a form as approved by the City Attorney, to Agreement No. 3984 with CJ Concrete Construction, Inc., in the amount not to exceed $50,000; (2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action to approve G&G Specialty Contractor Inc.'s request to remove Design for Health as a subcontractor for Group 40 (Project No. RSI 10-02) of the City's Residential Sound Insulation Program. (Fiscal Impact: None)

Recommendation – (1) File correspondence received from G&G Specialty Contractors, Inc.; (2) Approve request to remove Design for Health Environmental Services as a subcontractor for Group 40 (Project No. RSI 10-02) of the City's Residential Sound Insulation Program; (3) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

9. Consideration and possible action declaring the City owned property located at 2161 E. El Segundo Blvd. as surplus property. (Fiscal Impact: Undetermined)

Recommendation – (1) Approve Resolution declaring City owned property located at 2161 E. El Segundo Blvd. as surplus property; (2) Authorize the City Manager to take all steps needed to offer the surplus property for sale in accordance with applicable law including Government Code § 54222; (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: 3-10-10

TIME: 7:45 a.m.

NAME: [Signature]
PRESENTATIONS

a. Presentation from the Muscular Dystrophy Association to the Firefighters for their participation in the 2009 “Fill the Boot” Campaign.
Proclamation  
City of El Segundo, California

WHEREAS, beginning in 1950 and ending with troop evacuations in 1975, the Vietnam War was the longest conflict in American history; and

WHEREAS, 324,400 Californians served in the Vietnam War, putting their lives on the line for the course of freedom; and

WHEREAS, during the Vietnam War, more than 18,000 Californians were wounded and 5,822 were killed; and

WHEREAS, although our nation was divided in its support of the Vietnam War, we must pledge to never forget the outstanding strength, service and sacrifice of those who fought to defend democracy, human dignity and the right to self-determination; and

WHEREAS, on September 25, 2009 Governor Schwarzenegger signed AB 717 which establishes March 30, as “Welcome Home Vietnam Veterans Day,” and encourages public schools and educational institutions to observe that day and to conduct exercise recognizing the contributions of all those involved in the Vietnam War and remembering the sacrifices they made for their country.

NOW, THEREFORE, on this 16th day of March, 2010, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the March 30, 2010 as “Welcome Home Vietnam Veterans Day” in El Segundo and commend those veterans who risked their lives in protecting this country’s freedom.

Mayor Kelly McDowell

Mayor Pro Tem Eric H. Busch

Council Member Carl Jacobson

Council Member Don Brann
Proclamation

City of El Segundo, California

WHEREAS, Our community is deeply concerned about the impacts of climate change and the future health and well-being of our planet and believes energy efficiency, natural resource conservation, and a demand by the public for action are important elements to combating climate change; and

WHEREAS, Earth Hour is both an international and local symbolic event organized by the World Wildlife Fund to raise awareness about climate change issues, to encourage businesses, individuals and government to take action to reduce their carbon emissions and their impact on the environment in their daily lives and operations; and

WHEREAS, Earth Hour asks all citizens, businesses, government agencies, and commercial and non-commercial establishments to turn off all non-essential lighting for one hour beginning at 8:30 p.m. on March 27, 2010, to encourage citizens and businesses to commit to actions they can take in the coming year to reduce their carbon footprints and conserve energy; and

WHEREAS, Earth Hour will be used as a tool to inform local residents and businesses about existing information and tools already available within the community to assist them in increasing energy efficiency and decreasing emissions and use of natural resources; and

WHEREAS, the City encourages all city employees to turn off all non-essential lighting in city government buildings, public schools and public landmarks for the hour between 8:30 p.m. and 9:30 p.m. on March 27, 2010, to conserve energy and raise awareness about global climate change as part of the city-wide energy conservation event.

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, hereby proclaim March 27, 2010 as “Earth Hour” day in El Segundo.

Mayor Kelly McDowell
Mayor Pro Tem Erin H. Braden
Council Member Carl Jacobson
Council Member Bill Fisher
Council Member Don Braun
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<td>010</td>
<td>TRAFFIC SAFETY FUND</td>
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<td>056</td>
<td>STATE GAS TAX FUND</td>
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<td>058</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>059</td>
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<td>122</td>
<td>L.A.W.A. FUND</td>
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<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>OUTSIDE SERVICES TRUST</td>
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<td>TOTAL WARRANTS</td>
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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/emergency 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, contractor employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.
- **H** = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR:**

**DATE:** 3/1/10

**CITY MANAGER:**

**DATE:** 3/5/10

**VOID CHECKS DUE TO ALIGNEDMENT:**

**NA**

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

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

**NOTES:**
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
2/18/10 THROUGH 3/4/10

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DATE OF RATIFICATION: 3/16/10  
TOTAL PAYMENTS BY WIRE: 224,119.73

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer  
Date 3/5/10

Director of Finance  
Date 3/5/10

City Manager  
Date 3/5/10

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, FEBRUARY 16, 2010 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor at 5:00 p.m.

ROLL CALL

Mayor McDowell - Absent
Mayor Pro Tem Busch - Present – arrived at 5:03 p.m.
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.

Mark Hensley, City Attorney, advised Council that the City had just received a letter from S&L Specialty Contracting, Inc., dated February 12, 2010, that contains threats of litigation relating to item no. 2, on tonight’s agenda. He further requested that pursuant to Government Code Section 54954.2(b)(2) that the Council take action to place the matter on closed session under Government Code Section 54956.9(b)(C). The Council voted 3/0 to place the matter on the closed session agenda. MAYOR MCDOWELL AND MAYOR PRO TEM BUSCH ABSENT.

SPECIAL ORDER OF BUSINESS:

Mayor Pro Tem Busch arrived at 5:03 p.m.

1. Appointment of Jack Wayt (City Manager), Bob Hyland (Human Resources Director) and Rich Kreisler (Liebert, Cassidy & Whitmore) to represent the City as labor negotiators of the Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P)

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to appoint Jack Wayt (City Manager), Bob Hyland (Human Resources Director) and Rich Kreisler (Liebert, Cassidy & Whitmore) to represent the City as labor negotiators of the Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police
Officers Association (POA), Supervisory and Professional Employees (S&P) MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR MCDOWELL ABSENT.

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

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

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

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

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

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1- matters

1. Represented Group: Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P)

Negotiators: Jack Wayt, Bob Hyland and Rich Kreisler

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

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 16, 2010 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – John Fedshau, El Segundo Foursquare Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher

PRESENTATIONS

a. Council Member Fisher presented a proclamation to Marie Stinnett, embarking upon her 100th birthday on Sunday, February 14, 2010.

b. Council Member Brann presented a Certificate Hannah Burrell for her artistic contribution to the El Segundo Environmental Expo 2010 Student Art Contest.


ROLL CALL

Mayor McDowell - Absent
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.

Ed Little, West Basins Municipal Water District, spoke on the upcoming tour of the Delta System in Central California on April 19 and 20, 2010.

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

MOTION by Council Member Brann, SECONDED by Council Member Jacobson to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR MCDOWELL ABSENT.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Consideration and possible action to select the City of La Mirada to exchange the City of El Segundo’s Fiscal Year 2010-2011 and prior year unallocated Community Development Block Grant (CDBG) funds totaling $94,023 at an exchange rate of $0.55 per CDBG dollar, for a total of $51,712.65 in General Revenue Funds and to allocate the funds to the City’s Home Delivered Meals, Juvenile Diversion, Administration and Senior In-Home Care programs for Fiscal Year 2010-2011. (Fiscal Impact: $51,712.65).

Tina Gall, CDBG Consultant, gave a report.

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to adopt Resolution No. 4645 authorizing the exchange of CDBG funds with the City of La Mirada; authorize the City Manager to execute any and all contracts and documents, as to form approved by the City Attorney, necessary to complete the exchange of CDBG funds on behalf of the City; and approve allocation of the funds for Home Delivered Meals, Juvenile Diversion, Administration and Senior In-Home Care projects for Fiscal Year 2010-2011. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0 MAYOR MCDOWELL ABSENT.

2. Consideration and possible action to disqualify S&L Specialty Contracting, Inc. as a bidder for Group 39 (Project No. RSI 10-01) and Group 40 (Project No. RSI 10-02) of the City’s Residential Sound Insulation Program and select the next apparent lowest responsible Bidder for each Project. (Estimated construction costs and retention: $716,705)

James O’Neill, Residential Sound Insulation Program Manager, gave a report.
MOTION by Council Member Brann, SECONDED by Council Member Fisher to direct the City Manager to not execute contracts 4037 and 4038 with S&L Specialty Contracting, Inc.; Select the next apparent lowest responsible Bidder for each project; Waive minor irregularity in the Bid from Big West Construction Corporation, Inc.; award Contract No. 4048 to Big West Construction Corporation, Inc. for Group 39 (R.S.I. 10-01); Waive minor irregularity in the Bid from G&G Specialty Contractors, Inc.; award Contract No. 4049 to G&G Specialty Contracting, Inc. for Group 40 (R.S.I. 10-02); and authorize the City Manager to execute contracts in a form approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR MCDOWELL ABSENT.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

3. Approved Warrant Numbers 2575810 to 2576015 on Register No. 9 in the total amount of $728,745.37 and Wire Transfers from 1/22/10 through 2/4/10 in the total amount of $1,693,827.22. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


5. Authorized the City Manager to execute License Agreement No. 3724A with Mattel, Inc., in a form approved by the City Attorney, to allow the use of the City of El Segundo logo and vehicle graphics of the El Segundo Fire Department for production of die-cast replica toy fire vehicles. (Fiscal Impact: None)

6. Adopted Resolution No. 4644 amending Resolution No. 4640 in its entirety to authorize the City Manager, or designee, to apply for, receive, and appropriate grant funds through the California Energy Commission to implement energy efficiency improvements at El Segundo City Hall (Fiscal Impact: Potentially $90, 691.00)

7. Authorized the City Manager to issue a letter of concurrence to the County of Ventura Fire Department to utilize a radio frequency co-channeled with one assigned to the City. (Fiscal Impact: None)
8. Authorized renewal of the General Services Agreement No. 4046 between the City of El Segundo and the County of Los Angeles for an additional five years commencing on July 1, 2010 which would allow the City to access on an as needed basis municipal support services performed by the County, such as traffic signal maintenance and other public works activities. (Fiscal Impact: None) Authorized the Mayor to sign the General Services Agreement in a form approved by the City Attorney.

9. Accepted the work as complete on the project for the slurry sealing of the streets in the area bounded by Sheldon Street, Mariposa and Imperial Avenues and Sepulveda Boulevard. Project No.: PW 09-10. (Fiscal Impact: $207,431.35) Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office.

10. Authorized the City Manager or his designee to enter into Agreement No. 4047 with West Basin Municipal Water District ("West Basin") for the development of a Local Water Use Efficiency Compliance Plan in a form approved by the City Attorney. (Fiscal Impact: $2,465 in matching funds)

11. Waived second reading and adopted Ordinance No. 1440 for a zone change from the General Commercial (C-3) Zone to the Corporate Office (CO) Zone on the site located at 1916 East Imperial Highway and Assessor Parcel Number 4138-005-057. Applicant: The City of El Segundo (Fiscal Impact: None)

CALL ITEMS FROM CONSENT AGENDA

MOTION by Council Member Brann, SECONDED by Council Member Jacobson to approve Consent Agenda items 3, 4, 5, 6, 7, 8, 9, 10 and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR MCDOWELL ABSENT.

F. NEW BUSINESS

12. Consideration and possible action regarding the Fiscal Year 2008-2009 Year-end report and Fiscal Year 2009-2010 First Quarter Financial Review. (Fiscal Impact: None)

Deborah Cullen, Finance Director, gave a report.

Council consensus to receive and file FY 2008-2009 Year-end and FY 2009-2010 First Quarter Financial staff report.

MOTION by Council Member Brann, SECONDED by Council Member Fisher to approve staff recommendation to transfer sufficient funds from the Internal Service Funds back to the General Fund to maintain 20% unreserved/undesignated fund balance in the General Fund. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR MCDOWELL ABSENT.
REPORTS - CITY MANAGER - NONE

REPORTS - CITY ATTORNEY - NONE

REPORTS - CITY CLERK - NONE

REPORTS - CITY TREASURER - NONE

REPORTS - CITY COUNCIL MEMBERS

Council Member Brann – NONE

Council Member Fisher – Attended Pancreatic Cancer Action Network Walk at Plaza El Segundo last weekend.

Council Member Jacobson – Announced the CERT and Amateur Radio group drill at 10:00 a.m. on Saturday, February 20, 2010.

Mayor Pro Tem Busch – Attended theater performance at Pacific Stages in El Segundo. Also noted that El Segundo was the first City in the United States to implement a Golf Ball Recycling Program.

Mayor McDowell – ABSENT

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed. - NONE

MEMORIALS – Ray “Archie” Archambault

CLOSED SESSION – NONE

ADJOURNMENT at 8:06 p.m.

______________________________
Cathy Domann, Deputy City Clerk
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 2, 2010 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Pro Tem Busch at 5:00 p.m.

ROLL CALL

Mayor McDowell - Present (arrived at 5:07 p.m.)
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matter

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

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

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1- matters
Represented Group: Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P)

Negotiators: Jack Wayt, Bob Hyland and Rich Kreisler

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

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 2, 2010 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Pastor Brandon Cash, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

PRESENTATIONS

a. Council Member Fisher presented a Proclamation announcing March 6, 2010 as California Arbor Day.

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.

Stan Miles, Air Quality Management District, spoke regarding Senate Bill 827, and submitted a video, “Making Air Quality Complaints” for airing on our cable channel. He also spoke regarding the lawnmower exchange, and requested people view their web site for information.

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)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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

1. Approved Warrant Numbers 2576016 to 2576217 on Register No. 10 in the total amount of $1,014,514.78 and Wire Transfers from 2/05/10 through 2/18/10 in the total amount of $2,379,663.18. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Accepted work as complete on the project for rehabilitating of Sycamore Park Playground (southeast corner of Sycamore Avenue and California Street) Approved Capital Improvement Project. Project No. PW 09-07 (Fiscal Impact: $105,958) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office.

3. Received and filed report without objecting to a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 Alcoholic Beverage Control License) at the California Fish Grill located at 730 Allied Way, Suite H. (Fiscal Impact: N/A)

4. Received and filed report without objecting to a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 Alcoholic Beverage Control License) at the Malibu Fish Grill located at 400 North Sepulveda Boulevard, Suite B (Fiscal Impact: N/A)

5. PULLED FOR DISCUSSION BY COUNCILMEMBER JACOBSON

6. Received and filed report on recently accepted donation from El Segundo AYSO – Region 92 in the amount of $2,974 for the purchase of one new set of soccer goals for the Campus El Segundo Athletic Fields. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Busch, SECONDEd by Council Member Fisher to approve Consent Agenda items 1, 2, 3, 4, and 6. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
CALL ITEMS FROM CONSENT AGENDA

5. Consideration and possible action to approve the offer from El Segundo Kiwanis Club to host and operate a “Beer Garden” at the annual Hometown Fair event and waive ESMC section 10-1-4D on Saturday, May 1, 2010 at Library Park from 12 noon to 4:00 p.m. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Brann to approve the offer from El Segundo Kiwanis Club to host and operate a "Beer Garden" at the annual Hometown Fair event and waive ESMC section 10-1-4D on Saturday, May 1, 2010 at Library Park from 12 noon to 4:00 p.m. (Fiscal Impact: None) MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MCDOWELL, BUSCH, FISHER, BRANN. NOES: JACOBSON. 4/1

F. NEW BUSINESS

G. REPORTS – CITY MANAGER Announced the farewell to Dana Greenwood, former Public Works Director and welcomed back Stephanie Katsouleas as the new Director.

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK - Announced the dates for the mailing of sample ballots and when vote by mail ballots may be requested.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Fisher – Thanked his family for their presence at the meeting tonight.

Council Member Jacobson – Reported on the South Bay Cities Council of Government General Assembly last week.

Mayor Pro Tem Busch – Attended the opening day ceremony for Youth Softball.

Mayor McDowell – Thanked everyone for their support during his surgery and recovery.
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.

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 7:21 p.m.

______________________________
Cindy Mortesen, City Clerk
Consideration and possible action to accept a donation from Tree Musketeers to install over 6,000 one gallon drought tolerant native plants on the hillside south of Imperial Highway from Clutters Park west and authorize the City Manager to execute an agreement in a form approved by the City Attorney. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Accept the donation from Tree Musketeers of material and services to landscape the hillside south of Imperial Highway.
2. Authorize the City Manager to execute an agreement in a form approved by the City Attorney with Tree Musketeers.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

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<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
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ORIGINATED BY: Mark Trujillo, Parks Superintendent

REVIEWED BY: Bob Cummings, Director of Recreation and Parks

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Tree Musketeers, a local non profit organization has offered to landscape the hillside area below Clutters Park with over 6,000 drought tolerant native plants. This plant material would assist in retaining the hillside as well as offering an aesthetically pleasing environment with splashes of color and foliage. Coastal Sage, native groundcover, and Coastal Buckwheat are a few of the plant varieties that would be utilized and would provide a suitable habitat to the El Segundo Blue Butterfly.

The plant material will be installed with the current Iceplant and as the native plants grow and mature, the Iceplant will be removed. Contrary to popular belief, Iceplant has a short root system and is not a choice plant for retaining hillsides.

The project will be completed by adult Tree Musketeers staff and managed by Lynette Kampe, Hometown Manager for Tree Musketeers who is a Certified Arborist, Horticulturalist and on the Board of Directors of the Theodore Payne Foundation for Wild Flowers and Native Plants. Project would start within a week and be completed in phases over the next two years.
This area being considered is under contract for landscape maintenance with TruGreen Land Care and staff anticipates no increase in maintenance costs requirement associated with the proposed landscaping. There is an irrigation system in place that will provide supplemental watering until the plants are established.

To work on public property, Tree Musketeers will be required to enter into an agreement with the City, in a form approved by the City Attorney.

Tree Musketeers are able to donate the plant material and installation services from a generous donation of a longtime El Segundo resident who chooses to remain anonymous.
AGENDA DESCRIPTION:
Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Recreation Superintendent. (Fiscal Impact: Savings of $106,574 in Fiscal Year 2009-2010)

RECOMMENDED COUNCIL ACTION:
1. Approve the thirty (30) day provisional appointment extension for the position of Interim Recreation Superintendent.
2. Alternatively, discuss and take other action regarding this item

ATTACHED SUPPORTING DOCUMENTS:
El Segundo Municipal Code, Section 1-6-13

FISCAL IMPACT: Budget Adjustment Required
Amount Budgeted: $212,450
Additional Appropriation: N/A
Account Number(s): 001-400-5201-4101

ORIGINATED BY: Bob Cummings, Recreation and Parks Director
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The Early Retirement Incentive Program created a vacancy for the position of Recreation Superintendent in the Recreation and Parks Department. As both a cost savings measure and a career development opportunity, Recreation Supervisor Jeff Van Fossen was appointed Interim Recreation Superintendent. Mr. Van Fossen has been performing the responsibilities of both positions since the beginning of this fiscal year (October 1, 2009). Doing so has already saved $71,050. I would like to continue to utilize the provisional Interim Recreation Superintendent position through June 2010. This will allow for continuity of leadership and an additional cost savings of $11,842 per month until an eligibility list can be established for the position of Recreation Superintendent.

In accordance with El Segundo Municipal Code Section 1-6-13(c), no person shall be employed by the City under provisional appointment for more than six (6) months in any fiscal year. The Code further states the provisional appointment may be extended for not more than thirty (30) days with Council approval. Therefore, I am requesting a thirty (30) day extension through May 1, 2010. If approved, staff plans to return to Council to request additional authorizations to continue this appointment through June 2010.
A. Basis For Appointments: Appointments and promotions to vacant positions in the classified service shall be based on merit and fitness to be ascertained insofar as practicable by competitive examination. Appointments and promotions shall be made by the City Manager upon recommendation of the various department heads.

B. Names Transmitted By Personnel Officer: When appointments and promotions are to be made to vacancies in the classified service, the names of the highest eligible persons willing to accept appointment shall be transmitted by the Personnel Officer to the department head in the order in which they appear on the list as follows: for one vacancy the names of three (3), for two (2) or secondary vacancies the names of five (5), for each additional or each subsequent vacancy, three (3) additional names shall be submitted and appointment shall be limited to any of these eligible persons.

C. Provisional Appointment: In the absence of appropriate employment lists, a provisional appointment may be made of a person meeting the qualifications established for the classification. Any employment list shall be established within six (6) months, for any permanent position filled by provisional appointment. No person shall be employed by the City under provisional appointment for a total of more than six (6) months in any fiscal year except that the City Manager may, with approval of the City Council, extend the period of any provisional appointment for not more than thirty (30) days by any one action.

D. Special Credit Not Allowed: No special credit shall be allowed in any examination or the establishment of any employment or promotional lists, for service rendered under a provisional appointment.

E. Temporary Appointments: Appointments to temporary, emergency and seasonal positions may but need not be made from eligible lists and those appointed shall not be in the classified service. Appointments of this type shall include temporary employment for the replacement of employees on leave of absence other than military leave, or vacation, emergency appointments to meet emergencies which threaten life, property or the general welfare of the City, or for work seasonal in nature.

F. Filling Vacancy During Suspension: During the period of suspension of any employee, or pending final action on proceedings to review the suspension, demotion or dismissal of an employee, the vacancy created may be filled only by temporary appointment.

G. Transfer: With the approval of the City Manager, an employee may be transferred by the department head from one position to another position in the same class or a comparable class at the same salary level. If the transfer involves a change from one department in the classified service to another department in the classified service, the department heads and the employee involved must consent thereto before the action shall be considered effective. Transfers shall not serve to affect in any way the status, rights and privileges of an employee
H. Reinstatement: The department head may, with the approval of the City Manager, reinstate to a vacant position any person who has resigned in good standing to a position in a class or equivalent class in which he had acquired status in the classified service; provided, that the reinstatement is accomplished within one year of the date of resignation. A reinstatement may, at the discretion of the department head, take precedence over any employment list except a re-employment list. (Ord. 586, 4-10-1962)
AGENDA DESCRIPTION:

Consideration and possible action to accept Tree Partnership reimbursement funds for $27,692 from South Coast Air Quality Management District (AQMD).
(Fiscal Impact: Reimbursement of $27,692)

RECOMMENDED COUNCIL ACTION:

1. Accept funds from AQMD's Local Government Match Program - Tree Partnership in the amount of $27,692.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. South Coast Air Quality Management District Tree Partnership contract.

FISCAL IMPACT: None

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

ORIGINATED BY: Mark Trujillo, Park Superintendent
REVIEWED BY: Bob Cummings, Recreation & Parks Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On June 5, 2009, South Coast Air Quality Management District (AQMD) announced available funding for the Local Government Match Program – Tree Partnership. The program co-funds additional tree planting projects within the South Coast Air Basin that provides air quality benefits by reducing criteria pollutants. Additionally, the program encourages employing students and providing community education as parts of the tree planting projects.

In partnership with Tree Musketeers, South Coast Air Quality Management District (AQMD) approved the reimbursement program application for $27,692. Staff is requesting Council to accept AQMD funds that will reimburse a portion of the cost for the trees, site preparation, and other expenses associated with Annual Arbor Day Event on March 6, 2010.
This Contract consists of 12 pages.

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of El Segundo (referred to here as "CONTRACTOR") whose address is 350 Main Street, El Segundo, California 90245.

2. **RECITALS**
   A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
   
   B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
   
   C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
   
   D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.

3. **PERFORMANCE REQUIREMENTS**
   A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
   
   B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
   
   C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
   
   D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
E. CONTRACTOR shall ensure, through its contracts with any subcontractor(s) that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.

4. TERM - The term of this Contract is two (2) years from the date of execution by both parties unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 10. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
   B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
   C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. INSURANCE - CONTRACTOR represents that it is permitably self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. The AQMD Contract Number shall be included on the face of the certificate. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
   A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
B. General Liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in general aggregate.

C. Automobile Liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, indemnify, and defend AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents as a result of the performance of this Contract.

8. PAYMENT
   A. AQMD shall pay CONTRACTOR a not-to-exceed amount of Twenty Seven Thousand Six Hundred Ninety Two Dollars ($27,692) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD’s Contract number, period covered by invoice, and CONTRACTOR’s social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Aaron Katzenstein.
   B. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

9. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
   A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
   B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

10. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.
AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Aaron Katzenstein

CONTRACTOR: City of El Segundo
350 Main Street
El Segundo, California 90245
Attn: Mark Trujillo

11. EMPLOYEES OF CONTRACTOR
A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
C. AQMD requires CONTRACTOR to be in compliance with all state and federal laws and regulations with respect to CONTRACTOR’s employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

12. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:
A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
B. Ensure that CONTRACTOR’s officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.

F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.

G. Prevent access to such information by any person or entity not authorized under this Contract.

H. Establish specific procedures in order to fulfill the obligations of this clause.

I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

13. PUBLICATION

A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.

B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

14. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

15. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
16. **PROPERTY AND SECURITY** - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.

17. **ASSIGNMENT** - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

18. **NON-EFFECT OF WAIVER** - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

19. **ATTORNEYS' FEES** - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

20. **FORCE MAJEURE** - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

21. **SEVERABILITY** - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

22. **HEADINGS** - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

23. **DUPLICATE EXECUTION** - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

24. **GOVERNING LAW** - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

25. **CITIZENSHIP AND ALIEN STATUS**
   A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall
obtain from all covered employees performing services hereunder all verification and other
documentation of employees' eligibility status required by federal statutes and regulations as they
currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing
obligation to verify and document the continuing employment authorization and authorized alien
status of employees performing services under this Contract to insure continued compliance with
all federal statutes and regulations.

B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall
not discriminate against any person in violation of 8 USC Section 1324b.

C. CONTRACTOR shall retain such documentation for all covered employees for the period
described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers
and employees from employer sanctions and other liability which may be assessed against
CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or
regulations pertaining to the eligibility for employment of persons performing services under this
Contract.

26. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California
Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the
AQMD's headquarters, of which shall be made available to any interested party on request.
Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the
applicability of the provisions of California Labor Code and complying with the same, including,
without limitation, obtaining from the Director of the Department of Industrial Relations the general
prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work,
making the same available to any interested party upon request, paying any applicable prevailing
rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate
requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the
South Coast Air Quality Management District against any and all claims, demands, damages, defense
costs or liabilities based on failure to adhere to the above referenced statutes.

27. APPROVAL OF SUBCONTRACT
   A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written
      approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive
      Officer or designee prior to execution of the subcontract. No subcontract charges will be
      reimbursed unless such approval has been obtained.
   B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule,
      and/or cost schedule shall also require the written approval of the Executive Officer or designee
      prior to execution.
   C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been
      diminished in the subcontract agreement. AQMD shall not supervise, direct, or have control
      over, or be responsible for, subcontractor's means, methods, techniques, work sequences or
      procedures or for the safety precautions and programs incident thereto, or for any failure of
      subcontractor to comply with any local, state, or federal laws, or rules or regulations.

28. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto
related to CONTRACTOR providing services to AQMD and there are no understandings,
representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration,
or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By: ________________________________

Dr. William A. Burke, Chairman, Governing Board

Date: ______________________________

CITY OF EL SEGUNDO

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

ATTEST:
Saundra McDaniel, Clerk of the Board

By: ________________________________

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: ________________________________

//Standard Boilerplate
Last Updated: 23 October 2008
ATTACHMENT I
STATEMENT OF WORK

City of El Segundo

1. ACTIVITIES TO BE FUNDED BY CONTRACT AWARD:

This contract shall fund the City of El Segundo ("City") for tree planting and temporary student employment for this project in accordance with the terms herein.

Goals and Objectives
The goals of this contract are to increase the benefits trees provide in reducing criteria and toxic air pollutants along with greenhouse gases. The key objectives are to plant and establish a total of 154 15-gal. bucket to a maximum size of a 24" box trees (122 Western Redbud, 32 Catalina Cherry) in Washington Park within the City of El Segundo, and to maintain the trees during the 24-month performance period. Other objectives include hiring 6 students at a rate of $8/hour for a total of 480 hours and conducting community education and outreach to promote the tree planting project and to inform residents about the value and benefits of the project. Garnering community buy-in for the project will help ensure the long-term survival of the newly-planted trees.

Specific Tasks
The City shall perform project as proposed in the attached proposal. Specifically:

- The City shall hire 6 students for a total of 480 hours for this project at a rate of $8/hr.
- The City shall plant 122 Western Redbud and 32 Catalina Cherry within the first 12-month performance period and provide maintenance/pruning for these 154 trees as outlined in the time schedule for milestones.
- The City shall conduct community education and outreach to promote the tree planting project and inform residents about the value and benefits of the project. Prior to being distributed, all Tree Partnership promotional material must have approval of the AQMD.
- The City shall provide replacement trees for dead or dying trees as needed during the entire performance period.
- The City shall provide invoices, students’ timesheets, quarterly reports, and budget and status reports as described in Attachment IA – Deliverables and Attachment II – Payment Schedule.
**Time Schedule**

<table>
<thead>
<tr>
<th>Month/Year</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>January - February 2010</td>
<td>Contract execution; finalize initial site map for tree planting.</td>
</tr>
<tr>
<td>March 2010 - April 2010</td>
<td>Procure trees and supplies; hire students and plant 154 trees.</td>
</tr>
<tr>
<td>March 2010 – April 2010</td>
<td>Education and outreach activities.</td>
</tr>
<tr>
<td>April 2010 – March 2012</td>
<td>Maintain trees planted in prior months, replacement trees for</td>
</tr>
<tr>
<td></td>
<td>dead or dying trees as needed.</td>
</tr>
<tr>
<td>March 2012</td>
<td>Project shall be evaluated and a final report shall be</td>
</tr>
<tr>
<td></td>
<td>submitted to AQMD within 60 days.</td>
</tr>
</tbody>
</table>

2. **AMOUNT OF AWARD AND SCHEDULE OF PAYMENTS:**

The total amount of award is up to $27,692 payable as described in Attachment II – Payment Schedule. An advance payment may be initially paid to the City of El Segundo in an amount up to $5,538 upon written request to the AQMD project officer as identified in the “Notices” clause of the contract. The AQMD reserves the right to fully inspect all work completed prior to any reimbursement and may require the return of the advance payment within thirty (30) days of said request, should there be a lack of progress or deficiencies in the work product as determined by the AQMD.

3. **TERM OF AWARD:**

Funds are to be applied to expenses incurred and paid for the period from the date of contract execution to March 31, 2012. This term may be extended if the AQMD staff, based on documentation provided by CONTRACTOR, determines that the project or program funded by this contract has successfully met its goals.

4. **BUDGET AND STATUS REPORTS:**

Funds from this award shall be expended according to the budget detailed in Attachment II – Payment Schedule. The City shall provide the AQMD with periodic written status reports. The quarterly reports and status and budget reports shall include: (1) summaries of activities conducted during the grant period and (2) a budget report and accounting for all disbursements. The final report shall also include a section evaluating the benefits of this project. The due dates for such written reports are as follows:

- **Quarterly Reports** Due June 31, September 30, and December 31, 2010, and March 31, 2011
- **Status & Budget Report** Due March 31, 2011
- **Final Status & Budget Report** Due March 31, 2012
ATTACHMENT IA

DETERMINED

City of El Segundo

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the AQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page.

1. Two stapled copies of a progress report due by March 31, 2011. CONTRACTOR shall submit two copies of the progress report to AQMD's Tree Partnership, in conjunction with any applicable invoice for the same period. The progress report shall include, but not be limited to, the following:

   a. Reference to AQMD contract number and title of project.
   b. Reporting time period (months, year).
   c. Description of work completed during the reporting period*, including a discussion of any problems encountered and how those problems were resolved; and other relevant activities. Include information such as:
      - Number, type, and size of trees planted.
      - Detailed information such as addresses and maps as to where work occurred.
      - Number and hour of students employed, including students’ name, contact information, and students’ timesheets with signatures.
      - Discussion of educational and outreach activities.
      - Color photographs are strongly encouraged to be submitted in a digital format, such as .ppt, .tif, .jpg on a CD of the work completed.

2. Two stapled copies of a final report due by March 31, 2012. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The final report shall include, but not be limited to, the following:

   a. Reference to AQMD contract number and title of project.
   b. Detailed information such as addresses and maps as to where work occurred*.
   c. An estimate of the survival rate of the planted trees over the project period.
   d. Problems - a discussion of significant problems encountered during the project and how they were resolved.
   e. Color photographs are strongly encouraged to be submitted in a digital format, such as .ppt, .tif, .jpg on a CD of the work completed.
ATTACHMENT 2

COST SCHEDULE

City of El Segundo

Project Cost
The total contract not-to-exceed amount is $27,692 as detailed in the table below. The City shall be reimbursed according to the payment schedule and items in the table below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Not-to-Exceed Cost</th>
<th>Estimated Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procure 154 trees (15-gal bucket or 24&quot; box):</td>
<td>$6,930</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td>122 Western Redbud</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 Catalina Cherry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>$3,566</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td>Equipment</td>
<td>$2,236</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td>Outreach expenses</td>
<td>$3,960</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td>Student employment and fringe benefits</td>
<td>$3,840</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td>6 students, 480 total labor hours @ $8/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$2,160</td>
<td>Quarterly until March 2012</td>
</tr>
<tr>
<td>Other Direct Costs (site preparation, labor)</td>
<td>$5,000</td>
<td>Quarterly until March 2011</td>
</tr>
<tr>
<td><strong>Total contract not-to-exceed amount</strong></td>
<td><strong>$27,692</strong></td>
<td></td>
</tr>
</tbody>
</table>

Reimbursement/Payment
In each quarterly report and status & budget report, along with the invoice, the City shall provide a detailed description on how the funds were expended with supporting documents including, but not limited to, paid receipts (purchased trees must have Latin names), evidence of completion of installation site, and timesheets for student employment.

An advance payment may be paid to the City of El Segundo in an amount up to $5,538 upon written request to the AQMD project officer. The written request must identify how the advance payment will be spent, the amount being requested, and the time period of expenditure. An advance payment may only be utilized for project costs that are reimbursable by AQMD as listed in the above Project Cost table. Subsequent invoices submitted for reimbursement by AQMD after the advance payment is granted will not be paid until associated expenditures have been appropriately accounted for.

Partial performance may be allowable:
Should the City procure less than the total amount of trees as provided in the table above, AQMD may prorate payment based upon the percentage procured of the total amount of trees.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: March 16, 2010
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action authorizing the City Manager to execute a Memorandum of Agreement (in a form as approved by the City Attorney) with the City of Los Angeles for Monitoring Services to test for bacteria at shoreline storm drain outlets. Testing is required to comply with California's Regional Water Quality Control Board storm water regulations. (Fiscal Impact: $1,993)

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

ATTACHED SUPPORTING DOCUMENTS:
Memorandum of Agreement

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$1,993</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>001-400-4302-6206 ($1,993)</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Ron Fajardo, General Services Manager
REVIEWED BY: Stephanie Katsouleas, Director of Public Works
APPROVED BY: Jack Wayt, City Manager

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

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

BETWEEN

CITY OF LOS ANGELES AND CITY OF EL SEGUNDO

FOR

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

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

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

WHEREAS, on January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB") adopted Resolution No. 2002-004 ("Resolution 2002-004"), establishing the limit for the Total Maximum Daily Loads for bacteria during dry weather for Santa Monica Bay Beaches; and

WHEREAS, on December 12, 2002, the RWQCB adopted Resolution No. 2002-022 ("Resolution 2002-022"), establishing the limit for the Total Maximum Daily Loads for bacteria during wet weather for Santa Monica Bay Beaches; and

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I – Purpose of MOA

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

2. Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan (Monitoring Plan) – The Bacteria TMDLs provide for a Monitoring Plan to be submitted to the RWQCB for approval by November 12, 2003. The Monitoring Plan identifies all the monitoring locations, the type of monitoring and the frequency of monitoring. RWQCB approved the Monitoring Plan on April 28, 2004.

ARTICLE II– Responsibilities of Los Angeles

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

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

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

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

**ARTICLE III – Responsibilities of El Segundo**

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

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

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

**ARTICLE IV – Invoice and Payment**

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

2. **Invoice** – Los Angeles will invoice El Segundo for the annual payment in January of each calendar year, beginning January 2011 for that fiscal year (July 1 to June 30). El Segundo shall pay the invoice within 45 days of its receipt from Los Angeles.

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

**ARTICLE V – Term of MOA**

1. This MOA shall become effective July 1, 2010 or upon all Participating Municipalities listed in Exhibit A entering into monitoring services agreements with Los Angeles for the performance of Monitoring Services if this MOA is fully signed after July 1, 2010 and shall terminate on June 30, 2012. During the unexpired term of this MOA, either Party may demand that the other Party negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of any of the following changed circumstances:

   A. There is a material change in the regulatory framework for stormwater and urban runoffs; or

   B. There is a proposed change, either addition or deletion of monitoring locations, tests and frequency of tests; or

   C. There is a material change in the cost of providing monitoring in the approved locations

2. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until either El Segundo requests Los Angeles in writing to cease the Monitoring Services on behalf of El Segundo or a new MOA is executed for employing Los Angeles to perform Monitoring Services on behalf of El Segundo, but not to exceed twelve (12) months. The cost for the monthly monitoring shall be one twelfth of the annual cost.
ARTICLE VI – General Provisions

1. Notices – Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

City of Los Angeles:

Invoice:

City of Los Angeles
Bureau of Sanitation
Public Works Building
1149 S. Broadway, 9th floor
Los Angeles, CA 90015
Attention: Financial Management Division
Fax No.: 213-485-4269

Others:

City of Los Angeles
Hyperion Treatment Plant
Bureau of Sanitation
12000 Vista Del Mar
Harry Pregerson Technical Support Facility
Playa Del Rey CA 90293
Attention: Environmental Monitoring Division
Fax No.: (310) 648-5731
City of El Segundo:

City of El Segundo
Public Works Department
150 Illinois Street
El Segundo, CA 90245
Attention: Yvette Simoneau
Fax No.: 

2. Relationship of the Parties – The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOA.

3. Cooperation, Further Acts – Parties shall cooperate fully with one another to attain the purposes of this MOA.

4. Amendments – All amendments must be in writing, approved and executed by both Parties in the same manner as this MOA.

5. Indemnification – Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOA. Both Parties shall indemnify, defend, and hold one another harmless for all losses, claims, and liability (including attorney fees and costs) arising to the extent of their negligence or willful misconduct.

6. Governing Law – This MOA is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

7. Severability – If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.
IN WITNESS WHEREOF, the Parties to this MOA have caused this MOA to be executed on their behalf as of the date specified below, respectively, as follows:

CITY OF LOS ANGELES

Attest:

Cynthia M. Ruiz, President
Department of Public Works

June Lagmay
City Clerk

Approved as to Form:
Carmen Trutanich
City Attorney

Keith W. Pritsker
Assistant City Attorney
CITY OF EL SEGUNDO
A general law city

Attest:

Jack Wayt
City Manager

Cindy Mortesen
City Clerk

Approved as to Form:
Mark D. Hensley, City Attorney

Karl H. Berger
Assistant City Attorney
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**EXHIBIT B**
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Agreement No. 3984 with CJ Concrete Construction, Inc. The amendment would add 30 ADA concrete curb ramps to the original scope of work for the 2008-2009 annual contract for curb, gutter, handicap ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 09-08, CDBG Project No. 601209-09 (Fiscal Impact: $50,000)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager or designee, to execute an amendment, in a form as approved by the City Attorney, to Agreement No. 3984 with CJ Concrete Construction, Inc., in the amount not to exceed $50,000.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Location Map

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $50,000
Additional Appropriation: No
Account Number(s): 111-400-2781-8499 $50,000.00 CDBG

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Jack Weyt, City Manager

BACKGROUND AND DISCUSSION:
On September 1, 2009, the City Council awarded a contract in the amount of $158,863.00 for the 2008-2009 annual repair to curbs, gutters, handicapped access ramps, and displaced sidewalks, and driveways citywide. The City Council also approved $15,887 (10%) for construction contingencies. This project has been underway since October of 2009.

Funding for installation of 30 additional ADA access ramps is available from the $160,000 Community Development Block Grant (CDBG). Under the original contract, 72 handicap access ramps were installed at various locations within the City for $108,000. This amendment will allow us to utilize the remaining $52,000 of the CDBG funding allocation to install an additional 30 ADA ramps.
In accordance with §3-2.1 of the Standard Specifications for Public Works Construction (aka, the "Green Book") which is incorporated into the City's standard public works contracts, changes to the scope of work that exceed 25% of the original contract price requires an amendment to the contract.

No appropriation of funding is required for approval of the additional work.
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**Total:** 30
AGENDA DESCRIPTION:

Consideration and possible action to approve G&G Specialty Contractor Inc.'s request to remove Design for Health as a subcontractor for Group 40 (Project No. RSI 10-02) of the City's Residential Sound Insulation Program.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. File correspondence received from G&G Specialty Contractors, Inc.;
2. Approve request to remove Design for Health Environmental Services as a subcontractor for Group 40 (Project No. RSI 10-02) of the City's Residential Sound Insulation Program;
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Letter from G&G to City dated February 26, 2010
2. Letter from Design for Health Environmental Services to G&G dated February 24, 2010
3. Copy of State of California contractor's license for G&G Specialty Contractors, Inc.
4. Copy of Certification of Registration for Asbestos-related Work for G&G
5. Copy of Active license card for G&G

FISCAL IMPACT: None

| Amount Budgeted: | $581,076 |
| Additional Appropriation: | N/A |
| Account Number(s): | 116-400-0000-8960 |

ORIGINATED BY: James S. O'Neill, Program Manager

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

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On February 16, 2010, the City Council awarded a contract to G&G Specialty Contractors, Inc. (G&G) for Group 40 (Project No. RSI 10-02) of the City's Residential Sound Insulation Program.

On February 26th, 2010 the City received the attached documentation describing the actions taken by G&G to obtain the required documentation from Design for Health Environmental Services (Design for Health) and the formal response they received. G&G has furthermore provided documentation demonstrating that it possesses the proper license to perform the work originally identified to be subcontracted Design for Health in its Bid for the project, and is requesting authorization to do so.

Staff is therefore requesting that the City Council approve the request from G&G to remove Design for Health as a subcontractor on the project and allow G&G to perform such work.
February 26, 2010

Mr. James O'Neill  
City of El Segundo  
Residential Sound Insulation Program  
333 Main Street, Unit A  
El Segundo, CA 90245-3814

RE: Environmental Subcontractor

Dear Mr. O'Neill:

We left a message on your voicemail and spoke with Tom Gray yesterday in regards to an issue that has come up with our environmental subcontractor. Starting on February 17th we requested all the documents required by the specifications from our subcontractor Design for Health. G & G was informed that the documents would be forthcoming and we would receive them by the 22nd of February. After not receiving any documents, the subcontractor was called on the 23rd of February and we were informed that the documents were being prepared and would be e-mailed to us on the 24th of February. Instead of receiving documents on the 24th the subcontractor notified us that they would not be able to provide their services for this project. Attached is the formal letter received by G & G yesterday.

G & G Specialty Contractors requests that Design for Health be removed as our environmental subcontractor. As we are properly licensed and certified to perform this scope of work we request self performance status. We have attached a copy of our DOSH Certificate of Registration for your records.

Sincerely,

[Signature]

James Scott GoodBallet  
Vice-President
February 24, 2010

G&G Specialty Contractors, Inc.
2209 W. 1st St.
Suite 113
Tempe, AZ 85281

Attn: Scott GoodBallet
RE: El Segundo Quieter Home Project

Dear Mr. GoodBallet:

Due to scheduling issues, Design For Health Environmental Services will not be able to participate on the El Segundo Quieter Home Project. Therefore, DFHES releases G&G Specialty Contractors, Inc. from the obligation of using us as the designated abatement contractor for this project.

Our companies have worked well together in the past and we do look forward to working with your company on future endeavors. Your understanding is greatly appreciated.

Respectfully,

[Signature]

Virginia L. Shefa, B.S., M.N.Sc.
Vice President
STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

G & G SPECIALITY CONTRACTORS INC

License Number 839072

to engage in the business or act in the capacity of a contractor
in the following classification(s):
B - GENERAL BUILDING CONTRACTOR
ASB - ASBESTOS
D52 - WINDOW COVERINGS
C17 - GLAZING

Witness my hand and seal this day,
August 7, 2009

Issued May 25, 2004

James Miller
Board Chair

Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.
Certificate of Registration for Asbestos-related Work

Certificate No. 971
Expiration Date 11-Feb-11

G & G SPECIALTY CONTRACTORS INC.

is duly registered by the Division of Occupational Safety and Health in accordance with the California Administrative Code, Title 8, Article 2.5 for asbestos-related work.

10-Feb-10
Date Of Issue

Richard For Jeffer
Division of Occupational Safety and Health

12-Feb-10
Contractor's License No. 839072

This registration is valid only when the following requirements and conditions are met:
1. The registered employer shall safely perform asbestos-related work in compliance with relevant occupational safety and health regulations.
2. The registered employer shall notify the Division of changes in work locations or conditions as specified by Section 341.9 of Title 8 of the California Administrative Code.
3. The registered employer shall post a sign readable at 20 feet at the location of any asbestos-related work stating:

Danger-Asbestos
Cancer and Lung Hazard
Authorized Personnel Only

4. A copy of the registration shall be posted at the jobsite beside the Cal-OHSA poster.
5. The registered employer shall provide a copy of this registration certificate to the prime contractor and any other employers at the site before the commencement of any asbestos-related work.
6. The registered employer shall conduct a safety conference prior to the commencement of any asbestos-related work as specified by Section 341.11 of Title 8 of the California Administrative Code.
7. The registered employer acknowledges the Division's right to revoke or suspend this registration as provided by Section 341.14 of Title 8 of the California Administrative Code.
Certificate of Registration for
Asbestos-related Work

Certificate No. 971
Expiry Date: 11-Feb-11

G & G SPECIALTY CONTRACTORS INC.

is duly registered by the Division of Occupational Safety and Health in accordance with the California Administrative Code, Title 8, Article 25 for asbestos-related work.

10-Feb-10
Date of issuance

12-Feb-10
Effective Date

Richard Peterson for Jeff Ferrall
Division of Occupational Safety and Health

839072
Contractor's License No.

This registration is valid only when the following requirements and conditions are met:
1. The registered employer shall safely perform asbestos-related work in compliance with relevant occupational safety and health regulations.
2. The registered employer shall notify the Division of changes in work locations or conditions as specified by Section 331 of Title 8 of the California Administrative Code.
3. The registered employer shall post a sign readable at 20 feet at the location of any asbestos-related work stating:
   Danger-Asbestos
   Cancer and Lung Hazard
   Authorized Personnel Only
4. A copy of the registration shall be posted at the jobsite beside the Cal-OSHA poster.
5. The registered employer shall provide a copy of this registration certificate to the prime contractor and any other employers at the site before the commencement of any asbestos-related work.
6. The registered employer shall conduct a safety conference prior to the commencement of any asbestos-related work as specified by Section 341.11 of Title 8 of the California Administrative Code.
7. The registered employer acknowledges the Division's right to revoke or suspend this registration as provided by Section 341.14 of Title 8 of the California Administrative Code.
AGENDA DESCRIPTION:
Consideration and possible action declaring the City owned property located at 2161 E. El Segundo Blvd. as surplus property. (Fiscal Impact: Undetermined)

RECOMMENDED COUNCIL ACTION:
1. Approve Resolution declaring City owned property located at 2161 E. El Segundo Blvd. as surplus property;
2. Authorize the City Manager to take all steps needed to offer the surplus property for sale in accordance with applicable law including Government Code Section 54222; and/or
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Site Plan and description
2. Resolution

FISCAL IMPACT: Undetermined

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

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

BACKGROUND AND DISCUSSION:
There are no plans to utilize the recently vacated Fire Station #2 property for municipal uses. Therefore, staff recommends that City Council declare the property as surplus and offer it up for private development and related commercial use. A property appraisal has already been obtained to determine the fair market value. It is recommended that the City Manager be authorized to take all steps needed to offer the surplus property for sale in accordance with applicable law including Government Code Section 54222. Additionally, it should be noted that on February 25, 2010 the Planning Commission adopted Resolution No. 2671 finding the sale of the property is in conformity with the City's General Plan.
RESOLUTION NO.

A RESOLUTION DECLARING REAL PROPERTY LOCATED AT 2161 E. EL SEGUNDO BOULEVARD TO BE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO SELL IT IN ACCORDANCE WITH APPLICABLE LAW.

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares that:

A. On March 16, 2010, the City of El Segundo filed an application requesting that the City Council declare real property located at 2161 E. El Segundo Boulevard ("Surplus Property") to be surplus and authorize the City Manager to dispose of such property in accordance with applicable law. A graphical depiction of the Surplus Property, along with its legal description, is attached as Exhibit "A," and incorporated by reference;

B. Pursuant to Government Code § 65402(a), the City submitted its application to the Planning Commission for review. The City’s submission was reviewed by the Planning Commission for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

C. At its regular meeting on February 25, 2010 the Planning Commission considered the information provided in the City’s application regarding the Surplus Property and found that selling the Surplus Property would be consistent with the City’s General Plan;

D. A review of the City’s application shows that the Surplus Property is no longer required for the City’s use and its sale will provide a public benefit to the City including, without limitation, revenue to pay for other public needs within the City’s jurisdiction;

E. The Surplus Property will be offered for sale in accordance with applicable law including, without limitation, Government Code § 54222;

F. An appraisal has been performed establishing its fair market value.

SECTION 2: Purpose of Surplus Property Sale.

A. The City’s purpose in selling the Surplus Property is to facilitate use of the parcel for private development and related commercial use;

B. Surplus Property, consisting of approximately 34,700 square feet of the total 40,900 square feet, is proposed to be sold for the purpose stated above; with the balance of approximately 6,200 retained by City for public needs and right of way.
SECTION 3: Environmental Assessment. The Planning Commission found that the proposed project is exempt from CEQA requirements pursuant to CEQA Guidelines § 15312 and the El Segundo Guidelines. Specifically, the City proposes to sell the Surplus Property; the Surplus Property is not located in an area of concern; the Surplus Property does not have significant value for wildlife habitat or other environmental purpose; and the use of the Surplus Property and adjacent property has not changed since the time the City acquired the Surplus Property. Accordingly, this project conforms with a Class 12 categorical exemption under CEQA.

SECTION 4: Report. The Planning Commission submitted its report to the City Council in accordance with Government Code § 65402(a) finding that selling the Surplus Property is consistent with the General Plan.

SECTION 5: Authorizations. The City Manager, or designee, is authorized to take all steps needed to offer the Surplus Property for sale including, without limitation; offering the Surplus Property for sale in accordance with applicable law including Government Code § 54222 and a competitive auction procedure; recommending a qualified buyer and price to the City Council; and, following City Council approval of the sale, executing all documents required for conveying the Surplus Property on the City’s behalf.

SECTION 6: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ___ day of ____________, 2010.

______________________________
Kelly McDowell, Mayor

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

By: ___________________________
Karl H. Berger, Assistant City Attorney

Resolution No. ___
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City of El Segundo Former Fire Station Property
2161 El Segundo Boulevard